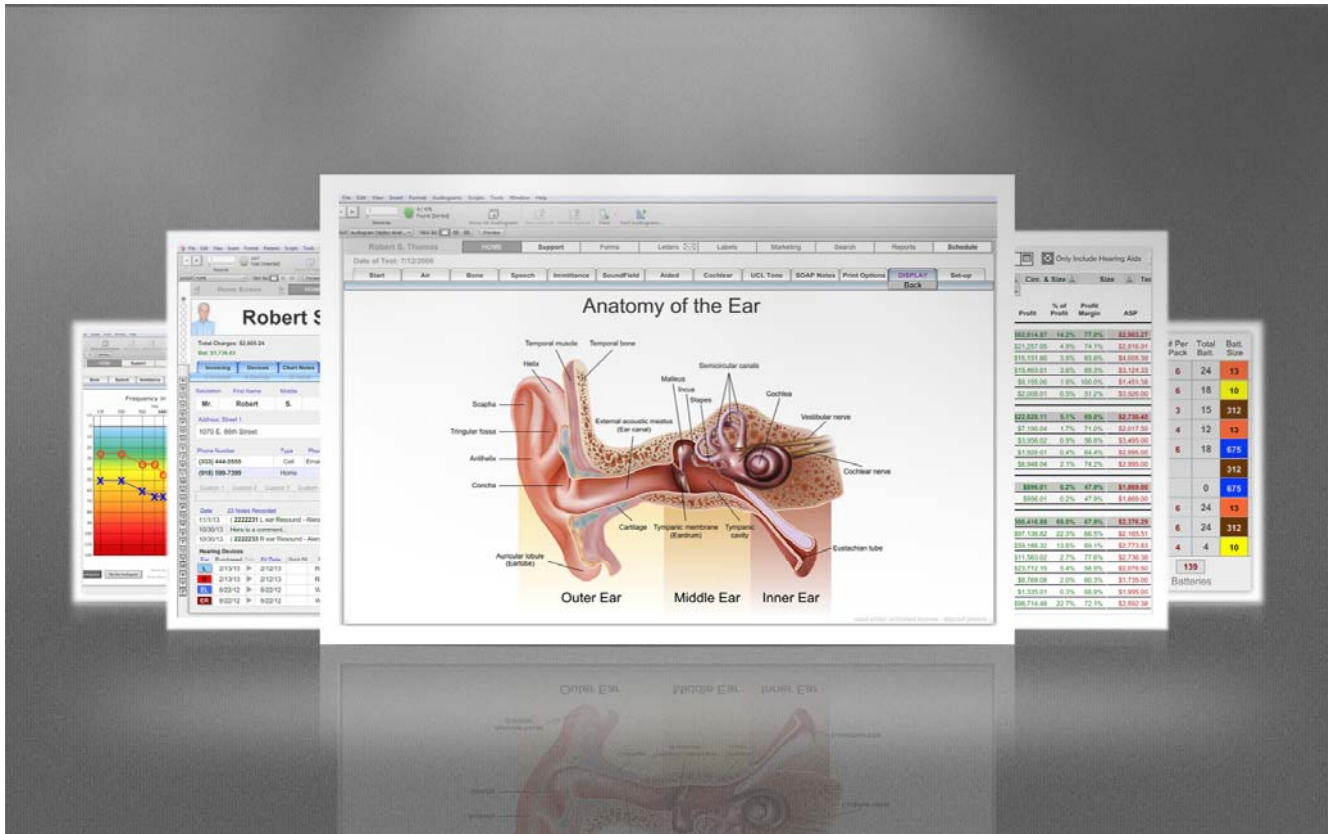


# HearForm

## Office Management Software



HearForm Pre-Upgrade Agreement

# HearForm Software Agreement

This agreement is a legal contract between you (hereinafter referred to as User) and HearForm Software, LLC (hereinafter referred to as Author). The agreement covers all versions and modifications of HearForm software distributed by HearForm on a for-profit basis.

## End User License Agreement

HearForm software products (hereinafter referred to as Products) are the source code of programs, in digital or printed form, including digital or printed documentation and this software purchase agreement (hereinafter referred to as Agreement).

By purchasing the Products, User warrants that he/she has read this Agreement, accepts its provisions, and acknowledges his/her willingness to use the Products as specified in the Agreement.

The Agreement comes into force the moment User receives the Products via electronic data transfer channels or physical copies.

