

Debtmaster[®] LAN Support Services

Terms and Conditions

Comtronic Systems LLC (“Comtronic” or “we”) offers two types of support services to licensees of LAN-based Debtmaster Software (“Licensees”) who have signed and returned the Debtmaster Software License Agreement (“License Agreement”) issued with their Debtmaster Software:

- A – Technical Support Services; and
- B – Emergency Only Support Services.

Technical Support Services and Emergency Only Support Services are collectively “Support Services”. These Debtmaster Support Service Terms and Conditions (this “Policy”) as set forth below are incorporated by reference in the terms of your License Agreement, so both you and Comtronic are bound by the Policy. Capitalized terms used but not defined in this Policy have the same meaning as in the License Agreement. This Policy may be modified by Comtronic from time to time. If we modify the Policy in a way that materially changes the terms of the agreement between you and us, we will notify you of the change by our choice of mail, fax or email (notice by email exclusively for Licensees outside of North America). Unless you object to the changes and notify Comtronic, the modified Policy will be effective fifteen (15) days after the notice is sent. Use of the Support Services after the effective date of the modification will constitute your consent to the modified Policy.

I. GENERAL TERMS AND CONDITIONS

The Services and downloadable upgrades are only available to Licensee if Licensee (i) is current with all payments due to Comtronic and (ii) has not been terminated from eligibility for the Services and who are otherwise eligible for the Services as determined by Comtronic in our sole discretion.

The following terms and conditions apply to all two types of Support Services:

1. Use and Priority.

Comtronic will respond to requests for Support Services in the following order of priority: (1) incoming telephone calls; (2) email transmissions; (3) phone and fax messages; and (4) mail or courier messages. Licensees with a critical need for support should remain on the line rather than leaving a message. There is no limit on the number of calls which may be placed during any day, however, at Comtronic’s sole discretion a specific telephone call may be limited to thirty (30) minutes in length. Support Services may be suspended if customer is not current on all types of invoices with Comtronic.

2. Response.

Comtronic endeavors to respond promptly to support inquiries and requests. Response time will vary depending on availability of personnel, the number of inquiries and the difficulty of an inquiry. Depending on the circumstances, resolution time on some inquiries may be forty-eight (48) hours or longer. Whenever possible, Professional and Enterprise Edition customers will be routed to our most experienced technicians.

3. Abuse.

Comtronic will not and cannot tolerate abusive calls and foul language. We will treat everyone in a professional manner, and we insist on the same treatment in return. Abusive calls will be terminated immediately. Comtronic shall have the sole right and discretion to determine when a caller has become abusive, and Comtronic's determination shall be binding and conclusive.

Comtronic may, in its sole discretion, suspend access to Support Services for any Licensee due to repeated abuse for a period of up to five (5) business days.

4. Warranty and Disclaimer.

THIS DISCLAIMER APPLIES TO ALL THREE TYPES OF SUPPORT SERVICES. COMTRONIC WARRANTS THAT ALL SUPPORT SERVICES WILL BE PROVIDED IN A WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT FOR THE FOREGOING AND ANY ADDITIONAL EXPRESS WARRANTY SET FORTH HEREIN, Comtronic makes no warranties of any kind with respect to ANY SUPPORT services provided under this Policy. Comtronic disclaims all OTHER warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, with respect to the SUPPORT services provided under this Policy.

5. Limitation of Liability.

All Support Services provided under this Policy are subject to the limitations of liability set forth in the License Agreement, which provisions are incorporated herein by reference. With respect to the provision of Support Service, the parties will not be liable for loss of use, loss of profits, consequential, incidental, punitive or exemplary damages, regardless of the legal theory advanced for such damages, even if the party has been advised or is aware of the possibility of such damages. The maximum liability of the parties in any dispute relating to the provision of Support Services is limited to, and in no event shall exceed, the Ongoing License and Maintenance fees actually paid to Comtronic by Licensee during the one-month period immediately preceding the claim.

6. Conditions.

Support Services are only available to Licensees who are current with all payments due to Comtronic, who have not been terminated from eligibility for Support Services, and who are otherwise eligible for Support Services.

Licensee agrees to use antivirus and malware software in order to protect their systems at all times.

7. Confidential Information.

Section 7 of the License Agreement requires the Licensee to comply with applicable laws, including laws respecting the disclosure of personal healthcare information. All printed reports and/or media containing protected health information (as that term is defined by HIPAA) provided to us for support purposes shall be clearly marked as “HIPAA PROTECTED HEALTH INFORMATION.” Failure to do so releases Comtronic from all liability for damages and/or fines resulting from improper information disclosure.

