

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 QUICK NOTES 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 • Email: 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) 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.

The SOFTWARE PRODUCT (current version QNotes Office EMR V7) 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 QUICK NOTES and appropriate charges are paid. QUICK NOTES will keep track of practice locations.

It is **required** that every **Provider** (and Additional Providers) using the SOFTWARE PRODUCT must be registered and individually licensed with QUICK NOTES. For Additional Providers, a Provider Licensing Fee will be charged. QUICK NOTES keeps track of Provider names and additions/deletions must be reported to QUICK NOTES in a timely fashion.

It is **required** that every **Device** that runs the SOFTWARE PRODUCT, including but not limited to Touch Screens, Pads, Tablets and Quix Barcode Scanners, must be individually licensed and registered with QUICK NOTES. QUICK NOTES will keep track of the number of Devices and Licenses purchased by client and for Additional Devices, a Device License Fee will be charged. SOFTWARE PRODUCT Devices may not be shared, unless otherwise approved by QUICK NOTES. In these cases, the Clinic Version will be **required**.

Any installation that requires “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 QN Server App is locally installed software, for QNotes Office / PDQ Touch, and is unrelated to the Internet or any other server system.

2. REQUIRED SERVICE PLAN:

All clients actively using any SOFTWARE PRODUCT are **required** to maintain a valid and current QUICK NOTES Service Plan and have a current and signed Customer Agreement on file with QUICK NOTES. By signing the Customer Agreement and any Service Plan Invoice, you are agreeing to the licensing and usage rules that accompany the SOFTWARE PRODUCT, and agreeing to all the terms and conditions noted within this EULA. There are no exceptions to this policy.

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 Version). Two (2) or more portable devices are utilized regardless of computers. PDQ Touch is installed and used with the SOFTWARE PRODUCT in the office. The office utilizes WiFi (typically required with PDQ Touch). 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. 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 1 provider.

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 with one (1) portable Quix Barcode Scanner. The office has only one (1) Provider that uses the SOFTWARE PRODUCT without any portable device. In the above scenarios, you are required to maintain at minimum a Silver Service Plan; however, the Gold Service Plan is highly recommended. Installation support fees are charged in the Silver Plan. Additional training, service and support fees will apply for most SOFTWARE PRODUCT 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 without first purchasing a Remote Office, Network Version and/or Additional Provider License, and maintaining 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 and/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/Tablet, or Barcode Reader.

3. BASIC USER / BASIC VERSION:

Trial/Student 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, unless previously contracted, and certain purchases of consumables may not be available. Trial Version generally includes 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 with the above limitations. Clients switching from Trail/Student to normal use will be required to re-establish an appropriate Service Plan if support, upgrades or purchases are needed or requested.

Sunset/Retired Users: QUICK NOTES may grant a special License for basic use that does not require a service and support agreement. Sunset Office licenses are reserved for clients typically close to retirement and have basically stopped adding patients or notes... QUICK NOTES licenses the Customer to be able to Read Notes and Print Notes, and must opt-in to qualify. Most features or functions will be disabled if a valid Service Plan is not maintained.

Basic Version for Sunset/Retired Customers:

- Batch printing, such as "Print All" or "Print Checked", will be disabled.
- Some SOFTWARE PRODUCT screens will present with banner advertisements.
- Adding Patient, Adding Notes and Editing Notes in SOFTWARE PRODUCT will be disabled.
- Portable devices for Quix Barcode Scanning and PDQ Touch (Pad/Tablet/Touchscreen) will not be functional and may not be added to the SOFTWARE PRODUCT.
- No Multi-Access Network function/support is allowed; SOFTWARE PRODUCT may be used on 1 computer.
- QCode macro/verbiage file will be locked for modifying.
- Advanced features will be disabled, including SALT, PDF's, Interfaces, and others.

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 automatically renew 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 Gold Service Plan users that allows the product to be installed for Home use. For example, SOFTWARE PRODUCT can be installed on a laptop for "lookup & review".

Verbiage: QUICK NOTES officially owns Verbiage Sets supplied to client in SOFTWARE PRODUCT, and licenses use of said Verbiage to client. Client shall be allowed to modify said Verbiage as needed, as long as on a valid Support Plan.

