



***UNDERSTANDING
YOUR PROFITKEY SUPPORT
CHANNELS***

ProfitKey Product Support Policy

ProfitKey offers annual Support under the terms and conditions of the license agreement for the underlying Software. For your annual Support fee, you will receive the following services:

SOFTWARE ENHANCEMENTS. ProfitKey will make available to Customer, enhancements and upgrades to its commercially available Software during the term of Full Support. All such supplemental software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this your License Agreement. ProfitKey will maintain a research and development staff and will consider enhancement suggestions offered directly by its Customers and through its user group(s). ProfitKey reserves the right to make final determination of what enhancements to make and what constitutes an enhancement as opposed to a new function or feature, which ProfitKey may choose to offer at an additional price. All information, feedback, data, questions, comments, suggestions are unrestricted and shall be deemed non-confidential and Customer automatically grants ProfitKey and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, display and perform the same.

SOFTWARE REPLACEMENT COPIES. If the initial copy of the Software becomes lost or destroyed ProfitKey will supply a replacement copy of the latest version of the Software at a nominal delivery fee as published in its then current price list.

SOFTWARE SUBSTITUTION. If Customer has been continuously enrolled in Support from the initial Software delivery, Customer may, at any time substitute any other version of any Product then offered by ProfitKey for its licensed Product, upon payment of (a) the difference between the original license fee paid for the licensed Product version, and the list license fee of the substituted Product version at the time of substitution, or (b) \$7,500, whichever is greater. For the purposes of Software substitute, the following constitutes a change in Product version:

1. A change in Operating System.
2. A change in Database Type
3. A change of major release, eg: V6 to V7

All substituted software shall be considered part of the Software and subject to the terms and conditions of this your License Agreement.



WEB & REMOTE ACCESS SUPPORT. While Customer is paying for Full Annual Support, Customer shall have web & remote access to ProfitKey's Customer Service Organization. ProfitKey is obligated to provide web & remote access support only for Products owned by ProfitKey and those Third Party Products where ProfitKey has been authorized by the third party to provide such support. The standard hours of support are 8:00 a.m. to 5:00 p.m. United States Eastern time. On occasion Customer may need assistance during non-standard hours or holidays. In that case, ProfitKey will make every effort to provide such service on an on-call basis. All Support services provided to Customer during non-standard hours will be billed to Customer at its then-current support rates. In order for ProfitKey to provide timely and beneficial Services, Customer must identify a single Systems Administrator to maintain and upgrade the Products, and be the primary contact with ProfitKey. In addition, use of web & remote support by Customer requires installation by Customer of an internet connection to your database server and/or a PC on your network. This must include a ProfitKey approved connection method to allow our Technical Support access to your system.

EXTENSION AND RENEWAL. Upon the expiration of the initial annual Support term, ProfitKey may renew annual Support for one twelve (12) month period upon advance payment of the then-current annual Support Fee. **ProfitKey may choose not to renew your Support in the event that any of your invoices are in arrears by more than 60 days.**

ADDITIONAL CHARGES. It is ProfitKey's policy to charge for any services requested by Customers that are not covered under this Policy.

UNAUTHORIZED MODIFICATION TO SYSTEM RECORDS. Customer is strongly discouraged from performing any write-back to the database to modify records. If Customer wishes to modify a record, Customer must obtain ProfitKey's prior, written authorization on a detailed specification. Customer shall pay the cost of all services performed by ProfitKey to correct any errors that result from the modification of a record by Customer without ProfitKey's prior written authorization.

TERMINATION OF MAINTENANCE. ProfitKey shall have the right to terminate Customer's Support contract at any time, upon five business days written notice to Customer if Customer breaches the License Agreement, if Customer modifies any system record without ProfitKey's prior written authorization, or if Customer modifies any system program. In the event of any such termination by ProfitKey, ProfitKey will refund the balance of any prepaid Support fees paid by Customer for the affected Product.

If Customer terminates Support for any Software, and subsequently wishes to reinstate Support, Customer shall be required to pay lapsed annual Support fees at the then-current annual Support rate for all unsupported years up to a maximum of 3 years, in addition to any other charges (including but not limited to any fees associated with third party products) required to bring Customer's version of the Software to the then-current version of the Software.

CHANGES TO THIS POLICY. This policy is subject to change without notice.





Our Technical Support organization is divided into two distinct support groups:

Technical Support assists with both technical and basic application issues regarding your software and hardware.

Professional Services assists with the installation of hardware and software, product training, consulting, project management and individual on-site assistance to ensure a successful implementation of the ProfitKey software.

The ProfitKey Technical Support group has been organized into the following teams:

Manufacturing
Financial
IT/Hardware

This structure enables us to provide you with the best possible support utilizing the expertise of each Technical Support Representative.

The Manufacturing Team has the expertise to handle all your technical and basic application issues relative to all of the ProfitKey Manufacturing modules. The Financial Team has the expertise to handle all your basic application and technical issues relative to Accounts Payable, Accounts Receivable, General Ledger and Payroll. IT/Hardware Technicians are available to expedite the resolution of hardware and operating system problems by direct service within your warranty period or by referral to the appropriate service vendor.

