



Surgeon Enrollment Form
Fax Completed Enrollment
to: 480.664.1881

SurgiVision® Data Link IOL Edition: Surgeon Enrollment Form

Please Type or Print. All Information is Required for Enrollment.

Practice Name: _____

Practice Administrator: _____

Administrator Email: _____

Surgeon Name: _____ Degree: _____ Gender: Male ___ Female ___

Surgeon Email: _____

Practice Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Practice Telephone: (____) _____ Practice Fax: (____) _____

B & L Clinical Outcomes Specialist: _____ B & L Surgical Territory Manager: _____

Enrollment Requirements

As a practicing surgeon in the Practice listed above ("The Practice") whose data will be entered into the SurgiVision® Data Link software, I affirm that:

I have reviewed and agree to be bound by the SurgiVision® Data Link IOL Edition software "End User License Agreement (EULA)", which outlines the Terms and Conditions of Use for the software.

I will indemnify and hold harmless SurgiVision® Consultants, Inc., the developer and licensing authority for the SurgiVision® Data Link software, and its officers, shareholders, Independent Contractors, and agents from and against any and all claims and/or costs that may arise from or are related to any claims, including all defense costs and reasonable legal fees, settlements and judgments, related to use of data entered into the SurgiVision® Data Link IOL Edition software. This indemnification shall extend to the use of data or information by The Practice, by SurgiVision® Consultants, Inc., or by other parties whether for patient care, research and development, publication, consultation, surgery and/or any purpose associated with use of the SurgiVision® Data Link IOL Edition software whatsoever.

Data entry and use of SurgiVision® Data Link software remains at all times, under the direct supervision and sole responsibility of myself and The Practice.

SurgiVision® Consultants, Inc., its officers, shareholders, Independent Contractors, and agents, are independent business entities from The Practice and are not associated with business practices or liabilities assumed by The Practice in any way whatsoever.

Use of the SurgiVision® Data Link software is voluntary.

SurgiVision® Consultants, Inc. relies solely on the surgeon and The Practice to disclose to each patient whose data is entered into the SurgiVision® Data Link software that their clinical data will not be held confidential but will be entered into a database that is accessed by third-parties, and to obtain a personally signed disclosure and permission form granting unrestricted use of any data entered into the SurgiVision® Data Link software for research and development, scientific and clinical symposiums, meetings, publication(s), peer-to-peer consultation(s) and other purposes.

NOTE: Patient names, contact information, and date of birth are not accessible in the central database and are visible only to the software User.

SurgiVision® Consultants, Inc., the developer and licensing authority for the SurgiVision® Data Link software and its officers, shareholders, Independent Contractors, and agents assume no responsibility for any federal, state, local, or other requirements to which the surgeon and The Practice may be bound to adhere.

I affirm that I am a practicing surgeon at The Practice and that, with my signature below, I have the authority to bind myself and The Practice to all of the above.

Surgeon Name (Print): _____ Title: _____

Surgeon Signature: _____ Date: _____

Terms and Conditions of Use
SurgiVision® Data Link IOL Edition Software Program
END USER LICENSE AGREEMENT (EULA)

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9. User Commitment: You acknowledge that the information generated by the Software is intended to assist an operating surgeon provide efficient patient care. It is not a surgical planning tool. Surgical planning and selection of IOL power, etc. must be performed outside the SurgiVision® Data Link software. You agree not to utilize any information generated by the Software for patient care and/or surgical planning. Any and all information provided by the SurgiVision® Data Link software, reports, or other interfaces are for informational purposes only and do not in any way contribute to patient care. All information is subject to validation by the operating surgeon. Validation includes but is not limited to checking the entered data, re-calculation of any information provided by the Software, and confirmation of all information, by the operating surgeon. SVC, its proprietors, employees, contracted independent contractors, non-paid assistants and consultants, paid or otherwise, assume no liability for surgical or clinical outcomes related to use of the Software. The indemnification stipulated below extends to any and all use and consequences of use of the Software.