All copyright for the Products is reserved by the Author. Products, in full or in part, are copyright objects, protected by U.S. and international laws. Breach of the Agreement's provisions results in copyright law violation, and will be prosecuted under the legislation in force.

The Products are supplied AS IS. Author does not guarantee any level of performance, selling ability, data safety or other expressly or implicitly related factors. Author is not liable for any damage, real or possible, to User, User's data or business, which resulted from the use or inability to use the Products.

Under this Agreement, unless otherwise indicated, User has the right to install and run 1 (one) copy of HearForm on 1 (one) host only. Each new installation requires a new license. Any kind of distribution without prior permission expressed by the Author is a breach of this Agreement, making User liable for prosecution under law. Additional licenses, if any will be noted on the invoice.

User may modify the source code of the Products at his/her discretion; further use of modified Products is governed by this Agreement. Modifications do not result in any change of the copyright provisions given above. Any modification of the source code by the User may void Author's liability for the modified Product's operational capability.

Author is not liable if any criminal or administrative proceedings are instituted against User due to the use of Products in any illegal context.

This Agreement is considered terminated when User deletes all files and documentation (as well as their copies) received from the Author. Termination of the Agreement does not bind Author to refund User payment made for the Products.

## Updates and Technical Support (Subject to Change)

Author constantly improves the Products; the improvements are based on customers' requests and Author's research, development, and marketing data. Author modifies the Products, including additions, deletions, and changes of existing features and/or user interface, at his discretion.

Custom modification of the software is available for an hourly fee. Please see <http://www.hearform.com/documents/support.pdf> for more information about our support policy.

**Minor Updates** - Updated versions of the Products containing patches, bug fixes and modifications of supported functionality are offered to the Users on a free basis.

**Major Upgrades** - Author is constantly working on the improvement of the Products, and may release new versions of the Products containing significant enhancements of functionality and new features on a paid basis. The price for updating to the new version of the Products is published on Author's website. User purchases the new version of the Products and installs update at his/her discretion. Upgrades are not mandatory.

Registered users receive notifications on updates via e-mail. It is the responsibility of the user to keep HearForm informed as to any changes in email addresses.

Author provides no support for the issues related to custom tuning and modification of non HearForm related computer Hardware and software issues, including problems that may exist with networks and printers. Author does not provide educational services covering general windows issues.

If User modifies the source code of Products, Author does not guarantee compatibility of such modified Products with the updates released and disclaims all obligations related to support of modified Products.

**At HearForm, we believe it is very important that our prospective and upgrading customers have a clear understanding of our company policies. It is our goal to eliminate any possibility for misunderstandings. Please do not “Be under the impression” about anything. If it’s important to you, please do not assume that something is true... ask and we will give you a direct answer.** Some information below may have been mentioned previously in this agreement.

HearForm is largely a software based company, as opposed to a service based company. Our primary product is HearForm Software. With respect, purchasing HearForm software does not mean that we in any way become the employees of our customers. We cannot offer general IT based services to our customers. In the same way that Microsoft does not take responsibility for your basic IT needs, HearForm will only support a very limited role within your computing necessities.

## **Hardware**

HearForm staff does not support hardware related issues. We are not responsible for printers, scanners, mice, keyboards or any other physical hardware.

While the vast majority of printers work well with HearForm/FileMaker Pro, it is highly recommended that you test your printer(s) with our demo before making a decision to purchase or upgrade HearForm software. It is possible that a simple driver update may resolve these rare printing issues, but it is also possible that your printer may not work with HearForm/FileMaker Pro.

Additionally, the vast majority of HearForm forms, letters and reports can be printed to a PDF that can then, likely, be printed on your printer. We offer limited help with Labeler Issues. You may not be able to use your labeler with HearForm.

## **Back-ups and Power** (Not applicable for HearForm Cloud based customers.)

While a back-up script/macro button is a part of HearForm, HearForm requires that you take responsibility to maintain a sufficient back-up routine. Backing up additional copies of important information offsite is highly recommended.

Those clients that host HearForm on the software called “FileMaker Server” are still responsible for checking to see if proper back-ups are being created. It is a good idea to periodically run through a “worse case” scenario to see if your emergency back-up procedures are effective.

A battery back-up (Interruptible Power Supply or UPS) is strongly recommended for the host computer and is the responsibility of the customer. This will delay or possibly prevent an improper shut down of your computer, which can damage open files.

