

# Graveco Enterprises, Inc.

## Support Services Policy

### Contract Collector Products

Graveco Enterprises, Inc. d/b/a Graveco Software, (“Graveco”) offers Support Services (for additional fees, as set forth below) to licensees of Contract Collector Software who have signed and returned the Graveco Software License Agreement issued with their Contract Collector Software (“Registered Licensees”):

The terms and conditions of Graveco's Support Services Policy (“Policy”) may be modified by Graveco from time to time and without notice. All modifications shall be effective fifteen (15) days after being posted to Graveco's web site ([www.GravecoSoftware.com](http://www.GravecoSoftware.com)). Use of Support Services after the effective date of any modification shall constitute consent to the Support Services Policy terms and conditions as modified.

### I. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply:

#### 1. Use.

Requests for Support Services may be submitted by telephone, email, fax or mail to Winning Edge during the hours set forth in Paragraph 2 below. Graveco 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 Services 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 Graveco's sole discretion a specific telephone call may be limited to thirty (30) minutes in length. Each telephone call length shall have up to two (2) minutes added for record keeping and administrative purposes.

#### 2. Accessibility.

Support Services are generally available from 7:00 a.m. to 4:00 p.m., Pacific Time, Monday through Friday, with the exception of holidays and at other times as necessary at Graveco's sole discretion. Graveco will endeavor to provide Support Services during these hours, but does not guarantee that Support Services will be continuously available during these hours.

#### 3. Response.

Graveco endeavors to respond promptly to Support Services 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.

#### 4. Abuse.

Graveco 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. Graveco shall have the sole right and discretion to determine when a call has become abusive, and Graveco's determination shall be binding and conclusive. Graveco may, in its sole discretion, terminate Support Services for any Licensee due to abuse. If it becomes necessary to permanently terminate Support Services for a Licensee due to abuse, Graveco will refund fifty percent (50%) of any fees paid for hours which have not been used as of the date of such termination ("Rebate"); provided that the Licensee requests such Rebate in writing within ten (10) days of termination. A Licensee shall have no right to receive the Rebate if a written request is not received within ten (10) days of termination of Support Services due to abuse.

## **5. No Warranty.**

EXCEPT FOR THE LIMITED WARRANTY AVAILABLE FOR SOFTWARE AS PROVIDED IN ANY LICENSE AGREEMENT, GRAVECOMAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS POLICY. GRAVECO 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 PRODUCTS OR SERVICES PROVIDED OR MODIFIED UNDER THIS POLICY.

## **6. Limitation of Liability.**

All products and services provided under this Policy are subject to the limitations of liability set forth in the Graveco Software License Agreement issued with the Contract Collector Software which is the subject of this Policy and incorporated herein by reference.

## **7. Conditions.**

Support Services are only available to Licensees who are current with all payments due to Graveco, who have complied with their particular License Agreement, who have not been terminated from eligibility for Support Services, and who are otherwise eligible for Support Services.

## **8. Time Usage.**

Time usage charged is actual time used is logged plus up to a two-minute overhead charge. Support time logged includes phone support, email support, fax support and all off-line research time.

## **9. Monitoring Time.**

Licensees may monitor support usage and time remaining for time blocks they have purchased from the Support Page of Graveco's website. The Graveco website is update periodically. Licensees will be notified via email and/or US Mail when their Support Service time remaining goes below two ninety (90) minutes, again when the services go below 30 minutes, and again forty five (45) days prior to the annual calendar expiration.

Support contracts expire annually from the date of purchase as stated on the Graveco Sales Invoice. Unused support minutes will "Roll-Over" into a new support plan as long as additional support time is purchase before the annual calendar expiration. Unused support minutes will expire on the annual calendar expiration which is one year from the date of purchase. The "date of purchase" is the date stated on the Graveco Sales Invoice.

## II. SUPPORT LEVELS

### Support Services

#### 1. Fees.

Graveco provides two (2) hours of free Support Services to Registered Licensees with all new system purchases (“Free Support”). Free Support is not included with Maintenance Updates, Enhancement Upgrades or for increases in the number of licensed users. After the two hours of Free Support, additional Support Services are offered to Registered Licensees who purchase time blocks as outlined below, payable in advance.

As of 01/01/2008 Current Support Services fees are as follows:

<b>TIME BLOCK</b>	<b>COST</b>
1 hour	\$298
2.5 hours	\$498
6 hours	\$1,098
12 hours	\$1,998
20 hours	\$2,998

All prices are subject to change as provided above.

#### 2. Services Available.

##### *Support Services include:*

- Assistance with installation of licensed Contract Collector Software, maintenance updates, and enhancement upgrades.
- Assistance with installation on one workstation and one server.
- Help to rebuild indexes.
- Guidance in creating letters.
- Assistance with backup and restore concepts.
- Assistance with understanding the functionality of the Contract Collector Software.
- Assistance with repetitive workstation installation, or advanced network installation and configuration pertaining to our software;
- Assistance with balancing ledgers and bank accounts;
- Advanced level assistance in creating letters and notices;
- Assistance with data backups to the extent of Graveco's knowledge, although we cannot guarantee results;
- Remote dial-in using Microsoft® NetMeeting®; and
- Data examination, Import/Export layout, and Report/SQL statements.

##### *Support Services do not include:*

- Operations consulting;
- Assistance with data recovery; or
- Determining whether any Licensee hardware is compatible with Contract Collector Software.

Support Services are provided in a step-by-step directive, rather than a step-by-step walk-through format. Support Services are available for the most current versions of the Contract Collector Software

and are also generally available for the two (2) immediately preceding Enhancement versions and related Maintenance Updates.

The oldest version of the Contract Collector Software eligible for Support Services as of 01/01/2008 is Contract Collector 4.58. Contract Collector Software versions eligible for Support Services are subject to change without notice as provided above, and any such change will be posted to Graveco website. Support Services for installation of Maintenance Updates and Enhancement Upgrades will only be available for 9 months from the date of purchase or receipt, whichever is later.

The following services may be available under Support Services, but will require a work order signed by Licensee, prior approval by Graveco, and pre-purchase of a block of time by Licensee, exclusively for this work order, as specified by Graveco.

- Data recovery;
- Data conversions from competitor systems; and
- In-house upgrades of data sent in by Licensees.

Graveco strives to answer all questions but cannot always guarantee a solution. In some circumstances, Graveco may have to direct a Licensee to hire a local hardware or operating system professional at Licensee's own expense. Graveco shall have sole discretion to determine whether or not a request for Support Services is included under the Support Services Policy.

## **Contact: Graveco Software, Inc.**

Contract Collector Support Services:

[support@gravecosoftware.com](mailto:support@gravecosoftware.com)

(360) 528-1575

(360) 573-5993

[sales@gravecosoftware.com](mailto:sales@gravecosoftware.com)

(360) 528-1575

Direct Contract Collector Email Support

Direct Contract Collector Phone Support

Direct Contract Collector Fax Support

Product Information and purchases Email Support

Product Information and purchases Phone Support

## **III. GENERAL PROVISIONS**

This policy shall supplement the terms of the License Agreement with respect to support services. The terms of the License Agreement shall apply to this policy, including but not limited to Sections 5, 6, 16, and 17. In the event of a conflict between the terms of the License Agreement and this policy with respect to support services this policy shall take priority.