



ICANotes Service Agreement

Please print this document and fax it to 443-992-4239 or scan it and email to sales@icanotes.com

PRICING		
User Type	Monthly Fee	
First Prescribing Clinician (includes one Office User)	\$149.00	
Non-Prescribing Clinician (includes one Office User)	\$69.00	
Additional Prescribing Clinician	\$99.00	
Additional Non-Prescribing Clinician	\$69.00	
Additional Office User	\$39.00	
LICENSE FEES		
A \$75 annual license fee applies to the lesser of either users or computers		
A - Total Users: <input type="checkbox"/>	B - Total Computers: <input type="checkbox"/>	Select the lesser of A or B : <input type="checkbox"/> x \$75 = \$_____
DISCOUNTS		
Groups of 4 or more clinicians earn 1 additional office user at no additional charge. Groups of 4 or more clinicians qualify for discounts. Discounts are also available to clinicians starting a practice, part-time clinicians, students, and non-profit organizations. Please call for a quote at 866-847-3590, x201.		

Clinical users have full use of the program. Office users cannot generate clinical reports but may have the ability to enter certain patient demographic and non-clinical data. ICANotes will supply confidential passwords to each user. ICANotes reserves the right to examine the user database periodically. If a user is dropped from the group and a new one is desired, a new password must be issued and the old password must be expunged.

For billing purposes, all users within a group must have the same billing dates regardless of when the individual users established service. No prorated charges are available. An automatic monthly charge via credit card or bank transfer agreement is necessary. Other special arrangements must be made with ICANotes. A 15-day advance notice of cancellation is necessary. Subscribers wishing to cancel service must advise ICANotes at least 15 days before the end of their monthly period to avoid a new monthly charge.

ICANotes regularly backs up patient data and will provide patient data on a USB drive for any subscriber wishing to terminate service. For accounts with fewer than 10 clinicians the fee is \$150. For hospitals or accounts with more than 10 clinicians, the fee is \$300. Records are deleted from our servers 3 months after an account is closed.

ICANotes requires the payment of annual license fees equal to \$75 per user or computer (whichever is less). Said license fees are due upon creation of an ICANotes account and upon each anniversary thereafter. License fees are non-refundable and will recur unless 15 days notice is delivered in writing to ICANotes of intent to cancel subscription.

I understand and accept the above conditions. Initials: _____

Practice Name:		Date:
Practice Owner:		How did you hear about ICANotes?
Address:		
City:	State:	ZIP:
Phone:	Email:	
Your IT Contact (name/phone/email):		
Will you be using ICANotes for electronic billing? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Specify the full name and **unique** email address of each ICANotes user for your practice. Check boxes for the appropriate user type and associated fee(s) for each user. If you have been quoted a group discount, enter the quoted rate on the blank line in the monthly fee column. If you have more than 6 users, please complete extra copies of this sheet. We can accept an Excel spreadsheet format in lieu of this form. If you are registering more than 12 users, please submit your registration information electronically using the spreadsheet format available on our website's ordering page.

User		User Email and Phone Number	User Type	Monthly Fee	
First Name:			<input type="checkbox"/> Prescribing Clinician <input type="checkbox"/> Non-Prescribing Clinician <input type="checkbox"/> Office User <input type="checkbox"/> Student/Intern <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time	<input type="checkbox"/> \$149.00	<input type="checkbox"/> \$ 20.00
Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
First Name:			<input type="checkbox"/> Prescribing Clinician <input type="checkbox"/> Non-Prescribing Clinician <input type="checkbox"/> Office User <input type="checkbox"/> Student/Intern <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time	<input type="checkbox"/> \$149.00	<input type="checkbox"/> \$ 20.00
Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
First Name:			<input type="checkbox"/> Prescribing Clinician <input type="checkbox"/> Non-Prescribing Clinician <input type="checkbox"/> Office User <input type="checkbox"/> Student/Intern <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time	<input type="checkbox"/> \$149.00	<input type="checkbox"/> \$ 20.00
Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
First Name:			<input type="checkbox"/> Prescribing Clinician <input type="checkbox"/> Non-Prescribing Clinician <input type="checkbox"/> Office User <input type="checkbox"/> Student/Intern <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time	<input type="checkbox"/> \$149.00	<input type="checkbox"/> \$ 20.00
Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
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Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
First Name:			<input type="checkbox"/> Prescribing Clinician <input type="checkbox"/> Non-Prescribing Clinician <input type="checkbox"/> Office User <input type="checkbox"/> Student/Intern <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time	<input type="checkbox"/> \$149.00	<input type="checkbox"/> \$ 20.00
Last Name:				<input type="checkbox"/> \$ 99.00	<input type="checkbox"/> \$ 5 e-sig
Credentials:				<input type="checkbox"/> \$ 69.00 <input type="checkbox"/> None	<input type="checkbox"/> Other: _____
				<input type="checkbox"/> \$ 39.00	
Compute Annual Licensing fee for Practice below, then enter amount in "Annual Licensing" Order Total box →			ORDER TOTAL: <i>Note: e-Rx requires a separate agreement. Email sales@icanotes.com</i>	Annual Total	Monthly Total
# Users: A=	# Computers: B=	Enter smaller of A or B: _____ x \$75 = \$ _____			