## **Your Computer Network**

HearForm 11 provides a new way to create folders/directories (and sub-directories, if desired) for each patient. Any documents saved to those respective directories can then be viewed from within a given patient’s record. By default, the directories are created on the host computer in the following location... C:\HearForm\Documents. Client computers will NOT be able to see or interact with those documents unless a “Network Shared Directory” is created first. HearForm staff does not manage or support networking issues. If you are not able to create a network shared folder (that all clients have access to), it is recommended that you ask your IT professional to create a universally shared folder location.

Similarly, HearForm allows you to attach one or more images to each patient’s record. Your internal network must be set-up properly to allow displaying images to client computers.

Assumptions are naturally made about many software purchases. We encourage our prospective customers to ask questions about important concerns, as opposed to make assumptions that may not be accurate.

## **NOAH and CounselEar**

HearForm does not receive any compensation from HIMSA/NOAH. We do not provide technical support for NOAH software.

HearForm customers can purchase CounselEar’s NOAH connection module for a fee.

## **QuickBooks**

While HearForm does link with QuickBooks, Quickbooks is not required to use our software. HearForm offers powerful reporting options, as well as a robust receivables module. HearForm does not; however include an accounts payable module. New versions of Quickbooks may or may not work with HearForm. A HearForm license does not include a copy of QuickBooks.

## **Credit Card Processing**

HearForm11 now links with “ChargeltPro” for PCI compliant credit card processing. ChargeltPro has agreed to match your current discount rate paid to your current merchant services provider. HearForm will support any issues regarding ChargeltPro that are a part of our system. ChargeltPro will support any issues that arise from their side of transactions, including installation and set-up.

## **Clearing Houses / Electronic Billing**

HearForm allows you to choose from any number of clearing houses that accept our "Print Image Format." (PIF) Most clearinghouses will automatically convert our "PIF" to the ANSI 837 format. If the ANSI 837 is necessary for your practice, please check with your clearinghouse before making a final decision about purchasing HearForm software.

HearForm will support any issues regarding clearinghouses that are a part of our system. The clearinghouse will support any issues that arise from their side of transactions.

## **Do Not Call**

Although HearForm includes a robust telemarketing module, it is the responsibility of the practice to stay within "Do Not Call" regulations.

## **Email and Faxing**

Although HearForm allows customers to email or fax almost any HearForm screen, it is the responsibility of the customer to purchase and use a compatible email and faxing plan.

FileMaker Pro, HearForm's database engine will use the default email client of the customer's computer. Filemaker does not work with online emailing services such as Google's Gmail or aol.com's emailing system. Locally installed Outlook is the preferred choice for emailing. As of 7-21-2014, FileMaker also works with Mozilla Thunderbird and <http://www.postbox-inc.com> mail. Other mail systems may be compatible and can be tried before upgrading or purchasing HearForm. Online Faxing services are required to use HearForm's faxing features. Faxing services such as [www.myfax.com](http://www.myfax.com) - [www.efax.com](http://www.efax.com) or [www.metrofax.com](http://www.metrofax.com) require a monthly fee for service. HearForm does not profit from any faxing service and does not provide support for those services.

## **HIPAA**

Contrary to what you may have read or heard NO SOFTWARE IS HIPAA compliant. It is the responsibility of the practice to have procedures and policies in place that meet with HIPAA guidelines and requirements. HearForm has a number of features that help you stay within compliance; however, it is your responsibility to make sure your patient's private health information is secured according to your proper understanding of HIPAA rules.

How, then, do you find a HIPAA-compliant software package? You cannot, because no such thing exists.

It is you, as an organization, that's HIPAA compliant, and no software application will make your practice that way. HIPAA defines a large set of policies and procedures, many of which have nothing to do with technology. Instead of searching for a "HIPAA-approved" label, you should be looking for software that provides the (few) features suggested by HIPAA guidelines, and that additionally helps to support the policies and best practices that your organization has set up to protect your data.

## **FileMaker Go 11 App**

HearForm can be used with limited functionality on an iPad or an iPhone. The app called "FileMaker Go 11" is required to use those devices with HearForm. (\$40 and \$20 respectively.) Apple computer and FileMaker, Inc. set policies regarding the pricing and purchase of those apps.

## FileMaker Pro 11

HearForm is essentially an elaborate template built upon the database engine called FileMaker Pro. HearForm will train customers regarding FileMaker Pro's most basic features, but does not train customers to become FileMaker Pro developers or intermediate to advanced users.

### Privacy Policy

HearForm respects the private information of our customers. Any piece of information supplied by the customer and stored on our server is not subject to disclosure or transfer to any third party under any conditions, except for the requests issued by law enforcement agencies under applicable legislation or court order.

### Refund Policy

**HearForm supplies non-tangible goods that cannot be returned. Therefore, we maintain a no-refund policy. This practice is common in the software industry. Of course, we only want satisfied clients, so we strongly suggest that you thoroughly research your hearing industry software choices before making a final purchase decision.**

A Demo of our software is available that will demonstrate the capabilities of HearForm.

[http://www.hearform.com/documents/hearform\\_setup.exe](http://www.hearform.com/documents/hearform_setup.exe) To avoid misunderstanding, you should consider watching some or all of our training videos located at <http://www.screencast.com/users/Mhuskey> or contact the support desk (888-453-8806) to receive detailed answers about HearForm's properties and features and their adequacy to your specific needs.

Unless otherwise indicated, payment is expected at the date of receipt of software. If a monthly payment plan is agreed to, you agree to make regular monthly payments until the entire balance is satisfied.

### Signature and initials

\_\_\_\_\_ Please initial this line to signify that you understand HearForm 11 is **different** in many ways from previous versions of HearForm and that you agree to upgrade your software even if some of those changes are not desired. It is the responsibility of the practice owner to inform staff of HearForm's new or changed features. Please see <http://www.screencast.com/t/orvID9F> for videos that explain many of those changes.

\_\_\_\_\_ Please initial this line to signify that you understand that HearForm makes no promises to modify your software to meet your particular custom wants or needs. Customization may be available, but is not promised on any specific time table. Custom programming will incur a mutually agreed to fee. (With respect, just because HearForm can be customized significantly, HearForm Software, LLC is not obligated to do so.)

\_\_\_\_\_ Please initial this line to signify that you understand **custom** forms, letters, reports and other changes made to your current software WILL NOT TRANSFER automatically to HearForm 11. Those items may, in many cases, be copied and pasted to our new system relatively easily. Other customizations may require a significant amount of time.

Transfer of custom changes will likely incur a support fee. Please discuss any custom transfer needs with HearForm staff if you desire to migrate those customizations to HearForm 11.

\_\_\_\_\_ Please initial this line to signify that you understand that while the majority of your data from a previous version of HearForm will be transferred to HearForm 11, some data may not be transferred. Audiometric NR responses are converted to a mutually agreed dB level for Air and Bone. (This is due to an improved method of displaying NR responses at a desired frequency instead of displaying always at 100dB.)

(IMPORTANT) Additionally, **because the new scheduler is built upon an entirely new system, it is the responsibility of the user to manually transfer all APPOINTMENTS and schedule related data to the new schedule** (unless the user chooses to use the HearForm 10 legacy schedule that remains an option in HearForm 11.) Your staff will be able to view the old scheduler to allow easier updating of schedule information.

We sincerely apologize for this important inconvenience, but are simply unable to transfer schedule data. You will not lose your older copy of HearForm 8 or HearForm 10 and that file may be kept and viewed as a reference.

For later users of **HearForm 10...** HearForm can transfer limited appointment details. If the appointment line is preceded by the patient's unique identifier (key), we can transfer the patient's name to the appropriate date and time on our new scheduler. We cannot, however transfer the appointment type or color.

Battery club information is transferred to HearForm 11, however, that information is not transferred to the improved battery club fields. Legacy battery club info can be displayed to the right of the battery club screen.

HearForm 11 has a new and improved method for storing documents and images. Previous documents and images may need to be manually transferred into the new specific patient folders. Please call for details and clarification if you have stored a large number of documents in HearForm 8 or HearForm 10.

HearForm 6 upgrades to HearForm 11 do not transfer HCFA data. There may be other data that does not transfer from earlier HearForm versions, but we are not aware of any other data that does not transfer.

To reduce the likelihood of any misunderstandings regarding this upgrade, please feel free to email your questions or concerns to the author at [support@hearform.com](mailto:support@hearform.com)

With respect, a **"No Whining Clause" is in effect** in regards to the HearForm 11 upgrade process. Although that may appear to sound rude, our intention is to have only satisfied customers. If any part of the upgrade process makes you or your staff uncomfortable, please consider delaying the upgrade to a more appropriate time.

I agree to the above stated (7 pages total) conditions and would like to upgrade to HearForm 11 Software. I understand that HearForm 11 is what it is and customization by HearForm staff may be very limited.

Signed: \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name: \_\_\_\_\_

Practice Name: \_\_\_\_\_

Please Fax the last two pages of this signed document (page 7) to **509-315-1469**