8. Encryption.

Section 17 of the License Agreement requires the Licensee to use its best efforts to encrypt Licensee’s data. There are significant risks to Licensee if Licensee does not encrypt its data. Licensee assumes all risks under federal and state notification and other laws which apply to data security, privacy, and confidentiality breaches of unencrypted data provided by Licensee to Comtronic. These laws regarding unencrypted data can result in, among other things, significant liability and expense for Licensee, adverse publicity for Licensee, and significant damage to the reputation and goodwill of Licensee’s business. Comtronic reserves the right to refuse to accept or work with data of Licensee that has not been encrypted.

II. SERVICE TYPES

A. Support Services

1. Provision

Requests for Technical Support Services may be submitted by telephone, email, support portal or mail to Comtronic during the hours set forth in Paragraph 2 below. In providing Support Services, we may remotely access your system, but Comtronic does not provide on-site technical support as part of Support Services. Comtronic may in its discretion provide on-site technical support pursuant to a separate agreement with the Licensee, and the provision of any such services by Comtronic will be subject to the provisions of this Policy regarding the disclaimer of warranties and limitation of liability.

2. Availability

Comtronic will use its best efforts to ensure that Technical Support Services are available; 6am to 11am and noon to 4pm Pacific Standard Time Monday through Friday, with the exception of holidays and between the hours of 2pm and 3pm each Wednesday and at other times as necessary and at Comtronic's sole discretion. Comtronic does not guarantee that Support Services will be continuously available during these hours.

While we expect your normal usage levels to be far less, Comtronic shall not be obligated to deliver more than four (4) hours of Support Services within any one-month period. However, if in Comtronic's sole opinion, extraordinary circumstances exist that require more Support Services time, Comtronic may extend those services without additional charge, otherwise additional services will be billed at Comtronic Systems' regular hourly rate.

In no event is Comtronic required to provide Services for any version of Debtmaster that is more than two (2) years old from the current date.

Support Services are limited to the two (2) points of contact agreed to by the Parties and is generally not available other users of Licensee.

3. Support Services include:

- ◆ Access to Comtronic on-line library of training videos;
- ◆ Guidance with installation of licensed Debtmaster Software, Maintenance Updates, and Enhancement Upgrades;
- ◆ Assistance with Debtmaster installation on one workstation and one server;
- ◆ Help to rebuild indexes;
- ◆ Information relating to Debtmaster backup and restore options;
- ◆ Guidance with understanding the functionality of the Debtmaster Software;
- ◆ Guidance with balancing Debtmaster ledgers and bank accounts (technical, not accounting);
- ◆ Guidance in creating Debtmaster letters (no legal advice);
- ◆ Guidance with Debtmaster data backups to the extent of Comtronic's knowledge, although we cannot guarantee results;
- ◆ Guidance using our products only on the most current Microsoft operating systems;
- ◆ Guidance/troubleshooting with Import/Export layout; and
- ◆ Troubleshooting Report/SQL statements (advanced report/SQL writing services are available at additional cost).

The following additional cost services may be available under Support Services, if requested by Licensee, exclusively for this billable work, as specified by Comtronic.

- ◆ Data recovery;
- ◆ Data conversions from competitor systems;
- ◆ Network Analysis/Engineering Assistance; and
- ◆ In-house upgrades of data sent in by Licensees.

Comtronic strives to answer all questions but cannot always guarantee a solution. In the event of a dispute about whether services are included, Comtronic will exercise its reasonable business judgment to resolve the dispute. In some circumstances, Comtronic may have to direct a Licensee to hire a local hardware or operating system professional at Licensee's own expense.

Licensee acknowledges that prior to requesting our assistance via remote access to Licensee's system, an adequate system and data backup was carried out by Licensee.

B. Emergency Only Support Services

Service.

Emergency Only Support Services are limited exclusively to "system down" circumstances, such as restoring backups, recovery after hardware or software upgrades, and the like. Customers undergoing letter setup, import setup, or that have not yet completed initial setup do not have an emergency for purposes of Emergency Only Support Services, and will be helped during normal business hours only.

Emergency Only Support Services are limited in nature. Technicians will not be at our facility during your call and therefore will have to rely solely on their knowledge and abilities without backup documentation, consultation of other technical staff, or on-line help desk systems.

Availability.

Professional Edition customers: Emergency Only Support Services are available on Saturdays from 9am to 3pm PST, on non-holiday weekends.

Comtronic technicians typically return your call within 30 minutes of your request for Emergency Only Support Services.

Comtronic Systems Contact Information

Support Services

support@comtronic.com

Toll-free from USA & Canada (800) 388-5245

International/USA/Canada (509) 573-4302

Sales

sales@comtronic.com

(509) 573-4300