From time to time problems may occur that disrupt the operation of your ProfitKey system. Technical Support is staffed with Service Representatives to solve these ProfitKey system problems and reestablish database integrity. When reporting these problems to Technical Support, please refer to page 7 in this document to assist you in gathering the appropriate detailed information required to solve your problem. Having all the information available will enable ProfitKey Technical Support to provide faster resolutions.

When reporting incidents to Technical Support, please insure that you communicate the severity of your particular situation and the impact it has on the availability of your system.

TECHNICAL SUPPORT CHARTER

The ProfitKey Technical Support Department's primary objective is to provide technical and basic application support for all ProfitKey modules. This support includes software warranty, product updates, system enhancements, and conversion upgrades. Also included is support for ProfitKey databases and operating procedures. The department provides ancillary support for hardware, peripherals, and operating systems. Primary support for these items is normally provided through maintenance contracts with the respective hardware vendor.

THE TECHNICAL SUPPORT STAFF

The department is comprised of a Manager, Technical Support Representatives, and IT/Hardware Technicians. In addition, the department utilizes personnel from other ProfitKey departments on an as required basis. For example, application related questions may be referred to Professional Services.

TECHNICAL SUPPORT HOURS

The Technical Support Department provides a Web based program for supporting ProfitKey users over the internet and via modem. ProfitKey's new Rapid Response web support enables our customers to find the answers they need on-line quickly and easily. This powerful e-business tool unleashes the full power of the Internet by eliminating e-mail backlogs, automating technical service, and lowering operation costs. Our customers can also check the status of their open incidents and the latest tracking information on new releases. ProfitKey offers its customers annual maintenance contracts, which entitles the customer to incident support and new releases of the software.



You can enter an incident 24 hours a day. Technical Support responds to the incidents between the hours of 8:00 a.m. to 5:00 p.m., EST.

CUSTOMARY TECHNICAL SUPPORT PROCEDURES

Customer assistance is initiated with a NEW INCIDENT opened in the **Rapid Response Support System** which the ProfitKey customer makes by going to www.profitkey.com, clicking on the Support Login, log into our web based support program and selecting Ask A Question. An E-MAIL NOTIFICATION will be received by one of our Technical Support Representatives who will contact the customer via email. [If you are in a "SYSTEM-DOWN" situation, select "SYSTEM DOWN" when opening an incident, and a top priority will be placed on your incident and handled by a Technical Support Representative ASAP.] **See Technical Support Priority Levels page 10.**



Technical Support assistance will continue with a **FIRST TIME RESPONSE** from a Technical Support Representative. The primary purpose of this response is to answer/solve the issue and close the incident if it can be accomplished within twenty minutes. If it cannot be answered/solved within this time frame, the incident will be scheduled for further research by a Technical Support Representative.

Approximately sixty percent (60%) of the incidents are solved on the **FIRST TIME RESPONSE**. The secondary purpose of the **FIRST TIME RESPONSE** is to acquire a detailed definition of the issue and to escalate the problem, if necessary. It is the department's goal to place the **FIRST TIME RESPONSE** within four hours of the **OPENING INCIDENT**.

If the incident is not closed at the **FIRST TIME RESPONSE**, the customer will receive an **UPDATE** from the assigned Technical Support Representative. The primary purpose of this update is to ask questions and get steps from the customer so we can recreate the problem, the incident will remain open if it is determined that further research or testing is required. In this case the customer can expect one or more additional **SOLUTION RESPONSES**. It is the department's goal to place the initial **SOLUTION RESPONSE** within eight hours of the **FIRST TIME RESPONSE**, realizing that some incidents because of the complexity, insufficient data provided, or the inability to recreate the problem, may require more time. The incident will be considered closed if the issue is answered/solved without a code change. The incident will remain open and assigned to PR Status if a Problem Report (PR) has been assigned to the incident. If the incident has been assigned PR Status it will be closed when the PR has been resolved, tested, and shipped.

The customer may update the incident asking for a **STATUS** at any time to determine the current status of their open incident or outstanding PR. The Technical Support Department may update the incident to follow-up and recommend a workaround.



Help Us Improve Service

1. Limit ProfitKey incidents to your System Administrator and one or two key users.
2. Maintain up-to-date hardware and software records, model number, software release number, installation dates, etc.
3. Mark the incident as down if it is an EMERGENCY situation.
4. Clearly document the problem in detail with steps when it occurs. If you have encountered an error message, be sure to quote it exactly as it appeared, including spaces.
5. Update your ProfitKey Incident. This helps Technical Support to help you. By updating the incident with any additional information, you will spend more quality time communicating with Technical Support. You will be able to track work in process and accurately detail any historical data. The majority of incidents are isolated incidents but, should you have a recurring problem, it is important to have accurate details of the historical events.
6. In the case where you need to call your Technical Support Representative, always have your incident number available. This helps the Technical Support Representative to be more efficient in servicing your account.