10. ACKNOWLEDGMENT: YOU ACKNOWLEDGE THAT THE OPERATING SURGEON HAS FULL AND FINAL RESPONSIBILITY FOR ALL PROCEDURES PERFORMED AND AGREE THAT ALL INFORMATION GENERATED BY THE SOFTWARE WILL BE INDEPENDENTLY VERIFIED PRIOR TO INTERPRETATION OR USE BY THE OPERATING SURGEON.

11. Data Accuracy: You acknowledge that you have full and complete control over the completeness, accuracy, privacy, and timely entry of all data entered into the SurgiVision® Data Link™ software, and take full responsibility for all aspects of the data. You acknowledge that any calculations, warnings, and / or outcomes generated in the SurgiVision® Data Link™ software consider, rely upon, and are based on data entered by you. As such, you assume full responsibility for the data entered into the software and release SVC., and its officers, shareholders, employees and agents, from any responsibility or liability associated with use of that data.

You acknowledge that data you enter will become part of a global data pool and will be incorporated into reports that are used by other parties. As such, you agree not to falsify any information entered into the software. You accept any and all liability for outcomes related to false data entered into the program, and accept full responsibility for any actions you take based on your interpretation of data presented in the global data pool.

Any discovery of false information entered through your use of the program may result in deletion of all data from the system that was entered under this agreement.

12. Encryption of Protected Patient Information: SVC does not receive protected patient information at any time. No protected patient information is transmitted by the software, nor is any protected patient information stored on the SurgiVision® Data Link servers. Patient names, dates of birth, etc. are encrypted prior to transmission using 256-bit (strong) encryption in a format that can be decrypted only by and at the practice that entered the data.

Encryption is provided using a proprietary software package. The encryption software requires a text key to encrypt and decrypt the data. The data cannot be decrypted without the text key. You assume full responsibility for storing, securing, and maintaining the encryption key. If the key is lost, the encrypted data will be unrecoverable.

13. Compliance with HIPAA and other Privacy Regulations: You assume full responsibility for compliance with HIPAA and any other privacy requirements associated with use of the SurgiVision® Data Link™ software. The SVC. is not to be listed or considered, listed, reported, or otherwise held as an affiliated business under HIPAA or other regulations. You agree not to transmit, send, or otherwise convey information that violates any HIPAA or other privacy regulations to the SVC., its officers, shareholders, employees and agents.

You agree to inform and obtain the appropriate consent from all patients whose information is entered into the SurgiVision® Data Link software. This consent must contain the following information:

- That their data will be entered into a database in a de-identified format
- That their identity and/or any contact information will not be included, or disclosed to any third party
- That the data may be used for purposes unrelated to their care, including but not limited to research, marketing and publication
- That the intraocular implant lens manufacturer, SVC., and other third parties will be given access to the de-identified clinical information.

14. Technical Support provided by SVC. will be limited to non-patient related issues, such as Licensing installation(s) and guidance with any “Error Codes” and “Error Messages” which appear on the client (s) screen within the SurgiVision® Data Link™ software only. This assistance will be limited specifically to the “Error Message” or “Error Code” as stated on the screen.

15. Indemnification: You agree to indemnify and hold harmless SVC., the developer and distributor and/or the SurgiVision® Data Link™ and its officers, shareholders, employees and agents from and against any claim and from and against all costs which may be related to any claim, including all defense costs and reasonable legal fees, which arise from or are related to any procedure, procedure performed, or use of any information, data storage, data entry, reports, and /or calculation(s) derived by using the SurgiVision® Data Link™ . You also agree to be bound by the terms and conditions set forth in this SurgiVision® Data Link™ Licensing Agreement.

16. Reliance. You acknowledge that the SVC. relies on your agreement with the Terms and Conditions outlined here for sale and/or use of the SurgiVision® Data Link™ software.

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