

Ensemble Business Software ClientFirst™ Product Support



November 4, 2008

The ClientFirst Product Support Program includes Telephone Support Services covering the day-to-day issues associated with the use of Ensemble and MAS 90 modules. A one-year subscription is included with all new installations and becomes effective on the date that your software is installed.

Telephone Support Services

Qualified ClientFirst subscribers receive unlimited access to our Product Support Group via telephone, voice mail, fax and e-mail. Product Support is staffed between the hours of 7:30am and 4:30pm Pacific Standard Time, Monday through Friday.

ClientFirst Product Support Requirements

The success of the ClientFirst Product Support program is dependent on the quality of other components within your integrated information system solution strategy. To ensure effective and uninterrupted ClientFirst support, the following guidelines should be understood and adhered to:

- Telephone Support Service is designed for the ongoing support of Ensemble Business Software and is provided to individuals who have completed minimum training requirements on the module(s) in question. Training of new personnel or of existing personnel in the use of new modules can be obtained from our Professional Services Group at published hourly and daily rates.
- Ensemble Business Software can only operate properly if it has been installed in an environment (i.e., computers, networks, and operating systems) that meets published specifications. These specifications include minimum hardware requirements, network configuration and operating systems compatibility requirements. We encourage Ensemble clients to engage only qualified hardware, network and operating system support specialists and to provide suppliers with these published specifications.
- In order for our Product Support Group to perform in a timely and effective manner they must be granted dedicated inbound access to your computer system via pcAnywhere for Windows® level 10.5 or higher, Terminal Services or Citrix®. Internet configuration of TCP/IP should be allocated and configured prior to the installation of Ensemble Business Software. Our staff must also be assigned sufficient network rights allowing for file transfer to and from the /MAS 90 root folder.

Time & Expense Services

Members of our Product Support Group are trained to address the issues that arise from the day-to-day use of Ensemble Business Software. Services required beyond this scope will be billed on a Time & Expense basis. Please note that our Product Support Group will answer any and all calls and that it is incumbent upon your organization to properly educate and empower staff regarding the use of our Time & Expense Services. The following are examples of services that we stand ready to provide, but due to their variable and unpredictable nature are not used to calculate ClientFirst pricing and are therefore subject to Time & Expense billing:

- During implementation we will help you to identify personnel within your organization and provide them with the minimum training required on a module in order to participate in the ClientFirst Product Support Program. This information will be recorded in our internal Client Support system and will be referenced whenever someone from your organization phones for support. The time spent with non-qualified personnel will be billed.
- Crystal Reports, Custom Office, Report Master, Label Master, G/L Custom Financials and FORMs and third-party products like StarShip, Credit Card Processing and Business Alerts are powerful and flexible tools that in some cases have been included in your software at no additional cost. During the due diligence and implementation processes you will make decisions about how you intend to use these tools, including a decision to train your people internally on their use or to engage Ensemble Business Software to provide support, Reports, Labels and FORMs, any or all of which we are happy to do at published hourly and daily rates.
- Ensemble Business Software does not support the use of Import Master, Visual Integrator, DynaLink, ACT! Link, Extended Solutions or third-party Master Developer products as these modules lack intimate knowledge of the business rules contained within the procedural code of Ensemble Business Software. Their use is dangerous and can ultimately result in the corruption of the database. We do not provide training or support on these modules and the time spent as a consequence of its use will be billed.
- Account management and project engagements outside of the normal day-to-day use of Ensemble Business Software should be planned, scheduled and arranged through our Professional Services Group to ensure that the resources you need are available when you need them. Examples of these types of engagements include strategic planning, consulting, operational reviews, changes in fiscal year reporting requirements, company/division consolidations/separations, and operating system and/or hardware migrations. In general, any one-time process that results from a change in business strategy or system configuration should be considered a project engagement.