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).

Multiple 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.

Multiple Providers: For more than one (1) Provider at one office, there will 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 if 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 Customer Agreement and get a copy of the current Service Plan features and benefits for the complete details.

Extra Service Fees: 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 may be 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 if the Gold Service Plan is active.

SOFTWARE PRODUCT Upgrades: Service Plans do not include free Major Upgrades or Special Updates. Most Updates are included except as defined below. Upgrades are defined as changes in the version number like 7.x to 8.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 \$369.00. This fee typically covers two (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 QUICK NOTES System in the previous 90 days ("Buyer Protection"). QUICK NOTES may also be required to release a **Special Update** based on market scenarios. Examples might include... When Microsoft converted from DOS to Windows; Y2K (year 2000 changeover); Microsoft release of Windows 10 or Windows 11; Or medical changes like ICD 9 to ICD 10. These special updates are generally offered for \$129 area pass through cost.

Service Plan Rules and Pricing: 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 \$399.00 / \$599.00 respectively per year per location. QUICK NOTES also offers a Gold Quarterly Plan at \$169.00 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:

Unless otherwise specified on a QUICK NOTES Invoice or Show Invoice, Customers may return any SOFTWARE PRODUCT System (New Sales Only) within 30 days of purchase, with applicable restocking fees, as long the SOFTWARE PRODUCT was installed by QUICK NOTES and the Customer went through normal training. The cost of the actual SOFTWARE PRODUCT carries a 25% Restocking Fee. Hardware is NOT returnable. Self-installed SOFTWARE PRODUCT Systems are NON-REFUNDABLE. Service Plans, Additional Service Fees, Installation Fees and other fees are NON-REFUNDABLE. All Updates, Upgrades, Conversions and related SOFTWARE PRODUCT installs are also NON-REFUNDABLE. Shipping/Handling and Tax is also NON-REFUNDABLE.

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. HIPAA COMPLIANT:

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. When you use the Internet to connect to "Help-Me-Now" support service, we respect your privacy and patient's privacy. "Help-Me-Now" service is on a timer; if you forget to disconnect, it will auto-disconnect after 60 minutes. QN will respect all patient Protected Health Information (PHI) and abide by HIPAA standards and requirements.

11. DATA BACKUP REQUIREMENTS:

It is **required** that all Customers own and regularly use a Proper Rotating Backup Solution to protect patient data stored within the SOFTWARE PRODUCT. A Proper Rotating Backup Solution is necessary so that safe backups can (must) be done 3-5 times per week. An additional external drives must also be designated as "take home (off site)" to comply with HIPAA requirements. And there should also be an Offsite Cloud-based backup done once per week. QUICK NOTES reserves the right to withhold SOFTWARE PRODUCTS or service/installation of any products, updates/upgrades, if there is no verified Proper Rotating Backup Solution in place, so that QUICK NOTES and HIPAA requirements are met.

If Customer is unable to verify use of a Proper Rotating Backup Solution, QUICK NOTES shall **require** the purchase of the QUICK NOTES **Smart Backup System**. The **Smart Backup System** is the ONLY Backup Solution that is recommended and supported by QUICK NOTES. QUICK NOTES shall provide an optional **Offsite** (cloud based) Backup Solution, to be used in addition to (and in conjunction with) the **Smart Backup System**. Offsite storage is available with Smart Backup, with 1 GB of data storage available as part of the Gold Service Plan for free, and an additional fee of \$25.00/year for each additional GB of data storage required if applicable.

12. 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.

13. TRADEMARKS:

This EULA does not grant any rights in connection with any trademarks or service marks of QUICK NOTES. QUICK NOTES Software (C) 1989-2021 QUICK NOTES Logo (TM) QUICK NOTES, Inc. 1989-2021. Quick Notes, PDQ Touch, QNotes, QNotes Office EMR, PDQ Pad, Quix, Quix Barcoding, Easy Reports, Smart Backup, QDaySheets, Scriber, Help Me Now are all trademarks registered to QUICK NOTES Inc. Patent Awarded.