

# HOW TO OBTAIN OQ® PAPER & PENCIL PRODUCT LICENSE

Step 1: Read the OQ® Paper & Pencil Product License Agreement and the accompanying, Paper and Pencil Product License Application & Order Form Carefully (Please Note: A Separate License Fee must Be Paid For Each OQ® Product Applied For)

Step 2: Review the Following Table To Select The Type Of License That Best Suits Your Needs. Enter The Appropriate License Fee For Your Size Practice/Organization On The **Paper & Pencil Product License Application & Order Form**

The Fee Shown Is A ONE TIME Fee:

License Type	Who Should Order	Fee:
Student	One Individual. License is valid while student is working on their first terminal graduate degree. License expires upon issuing of degree.	\$50.00
Individual	One Person in a solo, group practice or otherwise	\$75.00
Small Group	Two to Five persons in a given group practice or legal entity employed by or bound by contract with this group practice or entity. Group / Entity must be located in one state or providence	\$300.00
Medium Group	Six to Fourteen persons in a given group practice or legal entity employed by or bound by a contract with this group practice or entity. Group/entity must be located in one state or providence.	\$900.00
Large Group	Fifteen to Fifty persons in a given group practice or legal entity employed by or bound by a contract with this group practice or entity. Group/entity must be located in one state or providence.	\$2,400.00
Facility	Any number of persons over fifty in number employed by or bound by a contract with one given facility at one distinct location.	\$3,500.00
Single State	Any number of persons, over fifty in number, employed by or bound by a contract with a legal entity operating within the confines of a single state or providence with more than one distinct location.	\$7,000.00
Multi State	Any number of persons employed by, or bound by a contract with a legal entity operating within the confines of up to ten states or providence's.	Call For Quote
National	Any number of persons employed by, or bound by a contract, with a legal entity operating within the confines of a single nation.	Call For Quote
International	Any number of persons employed by or bound by contract with a legal entity operating in more than one nation.	Call For Quote

Step 3: Determine if you will need more than one manual supplied with each license. Please be aware that the Manual is copyrighted and **Must NOT** be duplicated. Enter any extra manual charge (\$25.00 per manual) on the **Paper & Pencil Product License Application & Order Form**. Most products (instruments) are also available in other languages. Contact OQ Measures for availability.  
Please note: Manuals are available in English Only

Step 4: Decide how you want your order shipped to you. Determine shipping costs and enter the amount on the **Paper & Pencil Product License Application & Order Form**. All orders are payable in US Dollars.

Service	Charge	Enter Charge For Service
Shipping & Handling for ALL Orders	\$25.00	\$ 25.00
Priority Mail for US Orders ADD	\$5.00	\$ _____
Express Mail for US Orders ADD	\$20.00	\$ _____
International Orders Global Priority (Required for all International Orders) ADD	\$25.00	\$ _____
Please Enter this Total amount on Line D of the <b>Paper &amp; Pencil Product License Application &amp; Order Form</b>		Total: \$ _____

Step 5: Enclose a Check, Money Order or Credit Card Payment in U.S. Dollars for the Total of the License Fee, Extra Manuals, and Total of the Shipping and Handling Charges. Return it with the Enclosed **Paper & Pencil Product License Application & Order Form**

## What You Will Receive With Your Order:

- One (1) copy of each instrument you order. Additional copies may be purchased upon request; please specify language desired.  
\* You have a lifetime license to use this instrument (unless otherwise noted, as with student licenses), and may make as many copies of this instrument as necessary for the purpose of administration
- One (1) copy of the manual corresponding to the instrument you ordered. This applies to all levels of licenses. Additional copies may be purchased upon request. These are available only in English.

# OQ®-PAPER & PENCIL PRODUCT LICENSE APPLICATION & ORDER FORM

**TERMS AND CONDITIONS:**

Applicant is hereby applying for a/an:

<i>Please Circle Type of Product</i>			<i>Please Circle One Level of License</i>		
OQ® -45.2	Y-OQ® 2.01	OQ® -ASC	Student	Medium Group	Single State
OQ® -30.2	Y-OQ® -30.2	S-OQ® 2.0	Individual	Large Group	Multi State
OQ® -10.2	Y-OQ® -SR 2.0		Small Group	Facility	National / International

License as is defined on the attached "OQ® Paper & Pencil Product Binding License Agreement." Applicant is enclosing the corresponding License and Order Processing Fees. (Please enter these fees below). Applicant has read the Binding Paper and Pencil License Agreement accompanying this Application & Order Form and accepts and agrees to the Paper & Pencil Binding License Agreement. OQ Measures, LLC ("OQ MEASURES") accepts this Application and grants this License to Applicant subject to the Paper & Pencil Binding License Agreement. The License is not effective unless this Application is approved by an authorized officer or representative of OQ MEASURES. Applicants who are not accepted for Licensure will have their license fees returned to them

**AGREED TO BY:**

\_\_\_\_\_  
Applicant Name (Individual, Corporation, etc.) \_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Signature (Applicant) \_\_\_\_\_ Printer Name & Title of Authorizing Authority for Group or Organization

