



Q REMINDER SERVICE ADDENDUM TO MASTER SERVICES AGREEMENT

The terms of the Triarq Master Services Agreement govern the terms of this Q Reminder Service Addendum. Q Reminder Service is an option that can be purchased separately. Customer agrees that the is being offered only on the condition that the Customer expressly accepts all of the terms of the Master Service Agreement and the terms below. Triarq only provides Q Reminder Service to those organizations that are covered under a current Triarq Software License Agreement and are covered under Triarq's Software Maintenance service.

1. Q Reminder Service is a service providing automated means of, on Customer's behalf, sending phone, text, email, or mobile application messages to parties who have elected to receive these messages from Customer. The service can be accessed through the website provided by Triarq, automated telephone system, text (SMS) messages, and through such automated means as Triarq may provide to Customer.
2. Triarq's Q Reminder Service is powered by Relatient. Relatient is a third party beneficiary of this Agreement with rights to enforce the terms of the Agreement. Relatient's Confidential Information, software and technology, documentation, and trademarks are protected equivalent to that of Triarq.
3. The sole purpose of Triarq's Q Reminder service is to remind people about healthcare related events, request information from, and delivering informative messages to persons with which you have a pre-existing commercial, business, or professional relationship. Under no circumstances is this service to be used for mass-marketing purposes. Violation of this purpose will result in immediate termination of Customer's account. Phone calls, text messages, and email are not appropriate for certain types of private communications. Customer agrees to use the Triarq Q Reminder Service for appropriate communications. Customer agrees to abide by all state and federal laws governing robocalls. Please refer to Federal Regulations per 16 C.F.R. Part 310 for a detailed explanation. (www.ftc.gov). For medically related communications please refer to the Federal Regulations per 45 C.F.R Part 160.
4. Q Reminder services are invoiced and payable as agreed to on the Customer's Purchase Schedule or may be included in Triarq's gloComplete service.
5. Prohibited Actions:
 - Using the service in a manner contrary to the law.
 - Using the service in any manner which disrupts the Q Reminder Service operations or any other users' use of the service.
 - Using the service to contact someone with whom Customer does not have a pre-existing commercial relationship.
 - Importing, entering, or storing contact details in the service for any person from whom Customer does not have explicit consent to record contact details.
 - Knowingly using the service to record information about, or contact, anyone under 13 years of age.



6. Triarq and Relatient make commercially reasonable attempts to protect the privacy of data Customer enters into the service, or cause to be transferred to the service. This includes encryption of data in between Customer and the service, commercially reasonable efforts to secure the servers that the service operates on, and legal and technical means to restrict access to data to only persons authorized by Customer or Relatient.
7. Triarq or Relatient will not intentionally expose data which Customer enters to other parties with the following exceptions:
 - Triarq or Relatient will, in the ordinary course of service, transmit data regarding phone calls, emails, text messages, and web or application providers to third-party communication carriers which Triarq or Relatient has contracted with to provide phone calls, emails, text message, and mobile application services to Customer.
 - Triarq and Relatient will obey lawful instructions to disclose information issued by any competent jurisdiction.
 - Triarq and Relatient will obey lawful instructions to disclose information, about any party which Customer records information about or contact, to their own persons, their legal representatives, or their guardians, on proof to Relatient's satisfaction about their identity. Relatient will likewise correct or remove information on file about them at their request.
8. Triarq and Relatient expressly disclaim confidentiality of any information which is transmitted via telephone, text messages (SMS), or email. It is an unavoidable aspect of these methods of communication that information included in them can be intercepted and recorded by third parties, including parties other than those that you intend to receive the information. Customer holds Triarq and Relatient harmless for any disclosure of information included in, contained in, or used to perform a phone call, text message, email, or other form of communication. Customer further understands and acknowledges that these methods of communication are not appropriate for all uses, specifically Protected Health Information under HIPAA. Customer is solely responsible for ensuring that use of the service are appropriate, including that they satisfy privacy laws, including but not limited to health, education, and consumer privacy laws. The below signer is an authorized representative of the Customer's organization, and has the authority to enter into binding agreements on its behalf.

Customer:

Name:

Title:

Signature:

Triarq:

Name:

Title:

Signature: