

## 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 at 1-800-899-2468 for further information and instructions.

### 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 or installing the product indicates 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.

**Power Office (Gold):** The Gold Service Plan is required under certain terms of use of the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is installed on two (2) or more office computers (a network). The SOFTWARE PRODUCT is used on two (2) or more computers and also with portable devices (PDA, QuiX Scanner, Pad, Touch Screen, etc). Two (2) or more portable devices are utilized regardless of computers. The SOFTWARE PRODUCT is utilized by more than one provider or doctor 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 product. For the aforementioned scenarios, you are required to maintain a Gold Service Agreement. All ongoing training and support services are included.

**Limited Office (Silver):** The Silver Service Plan is available only under certain specific and limited uses of the SOFTWARE PRODUCT. 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. You are required to maintain at least a Silver Service Agreement (the Gold Service Agreement is highly recommended). Installation is NOT included in the Silver Plan. Additional training fees and service and support fees apply for most QNotes issues will be charged on a Per Incident basis. Support is fee based and is provided for the current shipping version only. Certain "Gold Features" may not be available under the Silver Plan.

**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. See the LIMITATIONS' section 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.

**Remote Office Use and Multi-Access/Networks -** 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 multi-access license with the network version of the product and maintaining a support plan. Multi-Access use of the SOFTWARE PRODUCT means that you are a Power Office (Gold Service) and you are required to purchase a Gold Service Plan. Remote Offices linked to the main office require a Multi-Access license and additional fees apply for the Remote Office. We offer a Remote-Use productivity package for each Remote Office using an input device such as a touch screen, pda or barcode reader.

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. 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.

## 3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:

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. This Q'Notes basic version may have these and other limitations:

- a) Adding new patients or new notes will present a banner advertisement.
- b) Additional input devices like a PDA or QuiX Barcode Scanner may not be added to the system.
- c) No Multi-Access Network support.
- d) The QCode macro file will be locked for modifying.
- e) Some advanced features and new features will be deactivated.

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.

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 must keep your installed version of QNotes current. If you are a Power or Limited office you should expect to pay a major upgrade fee, not to exceed \$395.00, about once every two (2) years.

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.

Remote Use: Each office using a remote desktop or screen sharing technology is required to purchase the Remote Office Package. Each Remote package includes one (1) device license for a PDA, QuiX Barcode Scanner or other device.

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.

#### 4. 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 the physical media on which the product is distributed as long as the media has not been altered or abused in anyway.

#### 5. SERVICE PLANS, UPGRADES and RETURNS:

**Service and Upgrades:** 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. A Quick Notes service person is assigned to your office to help with any Quick Notes related problem. Based on your Service plan, this may be inclusive of staff training and priority support for your computer technician, 1-800 phone service and consulting on use of the Quick Notes system. The Support Plans may also include software updates, 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 include updates but do not include major upgrades. Upgrades are changes in version numbers like 4.0 to 5.0. Traditionally, upgrades are available every two (2) years and provide new features and compatibility with newer computers and operating systems. Upgrades are generally available at \$295.00-\$395.00 for Silver and Gold Plan users. Customers are required to buy and install the upgrade within six (6) months of the release date. We can only support the current version with trained staff and guarantee compatibility and availability with new computers this way. Updates must be kept current as well for proper operation. 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 and may be given (or required to purchase additionally) the current version, along with six (6) months Gold Service. An additional requirement to continue the Gold Service Plan for a period of time is also required. The Silver and Gold plans are currently set at \$269.00 / \$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.

**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.

#### 6. 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. Quick Notes reserves the right to seek legal help or to pursue collection activities, if client fails to pay amounts due.

#### 7. 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 agreement between you and Quick Notes. It cannot and shall not be modified unless in writing and signed both by you and an authorized officer of Quick Notes. When you break the seal on the package containing the software, it is an act whereby you agree to be bound by this mutual agreement with Quick Notes.

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

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Patent Awarded.

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