



MISSISSIPPI STATE BOARD OF MEDICAL LICENSURE

For Every Patient. For Every Provider. For Every Mississippian.

License Agreement Governing Use of Data

This AGREEMENT is entered into between the Mississippi State Board of Medical Licensure (MSBML) and _____ (Data Licensee). The purpose of the agreement is to stipulate the terms for Data Licensee's electronic access to and use of information which is contained within MSBML's proprietary information systems.

1. PROVISION OF MSBML DATA TO DATA LICENSEE

MSBML owns and has the exclusive right to grant access to the MSBML data and systems. Data Licensee understands and agrees that the data contained in MSBML Physician Profiles, as well as any other MSBML data obtained under this Agreement through electronic access to certain MSBML's information systems, are to be used specifically and only for Data Licensee's internal physician credentials verification activities. The use of MSBML data for any other purpose, including, but not limited to, Data Licensee's World Wide Web site or a World Wide Web application of any kind or any consumer service or application of Data Licensee, is strictly prohibited.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

Data Licensee understands and agrees that neither MSBML data as a whole nor any portion thereof shall be released or sold to any party whatsoever including, without limitation, the general public, and is for the sole use of Data Licensee. MSBML reserves the right to withhold from Data Licensee any information which is exempt from disclosure pursuant to Section 25-61-1 et seq. of the Mississippi Code of 1972, known as the Mississippi Public Records Act of 1983, or any other provisions of Mississippi law.

Data Licensee understands and agrees MSBML data represents unpublished data which is to be provided to Data Licensee solely for the purposes of making internal staffing and/or credentialing decisions. Any other use of data obtained pursuant to this agreement by Data Licensee shall constitute unlawful usage by Licensee. MSBML retains the right to prescribe other unauthorized uses and to advise Data Licensee of such. Any rights MSBML may have with regard to this information, including, but not limited to, common law and statutory rights and copyright in such information, are not assigned or released as a result of this Agreement, but are at all times reserved and retained by MSBML, subject to the limited uses permitted under this agreement.

Data Licensee further agrees that it shall not incorporate non-MSBML data with or into MSBML data in the same data field nor incorporate MSBML data, as a whole or any portion thereof, with or into non-MSBML data to an extent that it is impracticable to extricate the profiles or any portions thereof from the non-MSBML data at any time.

MSBML reserves the right to monitor the use of the MSBML data to prevent unlawful and/or other unauthorized use of the data. Data Licensee understands and agrees that any unlawful and/or unauthorized use of the data provided under this

Kenneth Cleveland, M.D. | Executive Director

805 S. Wheatley Street, Suite 600, Ridgeland, MS 39157 • (601) 987-3079

www.msbml.ms.gov

agreement shall constitute a breach of this Agreement for which MSBML shall have the right to automatically terminate this Agreement and Data Licensee's electronic access to MSBML data. In the case of such a breach, MSBML reserves the right to refuse to enter into another such agreement with Data Licensee in the future.

3. METHOD OF ACCESS

Prior to accessing MSBML data, Data Licensee shall execute this Agreement. MSBML will provide Data Licensee with a username and password, which shall be used by Data Licensee in accessing the information. Data Licensee shall be entitled to access MSBML data pursuant to this Agreement for a period of one calendar year. There shall be no limitation on the number of times Data Licensee may access information for appropriate staffing purposes. As set forth above, any unlawful or unauthorized use of any data retrieved in this manner shall result in automatic termination of Data Licensee's access to MSBML's proprietary information system. MSBML retains the right to modify these procedures at any time, after first providing notice to Data Licensee.

Data Licensee agrees to pay for all its costs, if any, for hardware, software and telephone services required for its electronic access to MSBML data. Based upon meeting all the obligations of this Agreement, MSBML will charge \$500.00 annually for hospitals credentialing more than ten physicians, insurance companies, credentialing agencies, etc. Hospitals credentialing ten physicians and less will be charged an annual fee of \$250.00. MSBML reserves the right to make reasonable changes to this fee prior to Data Licensee renewing if MSBML determines that Data Licensee is excessively accessing the system.

4. LIMITATIONS OF LIABILITIES

MSBML data is provided "AS IS" without warranty of any kind as to completeness or accuracy. However, MSBML will make reasonable efforts to keep the data current and complete. Data Licensee hereby agrees to release MSBML from any and all liability for inaccurate or incomplete information contained in the MSBML data obtained pursuant to this agreement.

Further, MSBML disclaims responsibility for any consequences attributable to or related to any use, non-use, misuse or interpretation of information contained in or not contained in MSBML data by Data Licensee. In no event will MSBML be liable for any damages, including any lost profits or other incidental or consequential damages, arising out of Data Licensee's electronic access to, use, non-use, misuse or interpretation of or inability to use MSBML data even if MSBML has been advised of the possibility of such damages. Data Licensee agrees to indemnify and hold harmless MSBML from any claims which may arise out of the access to, use, non-use or misuse or interpretation of the MSBML data.

MSBML does not warrant that the data contained in MSBML data will meet Data Licensee's requirements or that Data Licensee's electronic access to MSBML data will be uninterrupted or without error. MSBML agrees to provide a reasonable amount of technical assistance in order to maintain Data Licensee's electronic access to MSBML data.

In the event the medium on which or mode in which MSBML data is provided is defective and/or MSBML data is not intact, MSBML agrees to provide a replacement or correction if MSBML is notified in writing of the nature of the defect. MSBML's entire liability and Data Licensee's exclusive remedy shall be the replacement of or correction of MSBML data if available, in MSBML's sole discretion.

5. TERM OF AGREEMENT

The term of the agreement is for one year commencing on date agreement and fee are received by MSBML and ending 365 days later. This agreement may be terminated voluntarily by either party by providing notice of intent to terminate this agreement. The agreement may be terminated with or without cause. Termination shall be effective upon 24 hours' notice of intent to terminate. Data Licensee may request a refund of any prorata portion of the fee.

6. MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement, oral or written, for MSBML Physician Profiles between MSBML and Data Licensee. The parties agree that this Agreement in no way affects any other Agreement between the parties. MSBML shall provide electronic access to MSBML data pursuant to the terms of this agreement after receipt of this Agreement appropriately signed in the space provided. By signing this Agreement, Data Licensee agrees to and is bound to the terms and conditions set forth herein.

A signature on a copy of this license agreement received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original.

MISSISSIPPI STATE BOARD OF MEDICAL LICENSURE

LICENSEE

By:

By:

Title:

Title:

Date:

Date: