

FASTMANAGER SUPPORT POLICY

Payment Policy:

- **Online** support is included for monthly subscription based customers.
- All other customers need to purchase our annual support plan.
 - **The FastManager Support Plan is included for one year when purchasing FastManager.**
 - **Please note**, depending on your FastManager purchase, the support plan may have been included for more than 1 year.
 - After the first year, you can renew your support plan on an annual basis at 30% of your software value based on the listed retail price, at the time of your software purchase.

For more information, regarding your account, please contact us at sales@fastmanager.com

Included in the FastManager support plan:

- Unlimited online support, via our online ticketing system.
- Free product upgrades for the duration of your support plan.

Phone vs. Online support:

- Phone support is **not** included in the FastManager support plan, however you are allowed up to 6 hours of free phone support per month for the first 3 months at the **time of purchasing FastManager.**
- **In addition** to our online support plan you can select to join our monthly based phone support plan @ \$75.00 per month which will include 4 hours of phone support per month. Unused time in any one month will not roll over to the next month. (*Annual contract required.*)
- You can also select to purchase phone support by paying per incident at \$75.00 per hour or part thereof.
- FastManager support staff may initiate additional free phone support at their discretion.

FastManager Support Plan: Terms and conditions.

- **Response Time:** Our goal is to respond to support questions within one business day, and in practice our responses are generally much faster than this. However, we do not promise or guarantee any specific response time.
- **Problem Resolution:** We will attempt to resolve your problem or answer your question using our normal support procedures. Our efforts are necessarily limited by the information you provide us and the wide range of possible environments in which our products are used. As a result we cannot guarantee that we will resolve your problem only that we will review it and provide you with any information or suggestions we believe will be useful. While we always welcome your input, the final determination of whether a problem should be resolved by providing information to

you about how to use the product to meet your needs, by modifying our product to address a problem, by suggesting a workaround, by adjusting the documentation, or by some other method, is solely up to us. We also reserve the right to close a support issue at our discretion if, in our judgment, we cannot provide any additional useful information despite repeated attempts.

- **Bug Fixes:** If we find a bug or documentation error in one of our products in the course of resolving your problem we will address it as part of our normal maintenance procedures. We do not provide bug fixes to individual customers for specific problems. We will determine at our discretion whether a problem you report is a bug or program error, or is due to some other cause.
- **Problems in Operating Systems and Other Products:** When you report a problem to us we will work with you to determine if, in our best judgment, the problem is related to our product or to another company's software, your network or hardware, or to another computer. If we determine that the problem is not with our product then we will not be able to assist you further to resolve it, except to the extent that we may be able to suggest how to use our product's features to work around the other product's limitations. If the problem appears to be a conflict with another specific product and you have a support contact for that product, we will attempt to work with the other manufacturer to resolve the issue if in our judgment they are responsive to us.
- **Requests for Information and Testing:** In order to understand your question or problem, we may need additional information from you. If this information is not provided responsively and in a timely fashion, we may not be able to assist you further. We may also ask you to perform tests or other experiments. While we will do our best to make these non-destructive, we cannot know the conditions on your system. It is up to you to review the instructions you receive, ask clarifying questions if necessary, keep backup copies of all programs and data, and verify that the tests or experiments we request or the solutions we offer will not cause problems in your environment.
- **Products:** These plans apply only to products created and published by JCW Software LLC. They do not apply to products of other companies which JCW Software LLC sells or resells. In addition, FastManager's support plan is **not** available for "legacy" products to which we are no longer adding new features (FastManager 3).

- **Upgrade Types:** Our products are upgraded through maintenance releases designed to fix minor problems or improve compatibility, and major upgrades which contain enhancements and additional features. A release is designated as a maintenance release or major upgrade at our discretion. Maintenance releases are usually identified by a change in the tenths or hundredths digit, also called the revision number, of the version number, for example from 2008.10 to 2008.11 or 2008.20. Major upgrades are usually identified by a change in the "ones" digit, for example from 2008.1 to 2009.1
- **Online Support Access:** The electronic resources you use to connect to our support staff (our online ticketing system, remote support software, etc.) are hosted by third parties and are not fully under our control. While we work with our third party providers to keep these resources available to you, their availability and our ability to access them in order to respond to you is not guaranteed.
- **Plan Term and Renewals:** Service begins the day we charge your credit card or invoice you for the support plan, and terminates the previous day of the year, one year later. This period of time is called a "plan year". For example, if your order is processed on February 5, 2009 then your plan year ends on February 4, 2010, unless the plan is renewed prior to that date. Renewal rates may be changed from time to time by JCW Software at our discretion.
- **Incidents:** Each initial contact with our support department by through our online ticketing system or telephone on a new issue counts as one incident, except when the issue is determined to be non-technical and is forwarded to another department (e.g. Customer Service) for assistance. If you request support for multiple issues at the same time, and in our view the issues are unrelated and are complex enough to require significant effort, we may require that these be counted as multiple incidents.
- **Upgrade Shipments:** Any registration codes or physical product shipments sent to you under this plan will be sent as part of our normal shipping process, via methods we select. While we will deliver the electronic and physical upgrade shipments, if any, which come with your plan in what we believe is a timely fashion, no specific delivery schedule is guaranteed.
- **Refunds and Termination:** FastManager's support plan is purchased on an annual basis and cannot be terminated or refunded after purchase. However, if we feel we are unable to service your needs we may choose to terminate your Support plan at any time. If we do so we will notify you in writing, and will refund to you within 30 days an amount equal to your most recent support plan fee, less a pro-rated charge for any incidents already used.

The following disclaimers and limitations apply to all support plans:

DISCLAIMER: We disclaim any and all warranties for all support provided under any of our support plans, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. You assume full responsibility for the implementation of any suggestions you receive from us, for the results thereof, for keeping backup copies of all programs and data, and for the safe conduct of any tests we request on your system.

LIMITATION OF LIABILITY: In no event shall we be liable, in connection with any support, software, or other materials or services offered or provided to you under any support plan, for: (a) any incidental, consequential, or punitive damages whatsoever; or (b) for any amount in excess of the most recent annual fee you have paid us for your support plan, if any, over and above the purchase or upgrade price of your software.

Support Plan Subject to Change:

All terms of, rates for, and services provided under any support plan may be changed at any time by JCW Software at our sole discretion, and are not guaranteed, and any plan may be eliminated or discontinued at any time at our discretion. However, we will not discontinue or change the terms or services for support plans for which you have paid an annual fee except at renewal time, or when, in our best judgment, the new terms and services are equal to or better than the old terms and services.