PROFESSIONAL SERVICES

Additional Education, Consulting, and Project Management services may be contracted by you to provide on-site support after contractual Implementation Support Services (ISS) have expired or been utilized. These services are delivered at the then current rate per day plus reasonable travel and living expenses. There are many levels of service available to you. Please contact ProfitKey's Sales Department directly for more information.

Media Charges

Customers will be charged an annual fee for media, disk or tape on which enhancements, updates, or custom programs are delivered. Customers will not be billed media and shipping charges for warranty corrections or reissue of enhancements, updates, and custom programs because of ProfitKey errors or omissions.

Documentation and Education Materials

On-line application documentation is provided with the software. One set of educational materials is provided to each student attending courses.



Billable Situations

On occasion, open incidents result in billable situations. Any service provided beyond the normal day-to-day support may be billable at the then current hourly rate. The following are some examples of the services that would qualify as billable support.

Multiple Databases - The ProfitKey Software System is delivered and installed with one live and one demo database. If one or more additional databases are required on the same computer system, there will be an additional charge.

Demo Database - There will be a charge to remove a demo database or copy the live database to the demo database.

Configuration - Adding to or re-configuring a customer's application or operating system software resulting from customer's addition of software, hardware or features not supplied by ProfitKey.

Support Services - Services rendered at customer's request after allowing the ProfitKey Software Protection Plan to lapse. Service may not be possible if customer does not have recent release of software.

Support outside normal working hours including weekends and holidays. This can be provided as an additional billable service by prior arrangement and includes a minimum charge.

Hardware/Operating System Upgrade - Support services including shipping charges required to assist customer in conversion/upgrade to new hardware operating system.

Batch Processes - The setting up of batch processes to be run via cron, Scheduled Tasks, or any other operating system utility.

Unposting - Some reasons why we need to do an unposting: The user got out of the application when processing, the pc or server went down, the company had a power outage, the user made changes in the G/L to cause an out of balance, the user updated and posted a subsidiary ledger batch (AP, AR), either with incorrect period on it or detail in the batch needs to be changed or cancelled, such as voiding a check with incorrect date in AR etc.

Reports - Custom reports can be written for you per your specifications.

Database Repair - Required as a result of system problems not caused by ProfitKey software.

System Maintenance - Services rendered at customer's request that would normally be performed by a System Administrator, i.e., cleaning up disk space, performance analysis, file system integrity checks, exporting databases.

Software Training - Additional Training and complex application issues.



Programming Services

Custom Programming is available and will be quoted on a requested basis.

ProfitKey does not make changes to its database design for individual customers. However, add-ons to the database via additional tables and columns may be provided as a part of a Custom Programming contract.

Extended ProfitKey Software Protection

The Annual maintenance fee provides a user with the following services:

Reasonable internet and modem support to assist with technical and basic application questions or issues.

Maintenance and enhancement releases, including release notes, installation and upgrade instructions. Incident assistance is provided during normal working hours to upgrade your software.

Database repair assistance if caused by ProfitKey software.

TECHNICAL SUPPORT PRIORITY LEVELS

ProfitKey customers are encouraged to state one of the following levels when entering an incident.

- Level 1- The system is down.** No one is able to log into the ProfitKey application or enter any of its modules.
- Level 2- A ProfitKey module is not working; a problem that seriously impairs operations.** For example, payroll cannot be processed, shop floor data collection is down, travelers cannot be released, cannot print on any printer.
- Level 3- A problem exists but the customer has a work-around.** For example, a printer is down but customer has three other working printers; a client is down but customer has other clients working, inquiry screen not working but the same information is available on a report; incorrect default information appearing but user can tab it out.
- Level 4- A problem exists but it does not prevent operations.** For example, report formatting is not correct, application questions, problems with terminal emulation or clients.



Information to enter when opening an incident to expedite the resolution

Errors/Problems:

1. Where did you get the error? e.g. Purchasing Workbench or Labor Ticket entry
2. What were you doing or trying to do? e.g. editing purchase orders or printing checks
3. What was the error?
4. What were the steps leading up to the error/problem.

Example:

Get an invalid page fault error when I do the following:

Select Customer Management

Select with the mouse, activities/job definition/job order.

Type in the job number, hit tab, enter.

With the mouse, select activities/show shipments.

Receive the error:

XCUSTOMGT caused an invalid page fault in module VTI11.DLL at 0167:61441a08.

Registers:

EAX=4703c30c CS=0167 EIP=61441a08 EFLGS=00010206

EBX=00dfef09 SS=016f ESP=00dfed80 EBP=00dfedc4

ECX=00dfed84 DS=016f ESI=0370334a FS=38c7

EDX=0370334e ES=016f EDI=01a0f32c GS=38be

Bytes at CS:EIP:

89 02 8b 41 04 89 42 04 8b 41 08 8a 49 0c 89 42

5. Is this a custom program? Y N
6. Additional helpful information:
 - operating system of the client/pc
 - If possible, know what the other users were doing at the time.
 - Has it worked before? If so, when was the last time it worked? Has anything Changed since then?

