

## QUICK NOTES INC. EULA – END USER SOFTWARE LICENSE AGREEMENT

**IMPORTANT- READ CAREFULLY:** This Quick Notes Corporation, ("Quick Notes"), End-User License Agreement ("EULA") is a legal agreement between you, either an individual or single entity, and Quick Notes for the QNotes software product(s), which includes computer software, associated media, printed material, and online or electronic documentation ("SOFTWARE PRODUCT"). By using any software provided along with the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. The SOFTWARE PRODUCT will remain the exclusive property of Quick Notes. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may, however, contact Quick Notes for further information and instructions. A Customer Service Agreement must also be signed, and doing so also implies that you agree to all terms and conditions of this EULA. In addition, a signed Service Plan invoice will imply a signed Customer Agreement and thus you agree to terms of this EULA.

Sales & Support: 800-899-2468 • Local: 954-680-5776 • Fax: 954-680-2209 • Web: [www.qnotes.com](http://www.qnotes.com) • Email: [sales@qnotes.com](mailto:sales@qnotes.com)

### 1. GRANT OF LICENSE TO USE:

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Quick Notes grants to you a personal non-exclusive, nontransferable license to use the enclosed SOFTWARE PRODUCT and related materials in accordance with the following terms of this license. Opening the package, installing the product and using the product indicate that you have read and understand this license and limited warranty and you agree to these terms and conditions. Quick Notes reserves the right to change this agreement at any time. Revisions become effective with the first occurrence of either support agreement renewals or installing software updates and upgrades. Your specific use of SOFTWARE PRODUCT may require a service/support plan as defined below.

Each purchase of the right to use the SOFTWARE PRODUCT entitles you to operate it on exactly one (1) computer (CPU) at a time and have the data files on your local computer or on another computer that will function as a data server. Each purchase that includes a verbiage set "QCodes", grants you the right to add to and modify the originally included QCodes as long as a Gold or Silver Service Plan is in place. Additional rights and terms associated with your SOFTWARE PRODUCT are printed on your invoice and in your signed Support and Service Plan agreement. This agreement specifically gives us the right to contact you through our software or by fax, email and mail with promotional material.

### 2. REQUIRED SERVICE PLAN:

**Power Office (Gold):** The Gold Service Plan is required under certain terms of use of the SOFTWARE PRODUCT. You are considered a "Power Office" and the Gold Service Plan is required if you meet any of the following: The SOFTWARE PRODUCT is installed on two (2) to five (5) or more office computers (a network). Two (2) or more portable devices are utilized regardless of computers. PDQ PAD requires WiFi/Network Upgrade, and thus requires Gold Service Plan. The SOFTWARE PRODUCT is utilized by two (2) or more Providers or Doctors in the office. The SOFTWARE PRODUCT is installed at an office as well as a Remote Office through any type of network. The SOFTWARE PRODUCT is used in any type of Interface or Integration with another software product. The SOFTWARE PRODUCT is, or is used in conjunction with, a Certified EHR. For the aforementioned scenarios, you are required to maintain a Gold Service Plan. Most training and normal support services are included with the Gold Service Plan. There are additional licensing fees for more than 5 computers or more than 2 providers at the office.

**Limited Office (Silver):** The Silver Service Plan is available only under certain specific and limited uses of the SOFTWARE PRODUCT. You are considered a "Limited Office" if you meet the following: The SOFTWARE PRODUCT may be installed on one (1) office computer only (no network). The SOFTWARE PRODUCT is installed on one (1) computer, and also with a portable device like one (1) QuiX barcode scanner or one (1) PDQ PDA. The office has only one (1) Provider that uses the SOFTWARE PRODUCT. You are required to maintain at least a Silver Service Plan (the Gold Service Plan is highly recommended). Installation support fees are charged in the Silver Plan. Additional training fees and service and support fees apply for most QNotes issues, and these will be charged on a Per Incident basis ranging from \$75.00 to \$225.00. Support is fee based and is provided for the current shipping version only. Certain "Gold Features" may not be available under the Silver Plan, and these features will be unavailable if you downgrade from Gold to Silver.