- Engineering Enhancement projects typically require services such as project management, problem definition, cost/benefit analysis, budget estimate preparation, functional requirements preparation, technical specification preparation, programming, quality control, documentation, delivery, installation, training and 30-day warranty periods. For each Engineering Enhancement request you will receive a Budget Estimate document that includes a fixed-fee range inclusive of these services. Large projects may require the additional preparation of a Functional Requirements document in which case a fixed-fee will supersede preliminary estimates. Services rendered for projects that are not accepted will be billed on a Time & Expense basis.
- EDI Map and Label Templates are provided “as is” and may be customized in order to stream line internal processing. Time spent on client and/or trading partner initiated template customization and EDI Coordination activities such as Trading Partner Relationship Management, Internal Process Consulting, System Configuration and Maintenance, Daily Operations and Exception Resolution will be billed on a Time & Expense basis.
- Problems with hardware, operating systems and power supplies can result in Errors and Data Corruption within your Ensemble Business Software. Error Codes 5, 86, 105-114 and others are indicative of this type of problem, and while easy to identify, the resulting corruption once introduced is nearly impossible to measure, locate and remedy short of a full restore from backup. Our Product Support Group can help to trouble shoot these types of problems and can attempt data recovery on a Time & Expense basis.

Time & Expense Billing

Invoices for Time & Expense services are generated weekly for work performed in the previous week, covering and identifying services rendered as well as costs incurred and other charges. We determine our fees by actual time spent. Out-of-pocket expenses such as modem/phone charges, delivery expenses, and travel costs, are billed in addition to consulting time. Payment will be due thirty (30) days after the date of our invoice. If we do not receive a comment within ten (10) days of the invoice date we will assume that you have seen it and find it acceptable. Invoices unpaid within thirty (30) days of the invoice date may result in interruption and ultimate cancellation of your ClientFirst Product Support Agreement. To prevent accidental lapse of service Ensemble Business Software will apply payments against your oldest invoices first. Under certain circumstances Ensemble Business Software may require prepaid retainers against which Time & Expense Billings will be applied.

ClientFirst Product Support Program Renewal

Renewals are automatically invoiced thirty (30) days prior to expiration of ClientFirst Product Support Agreements. The renewal term will be one (1) year and the amount will be based on a number of criteria including prior year usage. Ensemble Business Software will extend a thirty (30) day grace period following expiration of your ClientFirst Product Support Agreement after which service will be terminated and a 25% late fee assessed. If your ClientFirst Product Support Agreement has been lapsed for 13 months (but less than 24 months) and you desire to renew, you will be charged for the lapsed year, the current year, plus the 25% late fee. In effect, you are being charged for the enhancements and improvements made to the software during the lapsed period.

Disclaimer of Warranty

Ensemble Business Software Product Support Group members are well trained in the operation of our software products, and they will make every reasonable attempt to find answers to your questions and solutions to your problems. However, we cannot guarantee that all defects will be fixed or that all of your questions or issues will be resolved. OUR PRODUCT SUPPORT PLAN AND SERVICES ARE PROVIDED “AS IS” AND ALL WARRANTIES REGARDING SUCH SERVICES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

Because software is inherently complex and may not be free from errors, you are advised to verify the results of any service provided and the work performed by the software programs supported. NEITHER ENSEMBLE BUSINESS SOFTWARE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SUPPORT PLAN AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE PROGRAMS SUPPORTED, EVEN IF ENSEMBLE BUSINESS SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This means Ensemble Business Software is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from the use of the software programs or loss of use of the software programs, or for damages or costs incurred in connection with obtaining substitute support services or substitute software, claims by others, or similar costs.

Other Limitations

No employee, agent or representative of Ensemble Business Software is authorized to make any representations or warranty with respect to our Support Plans and Services. Our Support Plans do not include support for any hardware components of your system or any software not supplied by Ensemble Business Software, including but not limited to computers, hard disks, operating systems, databases, third-party software, network servers, printers, bar code readers, cash drawers or any software associated with such devices. Our Support Plans do not include on-site support. Ensemble Business Software reserves the right to modify or terminate support services during your subscription period, and to decline renewal of your subscription at the expiration of any plan period.

Allocation of Risk

By subscribing to an Ensemble Business Software Support Plan, you acknowledge and agree that the Support Plan allocates risk between you and Ensemble Business Software as authorized by the Uniform Commercial Code and other applicable law, and that the pricing of Ensemble Business Software products and services reflects this allocation of risk and the limitations of liability contained in this document. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

Some states do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, or some of the above may not apply to you.

Sales and Use Taxes

You are responsible for sales and/or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program. You agree upon request to provide Ensemble Business Software with written proof of compliance regarding such taxes. In the event that Ensemble Business Software is obligated to satisfy liability imposed by state or local sales, use, property or excise taxes associated with your licensing, possession or use of the Program, you agree to reimburse Ensemble Business Software for the amount so paid.

Entire Agreement

This Support Plan supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Support Plan may be modified only in writing and shall be enforceable in accordance with its terms upon receipt of payment.