

Customer Agreement – QNotes Office V5

All Clients: As required in the Quick Notes ("QN") End User License Agreement (EULA), you must agree with all of the following terms and conditions. Please call Quick Notes or log onto our website for the full list of plan benefits and to read the EULA in its entirety. Agreement must be signed and returned to Quick Notes.

General Use of the Product:

1. All clients must abide by all terms and conditions of this Customer Agreement and the EULA. It is **required** that all clients use QN Products ("Software Product") in a completely legal and ethical manner. Clients are initially trained in the proper and ethical manner, and afterwards, QN shall not be responsible for any legal or financial matters brought on by the client's use or misuse of the Software Products.
2. The Software Product may not be copied or illegally transferred to another party. The Software Product must be registered and licensed by all office locations and/or for all providers/users.
3. All programming, intellectual property and technology is confidential and remains exclusively owned by QN.
4. A "user" is defined as any client using Quick Notes. This includes, but is not limited to, anyone adding a new patient and/or anyone adding a new note to the system (even if typing, dictating or copy/pasting). A "non-user" is typically retired and/or only using QNotes to occasionally retrieve an old note per a request.

Quick Notes Licensing and Usage Policies – Software Product / Providers / Devices:

1. The QNotes Office EMR V5 Software Product is officially licensed to a specific practice location (address). Using the Software Product in more than one office location is strictly prohibited, unless contractually approved by QN and appropriate charges are paid. QN will keep track of practice locations.
2. It is **required** that every **Provider** (and Additional Providers) using the Software Product must be registered and individually licensed with QN. For any Additional Providers, a Provider Licensing Fee will be charged.
3. QN keeps track of Providers by name, and any addition and/or deletion must be reported to QN in a timely fashion.
4. It is **required** that every **Device** that runs the Software Product, including but not limited to touch screens, pads, pda's and barcode scanners, must be individually licensed and registered with QN. QN will keep track of the number of Devices and Licenses purchased by the client, and for Additional Devices, a Device License Fee will be charged.
5. Software Product Devices may not be shared, unless otherwise approved by QN. In these cases, the Clinic Version of the Software Product will be **required**.
6. Any installation that requires a QN Server App to be installed will only be licensed to one physical office location. It is **required** that any additional location shall have an additional QN Server App with appropriate fees. This Server App is locally installed software, typically for QNotes PDQ Pad and is unrelated to the Internet or any other server system.

Quick Notes Service Plan Rules:

1. All clients actively using any Software Products are **required** to maintain a valid and current QN Service Plan and have a current and signed Customer Agreement on file with QN. By signing the Customer Agreement and any Service Plan Invoice, you are agreeing to the licensing and usage rules that accompany the Software Product. There are no exceptions to this policy.
2. After your initial Service Plan term or subsequent Service Plan terms have expired, all client Service Plans will Auto-Renew and QN reserves the right to auto renew your plan. As a courtesy you will be informed of the expiration in advance and an Invoice will be mailed to you. Quarterly Auto-Renew Plans will not require a mailed Invoice, as the initial Plan Invoice will suffice. You have the option to upgrade your Service Plan when you receive your Invoice. All Service Plans auto-renew based on the current pricing and terms. We will only invoice when a yearly Service Plan is up for renewal or if you are over 90 days late on the payment plan.
3. Past due accounts that we invoice will be charged a \$25 invoicing fee. Failure to pay required fees may result in your account being sent to collection.
4. Customers who allow their Service Plan to expire, or whose account is over 90 days past due, can either pay all past due service/upgrade fees, or re-start their QNotes system for a Re-start Package fee of \$695.00-\$995.00 (plus and options they may choose). The Re-start Package includes the current QNotes Software version and 6 months of Gold Service Plan; and the client must remain on the Gold Quarterly Service Plan for a minimum of one full year.
5. Major Upgrades and Modules are available at discounted fees to clients on a current Service Plan. Failure to pay past due amounts may result in your account being sent to collections.