**Remote Office Use:** You may NOT duplicate the software for the purpose of loading it for use onto more than one computer at a time without first purchasing a Remote Office and/or Additional Provider license along with the network version of the product and maintain a support plan at each office. Multi-Access use of the SOFTWARE PRODUCT means that you are a Power Office (Gold) and you are required to maintain a Gold Service Plan. Remote Offices linked to the main office require the appropriate network license and additional fees apply for the Remote Office or the additional Providers. We offer a Remote-Use productivity package for each Remote Office or Remote provider using an input device such as a touch screen, pad, pda or barcode reader.

### **3. BASIC USER / BASIC VERSION:**

Basic User / Basic Version: The SOFTWARE PRODUCT is installed and used for evaluation or very light use on one (1) computer. This version is feature restricted and may not be used in a Multi-Access network environment, attempting to do so may cause data loss. Support is not available, and certain purchases of consumables may not be available. Clients will be required to re-establish an appropriate Service Plan if support, upgrades or additional purchases are needed or requested.

Trial, Student and Sunset Users (Basic User / Basic Version): Quick Notes may grant a special License for basic use that does not require a service and support agreement. Sunset Office clients are reserved for clients with light use, typically close to retirement and have less need for support or discounts. Sunset users have special additional terms in their signed service agreement and must opt-in to qualify. Certain features or functions will be disabled if a valid Service Plan is not maintained.

This QNotes basic version may have these and other limitations:

- a) Batch printing, such as printing All or Checked, will be disabled.
- b) Some QNotes Notes screens will present with banner advertisements.
- c) Some advanced features may be limited or disabled, including adding new patients or new notes in SOFTWARE PRODUCT, Portable devices like PDA, QuiX Scanner, Pad or Touchscreen may not be functional, and may not be added to the system, No Multi-Access Network function or support will be allowed; SOFTWARE PRODUCT may only be used on one computer, QCode macro/verbiage file will be locked for modifying, and advanced features and new features will also be deactivated, including SALT, PDF's, Interfaces, and others.

This Basic version is not to be confused with a trial period where you are granted a full 30, 60 or 90 day license to try the product. At the end of such a trial period your license will need to be renewed or you may continue to use the product as a trial or basic version with the above limitations.

### **4. TERM:**

This license is effective upon opening, installing or breaking the seal on this package. It shall immediately terminate if you breach any of the terms and conditions herein. Upon such breach, you agree to destroy all copies of the SOFTWARE PRODUCT including the erasure of the SOFTWARE PRODUCT from any media and discontinue use thereof. The term of a license is for one (1) year, unless otherwise noted on your invoice, and shall renew automatically each period under the same terms unless we are contacted. If you choose to cancel your Service Plan at the end of a term, and you may only do so in writing, then you may use the SOFTWARE PRODUCT under the Basic or Trial licensed version as defined in the below limitations section of this agreement.

### **5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:**

Backup Copies: You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes only, and may NOT be distributed in any way.

Current Version: To receive any service or support for the SOFTWARE PRODUCT, you are required to keep your installed version of QNotes current. See Upgrades below.

Home Use: Quick Notes will grant a special home location license to current Silver or Gold users that allow the product to be installed for Home use. For example the Quick Notes product can be installed on a provider's personal laptop computer for "lookup & review" use only.

Verbiage: Quick Notes officially owns the Verbiage Sets supplied to client in any SOFTWARE PRODUCT, and licenses use of said Verbiage to client. Client shall be allowed to edit or modify said Verbiage as needed.

Remote Office: Each office using a remote desktop or screen sharing technology is required to purchase the Remote Office Package and maintain a service plan. Upgrades will also be required at the Remote Office, as well as at the Primary Office (server location).

Many Providers / Many Computers: If there are more than 5 Computers and Devices, in any combination, used at one office then there may be additional Network License fees and service plan fees. For more than 2 providers at one office there may be Additional Provider Licensing fees.

Transfer: You will not transfer, or otherwise make available the SOFTWARE PRODUCT, in any form, to anyone without the prior consent from Quick Notes Inc. With consent, you may permanently transfer all of your rights under this EULA, provided the recipient agrees to the terms of this EULA and in the case of Power or Limited office, Quick Notes has paid a site license transfer fee. The SOFTWARE PRODUCT will remain the property of Quick Notes and will continue to be subject to terms of this license. ALTERATION, MODIFICATION, DECOMPLICATION OR REVERSE ENGINEERING OF SOFTWARE PRODUCT IS EXPRESSLY AND EXPLICITLY FORBIDDEN. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

Distribution Limitation: You may not rent, lease, lend or distribute copies of the SOFTWARE PRODUCT. Doing so is a distinct breach of contract. Any distribution of SOFTWARE PRODUCT requires written approval from Quick Notes, and fees will apply.

## 6. WARRANTY:

Quick Notes provides the SOFTWARE PRODUCT "AS IS" without warranty of any kind, either expressed or implied, including the implied warranties of fitness for a particular purpose or merchantability and Quick Notes shall not be liable for any tort, indirect, special, or consequential damage such as loss of data, loss of product, loss of profits or loss of goodwill from the use or inability to use the SOFTWARE PRODUCT for any purpose. Your sole and exclusive remedy in the event of defect is expressly limited to the replacement of physical media on which product is distributed as long as the media has not been altered or abused in any way. Quick Notes Inc is not responsible for any special use of the product that results in third party fees billed to the office, including backup services and IT or technician fees for data backup or computer maintenance. Quick Notes is not your IT or technical department for your office computer or network and we are not responsible for your security products.

## 7. SERVICE PLANS, UPDATES, UPGRADES and LAPSES:

The following is a general description, please read your service agreement and get a copy of the current service plan features and benefits for the complete details.

If you have paid the appropriate fees, and are under contract for said service plan, then you may receive certain included services and/or discounts as part of said plan. We reserve the right to charge extra for performing IT services such as configuring your network or security software but we are not and should not be considered your in-house IT administrator. Based on your Service Plan, priority support for your own IT or computer technician maybe provided. Your Service Plan may also include software updates, phone support, QCode verbiage updates and the Quick Notes newsletter. Our Gold Service Plan includes bonus software features that are only available for use as long as the Gold Service Plan is active.

Service Plans do not include Major Upgrades. Upgrades are defined as changes in the version number like 4.x to 5.x. Traditionally, major upgrades are available about every 2 years and provide new features and compatibility with newer computers and operating systems. The **upgrade fee is mandatory** and generally will not exceed \$295.00 per 2 years of innovation. Customers are required to buy and install the upgrade within six (6) months of the release date. This fee is waived for new customers who bought a new QNotes System in the previous 90 days. We charge separately for upgrades to keep our support fees low. We can only properly support the shipping current version and guarantee compatibility with new computers this way.

Customers that have allowed their Service Plan to lapse will be charged the lesser of their past due fees or a re-start fee of \$695.00 / \$995.00 and may be given (or required to purchase additionally) the current version, along with six (6) months Gold Service. There is an additional requirement to continue the Gold Service Plan for a period of time. The Silver and Gold plans are currently set at \$369.00 / \$569.00 respectively per year per location. Quick Notes offers a Gold Quarterly Plan at \$159.00 per quarter with a twelve (12) month payment commitment. Service plans auto-renew under the same terms unless converted to a lesser plan. Certain features and functions will be disabled if a valid Service Plan is not maintained.

## 8. RETURNS:

Customers may return any software system within 30 days of purchase with applicable restocking fees as long the SOFTWARE PRODUCT was installed by Quick Notes Inc. and the client went through normal training. Hardware is not returnable. Self installed systems are not returnable. Service, Installation and other fees are non-refundable. Any and all Updates, Upgrades, Conversions and related SOFTWARE PRODUCT installs are also not returnable.

## 9. PAYMENTS

All payments to Quick Notes for SOFTWARE PRODUCTS as well as for any Service, Support, Installation, Training, Hardware, Consumable Products, and/or any other related item, shall be due as per the original or any subsequent invoice or contract. This includes any purchases, payment plans, service contracts, auto-payments, plan renewals or fees. Failure to pay on time, whether as a one-time payment, installment or renewal payment, shall be deemed a breach of contract. Quick Notes reserves the right to require payment and to seek legal help or pursue collection activities, if client fails to pay amount due.

## 10. SCOPE:

This agreement shall be governed by the laws of the State of Florida and shall inure to the benefit of Quick Notes, its successors and assigns. The invalidity or unenforceability of any provisions of the License Agreement shall not affect the remaining provisions thereof. This is the only EULA between you and Quick Notes and supersedes any previous EULAs. When you click accept on the install screen or renew your support or break the seal on the package containing this software, it is an act whereby you agree to be bound by this mutual agreement with Quick Notes. Quick Notes has the right to revise this agreement at any time. An updated copy of this agreement is maintained on our web site in the forum.

Trademarks: This EULA does not grant any rights in connection with any trademarks or service marks of Quick Notes.

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