

Customer Service Agreement 2021 for QNotes Version 7

As required in the [Quick Notes End User License Agreement](#) (EULA), you must sign this Customer Service Agreement and agree to the terms in the EULA before using the Quick Notes, "QN", products. To read the EULA, please call Quick Notes for a copy or go to <https://www.qnotes.com/documents>.

Our philosophy concerning the ongoing support of our software products:

We produce a quality product and support this product as follows... We install the product onto your computers which, given the ongoing changes in network security and versions of Windows both new and old, is a challenge. Next we provide professional training and re-installations when needed. We provide **Updates** to the software through ongoing development and invest in our own computers and devices for testing. We also attend major trade shows to meet you in person and gather feedback. To cover these expenses, we charge for a service plan that currently runs \$599 per year for all the above and things like software development tools, computers, utilities, rent and staff. And finally, every few years we add or upgrade features in our major **Upgrades** (not to be confused with the included updates). These upgrades are required and have a pass through fee (see below). If we are forced to release an upgrade sooner than expected due to Governmental or Windows or Security changes, then we will pro-rate the pass through fee.

General Use of the Product:

We require that our clients keep a service plan active and keep the software current to within 6 months of a Major Release. It is required that all clients use Quick Notes Products in a completely legal and ethical manner. Quick Notes shall not be responsible for any legal or financial matters brought on by the client's use of our Software Products. In addition, the Software Product may not be copied, sold or transferred to another party without our consent. All programming, intellectual property and technology is confidential and remains exclusively owned by Quick Notes Inc.

Service Plan Fees and Options:

1. Gold Service Plan: Offers unlimited service, updates when available and discounts as well as bonus software features. Gold Service Plan is available with Quarterly payments, with a 1-year commitment (\$169/quarter); or at a discount for pre-payment (\$599/year). Gold Service Plan is required for offices with any of the following: 2-or-more computers on a Network; Wireless Network; 2-or-more Providers; Remote Office capabilities; Interfaces with other Billing/PM software; any use of any version of PDQ. Training is available for an additional fee, generally per 1-hour session.
2. Silver Annual Plan: Offices with one computer and that are **NOT** using PDQ can opt for the Silver Service Plan to cover updates and some included services at a pre-payment (\$399/year). A \$75-\$150 Per Incident fee applies for software installations, re-installations and most support services. Training is available for an additional fee, generally per 1-hour session.
3. For retiring clients we may discount one of the above plans.
4. The software will default to the Basic Version if a plan is allowed to lapse (see Basic Version on page 2)
5. Our pricing is subject to change, without notice, at any renewal and at the discretion of Quick Notes.

Additional Provider and Device Fees:

Quick Notes charges a provider fee of \$500 for each provider using the system after the first provider. Staff who are not providers are not charged a fee; however, using QNotes Office software in a network environment, on more than one computer, or in conjunction with a PDQ device, requires a 5 or 10 user network version. PDQ has a device fee (\$150-300.00) for each additional PAD or computer.

By signing this Agreement, the 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.

Upgrades and Updates and Training:

Major upgrades are made available at a discounted rate to customers who are current with us, approximately 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 V6 to V7. We reserve the right to offer a special upgrade at a nominal fee if Medicare required it. You are required to buy and install any upgraded version within 4 months of the release date. Upgrade Fees will generally not exceed \$369 per two years. This fee is waived for new customers who bought a new Quick Notes System in the previous 90 days. Updates are available from time to time, and are typically included at no charge with a current valid Service Plan; an example would be going from Version 7.0 to 7.1. Training is available for an additional fee. Please call for information.

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Basic Version (no service plan):

1. A Basic Version of QNotes Office is available for customers that have entered a period of "lookup notes only" use and do not need to add new patients or data to the system. These clients generally do not need ongoing service, support or updates.
2. The Basic Version will not work on a multi-access environment like a Network (even if you currently own the Network Version).
3. Service, support and training for the Basic version is fee-based, currently at \$150.00-225.00 per service incident.
4. 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.

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, if you are on Annual Service Plan, 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. Customers who allow their Service Plan to expire, or whose account is over 180 days past due, can either pay all past due service/upgrade fees, or re-start QNotes system for a Re-start Package fee of \$695.00 (or \$995 if over two years) plus any addition products. 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.

Quick Notes Inc. is 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 secure "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.
3. QN will respect all patient Protected Health Information (PHI) and abide by HIPAA standards and requirements.

Data Backup (in office and offsite):

1. It is required that you own and regularly use a Proper Rotating Backup Solution to protect your patient data in our system.
2. A proper backup must be done 3-5 times per week. An external rotating set of local drives should be used. At least one (1) backup should be designated as a "take home (off site)" to comply with HIPAA requirements.
4. QN shall provide with **Smart Backup** an Off-site (cloud based) Backup Solution, to be used in addition to (and in conjunction with) the QN Smart Backup System. Offsite storage is available with Smart Backup, with 1 GB for free, and an additional fee currently \$25.00/year for each additional GB of data storage required if applicable.
3. Should clients be unable to verify a proper, rotating Backup Solution, QN shall 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 Intellectual Property of QN.
2. Verbiage is limited to one (1) set of Verbiage per QN Office installation, at one (1) location, unless otherwise approved and set fees are paid.
3. Verbiage sets may not be sold, published, or shared to another practice or location without approval of QN.

Customer # **Name:** **# Providers:** _____ **# Computers:** _____

Backup System Used: _____

Signature Required: _____