Service Plan Fees and Options:

1. Gold Service Plan is the top-of-the-line plan, and offers unlimited service, training, updates and discounts as well as bonus software features. Gold Service Plan is available quarterly with a 1-year commitment, or at a discount for yearly pre-payment. The Gold Service Plan is the best overall plan with the best value.
2. Gold Service Plan is **required** for offices with any or all of the following attributes: 2-or-more computers on a Network; Wifi/Wireless Network; 2-or-more Providers; Remote Office capabilities; Interfaces with other Billing or HER software/service products; and PDQ Pad/Touch users.
3. Silver Service Plan generally offers some included service, and \$75-\$225 Per Incident service call fees for software update installations and major support incidents. The Silver Plan may exclude certain Gold Plan features. If any of the aforementioned Gold Plan attributes apply, you may not sign up for Silver Plan.

Basic Version of QNotes Office:

1. A Basic Version of QNotes Office is available for customers that have entered a period of light use of the Software Product, and do not feel that they will need any future service, support or updates. Examples of light use would be a client that only uses to look up existing records, or the client that is close to retiring from practice ("Sunset Client").
2. The Basic Version will not work on a multi-access environment like a Network (even if you currently own the Network Version) and has other feature limitations. The Basic Version does not have many of the newer features like PDF, Email, SALT, Easy Templates, Backup Service, SnapShots and Message note types.
3. Service, support and training for the Basic or Sunset user is fee-based, currently at \$150.00 per service incident. Silver and Gold customers have right to request the Basic version on their service renewal as long as they meet the above stipulations and agree to the features, terms and limits found in the EULA.

V5 Upgrades and Updates:

1. Major upgrades are made available at a discounted rate, approx. every 2 years, as we advance the QN Product to new versions. Quick Notes charges a pass-through fee for developing upgrades. Example: going from V4x to 5x.
2. You are **required** to buy and install the upgraded version within six months of the release. Upgrade Fees will generally not exceed \$295.00-\$395.00. This fee is waived for new customers who bought a new Quick Notes System in the previous 90 days.
3. Updates are available from time to time, and are typically included at no charge with a valid Service Plan; an example would be going from Version 5.0 to 5.1,

HIPAA Compliant:

1. We make best effort to protect or destroy any patient data that may enter our facilities. We maintain an industrial paper shredder and use it for any CD, printed emails, faxes or paper documents that may have a patient's personal information on it.
2. When you use the Internet to connect to our "Help-Me-Now" support service, we respect your privacy and patient's privacy. "Help-Me-Now" service is on a timer, so if you forget to disconnect, it will auto-disconnect after 60 minutes.
3. QN will respect all patient Protected Health Information (PHI) and abide by HIPAA standards and requirements.

Data Backup:

1. It is **required** that you own and regularly use a Proper Rotating Backup Solution to protect your QN patient data.
2. For all Version 5x Clients: A proper backup must be done 3-5 times per week. An external rotating set of local drives should be used. At least 1 drive should be designated as "take home (off site)" to comply with HIPAA requirements.
3. Quick Notes reserves the right to withhold software products or service/installation of any software products, updates or upgrades, if there is no verifiable Backup Solution, with a current QN backup, in place.
4. Should clients be unable to purchase and verify a Backup Solution, QN shall offer and **require** the purchase of QN Smart Backup System to client.

Quick Notes Verbiage:

1. Quick Notes owns the rights to all Verbiage supplied to Clients in QN products. Although use of QN Verbiage, and any revisions, is included in the License of QN products, the Verbiage remains the Intellectual Property of QN.
2. Verbiage is limited to one (1) set of Verbiage per QN Office installation, at one (1) location. Any deviation to this policy must be approved by QN, with appropriate applicable fees.
3. Verbiage sets may not be shared, sold, published, etc. to another Provider, practice or location without written approval of QN.

By signing this Agreement.... Client understands and accepts the terms and conditions of this Customer Service Agreement and the EULA / Software License Agreement. Client represents the end user of the QNotes product.

Please fill out all of the required information below, sign, and return to Quick Notes.

Client Name: _____ **Customer #** _____

Number of Providers: _____ **Number of Computers:** _____

Type of External Backup Solution: _____

Signature Required: _____

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