Order Information:	Enter Fee:
A) License Fee (Taken From Step 2 Table): <b>NOTE: A separate license fee must be paid for each instrument</b>	\$
B) Extra Manuals: Number of manuals Wanted = _____ for \$25.00 each	\$
C) Additional Instrument (please specify which language): _____ for \$25.00 each	\$
D) Sub-total (Add Lines A through C).	\$
E) Utah Residents must include UT State Sales Tax with their order. (6.85% of line D)	\$
F) Total of Shipping, Handling, and Additional Postage Charges (Taken from STEP 4 Table):	\$
<b>G) Grand Total Enclosed in this Order (Total of lines E &amp; F):</b>	<b>=</b>

Payment Information:	Please Circle One : <input type="checkbox"/> Check or P.O. Enclosed <input type="checkbox"/> Credit Card Payment (See Below)
Credit Card Information:	Please Circle One : <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD
Name As It Appears on Credit Card (Please Print Clearly):	_____
Billing Address and Zip Code (Please Print Clearly):	_____
Card Number: _____	CVV2 # _____ Expiration ( / ) _____

Contact Information:	Shipping Information: Please Print or Type Clearly
Phone# 1 ( )	Name:
Phone# 2	Organization:
Fax#	Address:
Email:	Address:
Other	City: _____ State: _____ Zip: _____ Country: _____

**Return This Form (License Application & Order Form) Along with your Total Payment To:**

OQ Measures LLC	Phone: (888) MHSCORE (888-647-2673)
P.O. Box 521047	Fax: (801) 747-6900
Salt Lake City, UT 84152	Email: Info@OQMeasures.com
Please Make Checks Payable to: OQ Measures LLC	Web: www.OQMeasures.com

# QQ<sup>®</sup>-PAPER & PENCIL PRODUCT BINDING LICENSE AGREEMENT

1. **Licensee.** If the QQ<sup>®</sup> Measures, LLC (Hereafter "QQ<sup>®</sup> Measures") or its designee has approved of the Application of the Applicant by the act of returning to the Applicant correspondence indicating this fact, then the Applicant is the "Licensee" under this License Agreement.
2. **QQ<sup>®</sup>-Product.** "QQ<sup>®</sup> Product" means the paper and pencil version of the health care protocol, outcome screening, progress tracking or outcome prognostic measure, and work of authorship for which the Applicant is applying for on the accompanying "QQ<sup>®</sup> Paper & Pencil Product Application & Order Form"
3. **License.** Subject to the terms and conditions of this Agreement, QQ<sup>®</sup> Measures grants to the Licensee a license to use, copy and distribute the specific QQ<sup>®</sup> product accompanying an Administration & Scoring Manual, but only in connection with Licensee's bona fide health care practice (the "License") as the Applicant has applied for and been approved for. This Administration & Scoring Manual may **NOT** be duplicated. Student licenses expire upon issuing of the student's first terminal degree or five years after the issue of the Student License, whichever comes first.  
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7. **Responsibility.** Before using or relying upon the QQ<sup>®</sup> Product it is the responsibility of Licensee to ascertain the suitability of the QQ<sup>®</sup> Product for any and all uses made by Licensee. The QQ<sup>®</sup> Product is not a diagnostic tool and should not be used as such. The QQ<sup>®</sup> Product is not a substitute for an independent medical or other appropriate professional evaluation. Any and all use of and reliance on the QQ<sup>®</sup> Product by Licensee is at Licensee's sole risk and is Licensee's sole responsibility. Licensee shall indemnify QQ<sup>®</sup> MEASURES and its Officers, Directors, Employees and representatives, and the Authors of the QQ<sup>®</sup> Product against, and hold them harmless from, any and all claims and law suits arising from or relating to any use of or reliance on the QQ<sup>®</sup> Product provided by QQ<sup>®</sup> MEASURES to licensee. This obligation to indemnify and hold harmless includes a promise to pay any & all judgements, damages, attorney's fees, costs & expenses arising from any such claim or law suit.
8. **Disclaimer.** Licensee accepts the QQ<sup>®</sup> Product "As Is" without warranty of any kind. QQ<sup>®</sup> MEASURES disclaims any and all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and noninfringement. QQ<sup>®</sup> MEASURES does not warrant that the QQ<sup>®</sup> Product is without error or defect. QQ<sup>®</sup> MEASURES shall not be liable for any consequential, indirect, special, incidental or punitive damages. The aggregate liability of QQ<sup>®</sup> MEASURES for any and all causes of action (including those based on contract, warranty, tort, negligence, strict liability, fraud, malpractice, or otherwise) shall not exceed the fee paid by Licensee to QQ<sup>®</sup> MEASURES. This License Agreement, and Sections 7 and 8 in particular, defines a mutually agreed upon allocation of risk. The fee reflects such allocation of risk.
9. **Construction.** The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
10. **Entire Agreement.** This Agreement is the entire agreement of the Parties relating to the QQ<sup>®</sup> Product.
11. **Governing Law.** This Agreement is made and entered into in the State of Utah and shall be governed by the laws of the State of Utah. In the event of any litigation or arbitration between the Parties, such litigation or arbitration shall be conducted in Utah and the Parties hereby agree and submit to such jurisdiction and venue. Notice to commence any litigation or arbitration should be directed to: QQ MEASURES LLC, P.O. Box 521047, Salt Lake City, Utah 84152.
12. **Modification.** This Agreement may not be modified or amended.
13. **Transferability.** This Agreement may not be transferred, bartered, loaned, assigned, leased or sold by the licensee.
14. **Violations.** Violations of any provision or stipulation of this Agreement will result in immediate revocation of this license. Punitive damages may be assessed.