Please select your preferred payment method.

Please charge my annual license fees and monthly service fees to the following credit card:

Name (as it appears on card):	
Billing Address of Card:	
Credit Card #:	Expiration: /
CSV Code(located on back of credit card):	

Please charge my annual license fees and monthly service fees to the following checking account:

Name on Checks:
ABA Routing Number (as it appears on checks between colons, example :7675579932:):
Account Number: (you can also fax a voided check with your service agreement)

I, _____, authorize ICANotes to charge \$_____ for annual license fees (\$75 per user per year) and monthly charges in the amount of \$_____. My monthly period will begin on _____.

Signature: _____

Acknowledgment of Terms and Conditions	Initials
I acknowledge that a wired network (ethernet) port is recommended for security, reliability, and performance. Although a wireless connection may work, ICANotes recommends a wired connection. The connection to ICANotes requires a persistent 150kb/s connection. A solid 3G, 4G or 4G LTE connection can work with ICANotes, however it depends on your network, location and device. Follow these steps to test your connection: http://icanotes.com/content/test-your-connection	
I understand that ICANotes does not issue refunds on monthly service fees or annual license fees.	
I understand that I must give 15 days' notice prior to my next billing date to cancel my account without incurring another monthly fee.	
I understand that I must give 15 days' notice prior to my annual license renewal date to close my account without incurring another nonrefundable annual license fee.	
I understand that it is my responsibility to print my records when I close my account (or purchase a USB drive of my records) as all records are deleted 3 months after an account is closed.	
I understand that the ICANotes SLA is for 99.5% uptime (see next page). No account credits are provided unless this SLA is not met. Credits are limited to amounts specified in the SLA.	
I understand that as I add or delete users, my monthly and annual fees will be automatically adjusted by ICANotes Billing without the need to sign another Service Agreement.	
I understand that individual web-based training sessions are included in my monthly service fee at no additional cost and that should I reserve a training time and fail to participate or provide 24 hours' notice of my cancellation, there will be a \$50 no show fee charged to my account.	

It is important that our users comply with HIPAA regulations as they relate to the use of ICANotes. To remain compliant with HIPAA regulations:

- Do not send any Protected Health Information (PHI) to ICANotes staff via regular email or text.
- Send PHI to ICANotes staff using the ICANotes Patient ID via the ICANotes secure messaging center, via our Customer Support Portal (help.icanotes.com) or via fax and only when necessary to resolve a problem with using the ICANotes software program.

ICANotes Service Level Agreement (SLA)

ICANotes, LLC will use commercially reasonable efforts to provide 99.5% Availability (as defined below) for ICANotes Services within ICANotes' Control as calculated below.

“Available” means the ICANotes Services are available for access and use through Customer's Internet connection.

“Control” includes ICANotes network services within the data center of ICANotes and/or ICANotes' service providers which extends to, includes and terminates at the Internet Service Provider (“ISP”) circuit termination point on the router in ICANotes and/or ICANotes' service providers' data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of “Control” are the following:

- (a) Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer's network services which allow the Customer to access the ICANotes Services. These components are controlled by the Customer and their performance or failure to perform can impair or disrupt Customer's connections to the Internet and the transmission of data.
- (b) Equipment, data, materials, software, hardware, services and/or facilities provided by third party vendors or service providers of Customer.
- (c) Acts or omissions of Customer or its affiliates or any of their respective employees, contractors, agents or representatives, third party vendors or service providers of Customer or anyone gaining access to ICANotes' network at the request of Customer.
- (d) Issues arising from bugs or other problems in the software, firmware or hardware of third parties.
- (e) Delays or failures due to circumstances beyond ICANotes' reasonable control that could not be avoided by its exercise of due care.
- (f) Any outage, network unavailability or downtime outside the ICANotes data center.

Availability Calculation: Availability is based on weekly 7 day x 24 hour calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where “a” is the total number of hours in a given calendar month, and “b” is the total number of hours that ICANotes Service is not Available in a given month. Specifically excluded from “b” in the calculation of the Availability measurement are (1) planned downtime (of which ICANotes shall give at least 8 hours notice via the ICANotes Services and which ICANotes shall schedule to the extent practicable during the hours from 9:00pm – 5:00am Pacific Time); (2) a service interruption caused by a security threat until such time as the security threat has been eliminated; (3) reasons of a Force Majeure Event (as defined in this Agreement) or events which are outside ICANotes' Control as defined above; (4) use of unapproved or modified hardware or software by or on behalf of Customer; and/or (5) issues arising from misuse of the ICANotes Services by Customer or its agents, customers or third party contractors.

Remedies: The remedies stated in this Section are the Customer's sole and exclusive remedies and ICANotes' sole and exclusive obligations for service interruption. In the event that ICANotes is unable to provide the Availability objective noted below in any given calendar month, Customer will receive a credit on its next monthly invoice equal to the corresponding percentage noted below of one (1) month's fees for the ICANotes Services for the month in which the Availability objective was not obtained, which shall not exceed 25% of the fees due to ICANotes for that calendar month.

Services Availability	Credit
Uptime of 99.5%	No Credit
Uptime of 99.0% - 99.49%	1%
Uptime of 98.0% - 98.9%	2%
Uptime of 97.0% - 97.9%	3%
Uptime of 96.0% - 96.9%	5%
Uptime of 95.0% - 95.9%	10%
Uptime of 90.0% - 95.0%	15%
Less than 90%	25%

Customer's right to receive service credit(s) will be Customer's exclusive remedy for ICANotes' failure to satisfy the Service Level Agreement. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is not current in its payment obligations either when the outage occurs or when the credit would otherwise be issued. To receive Service Credits, Customer must submit a written request, within 15 days after the end of the month in which the ICANotes Services was unavailable, or Customer's right to receive Service Credits with respect to such unavailability will be waived. Where a Force Majeure Event (as defined in this Agreement) prevents full Availability for more than twenty (20) consecutive days in any six (6) month period, Customer's sole remedy is to terminate the Agreement on thirty (30) days' written notice to ICANotes. In such case, neither Party will be liable for penalties or damages arising out of a failure to perform under this Schedule.

HIPAA Business Associate Agreement

ICANotes LLC doing business at 1600 St Margarets Rd, Annapolis MD 21409 and _____,
doing business at _____
are parties to a Business Associate arrangement as defined under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations (the HIPAA Rules) in which ICANotes functions as a Business Associate of _____ as a Covered Entity.

In January 2013, the Federal Office of Civil Rights (OCR) published a Final Rule which amends the HIPAA rules, including provisions related to Business Associates. These changes require that a current Business Associate Agreement be in place prior to September 23, 2013. As a result of the Final Rule, Business Associates and any of their subcontractors are now directly subject to the provisions of the HIPAA Rules.

The various sections of the law referred to in this document can be found in the *Federal Register* document issued by the U.S. Department of Health and Human Services (HHS) on January 25, 2013: <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **ICANotes LLC**.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) Protected Health Information (PHI). "Protected Health Information" HIPAA protects all "individually identifiable health information held or transmitted by a covered entity or its business associate, in any form of media whether electronic, paper, or oral. This information is called "protected health information" at 45 CFR 160.103
- (e) Disclosure. "Disclosure" shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information at 45 CFR 160.103
- (f) Subcontractor. "Subcontractor" shall mean a person who acts on behalf of a business associate, other than in the capacity of a member of the workforce of such business associate at 45 CFR 160.103.
- (g) Breach. "Breach" shall mean "an impermissible use or disclosure of protected health information unless the covered entity or business associate as applicable demonstrates that there is a low probability that the protected health information has been compromised." A four part risk assessment must be performed to determine if protected health information has been compromised at 45 CFR 164.402.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
The business associate will notify **Covered Entity appropriate staff *within 3 business days*** upon discovery of any **breach or other security incident** related to **ICANotes software or hardware** that might **result in unauthorized disclosure of protected health information of the Covered Entity**. This includes any attempt to access protected health information by anyone including unauthorized ICANotes staff. **ICANotes LLC** will report to **the Covered Entity _____**: **the date, time, nature of incident and other pertinent details**. **ICANotes LLC** will report any possible breach notifications to the Covered Entity as required.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ICANotes LLC will ensure that any **subcontractors** that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524; any requests made by an individual will be forwarded by the business associate to the covered entity within 7 business days of the individual's request.
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526; any requests for amendment from the individual will be forwarded to the covered entity within 7 business days.
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity within 7 business days as necessary to satisfy covered entity's obligations under 45 CFR 164.528; any requests for accounting of disclosures from an individual will be forwarded to the covered entity within 7 business days.
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services requested by the covered entity including possible de-identification of information in accordance with 45 CFR 164.514 (a)-(c). Business associate may only use de-identified information in performance of duties if requested by covered entity.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity minimum necessary policies and procedures.

- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate provided it does not violate HIPAA rules.
- (f) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. The exception to this is for data aggregation at the request of the covered entity and for the business associate's management and administration and legal responsibilities.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of September 3, 2013, and shall terminate on the date covered entity terminates for cause as authorized in paragraph (b) of this Section.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity and the covered entity has determined that additional time to cure the breach is not appropriate.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate shall return to covered entity or, if agreed to by covered entity, destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information or if it is infeasible to return or destroy protected health information, protections are extended to such information. The provisions of the Agreement shall survive termination of the business associate relationship to the extent necessary for compliance with the HIPAA rules. This provision shall also apply to protected health information that is in the possession of subcontractors of the business associate. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
6. Transmit protected health information to another business associate of the covered entity at termination if requested by the covered entity.
7. Business associate should obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Insurance

- (a) As appropriate for commercially reasonable insurance for a Business associate enterprise, Business Associate agrees to obtain and maintain a policy or policies of liability insurance or commercially reasonable self insurance coverage that provides insuring agreements with minimum levels of coverage \$ 1 million per claim/\$ 3 million per year without exclusion or limitation that apply to any harm arising out of a breach of obligations of the business associate under this Agreement or negligent acts or omissions in performing this Agreement.
- (b) Evidence of Coverage: Notice of Change. Business associate shall provide covered entity with current evidence of coverage for the required insurance policies upon request by the covered entity and shall notify the covered entity at least ten (10) days prior to any change to, or amendment or cancellation of business associate insurance policies. Coverage under such insurance policies shall survive the termination of this agreement as such coverage relates to acts arising during the term of this agreement.

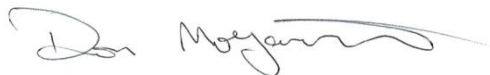
Excluded Persons

Business associate represents and warrants to covered entity that business associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any Federal health care program as defined in 42 USC § 1320a-7b (f) ("the Federal health care programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care program, and (iii) is not under any investigation or otherwise aware of any circumstances which may result in business associate being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty Agreement, and business associate shall immediately notify covered entity of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give covered entity the right to terminate this Agreement immediately for cause.

Further Assurances

The parties agree that from time to time they will amend the Agreement to account for changes in the applicable law or regulations arising out of the HIPAA law and that on and after the effective date of this Agreement, such then applicable provisions of the HIPAA law or its applicable implementing regulations shall be incorporated by reference into the Agreement as written until such time as the parties may amend the Agreement to otherwise specifically provide for the subject matter of such provisions but in no case for a period longer than one year from the effective date of any such statutory or regulatory provision, during which time the parties shall negotiate further assurances in good faith.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Agreement Effective Date.

Covered Entity:		Business Associate: ICANotes, LLC	
Signature:		Signature:	
Print Name:		Print Name:	Don Morganstern
Title:		Title:	Chief Executive Officer
Date:			