EndoSoft SUPPORT POLICY

Annual Subscription

Support Services for the United States & Canada

EndoSoft Service Description

An Annual Subscription to EndoSoft provides you with all updates and upgrades to your EndoSoft product(s) during your 12-month contract term. Save more than 50% over purchasing a single upgrade by signing up for an annual subscription to EndoSoft Upgrade program.

Service Features

- Product Upgrades - Automatic shipment of the latest upgrades as they become available (within the 12-month subscription period)

- Product Updates - Receive all inline releases as they are available.

- Patch Notification - Immediate notification via email of product patches available online.

Products Supported with this Service

EndoSoft® WORKS
EndoSoft® NURSE MANAGER
EndoSwift®
EndoWEB®
IMAGEARK®
EndoSoft® DB
 EndoSoft® HL7
EndoSoft® DICOM
EndoSoft® VISTA INTERFACE
EndoVault®
EndoVault® ENR
EndoVault® Scheduler
EndoVault® Practice Management
EndoVault® EHR
Argus®
Qlinical®
EndoSpeech®
MedGPT ™

Annual Subscription Fee

For information on EndoSoft Annual Subscription fees, contact an EndoSoft Sales Representative at 1-866 ENDOSOF.

Response Goals

Support features response time goals, which are based on the severity of the problem as defined by the following criteria.

Response Level*	Acknowledgement	Response
1-High	¼ Business Hour	2 Business Hours
2-Medium	2 Business Hours	1 Business Day
3-Low	1 Business Day	3 Business Days

All times stated are business hours and do not include weekends, evenings, or holidays. Regional business hours apply.

Acknowledgement Time

Acknowledgement Time is the amount of time between when the customer reports the case to EndoSoft via phone, voicemail, email, WWW, or fax and the time that the customer is given an identifying Ticket number. Response Time is the elapsed time until a support engineer is assigned and actively working on the case. EndoSoft uses VPN, CAG, Remote Desktop Software or RAS server to connect from the remote location to provide technical support.

Response Priority Criteria

Priority 1 - High: Critical Business Impact.

The customer has a complete loss of service and work cannot reasonably continue or experiences real or perceived data loss, corruption, or an essential part of the system is unusable for the customer. A priority 1 may be assigned to a case, which results in the inability to use a mission critical application. Ticket will be considered closed when the customer receives a workaround or information that resolves the issue and the customer agrees that the issue has been resolved.

Priority 2 - Medium: Some Business Impact.

The problem seriously affects the functionality of the software, but can be circumvented so that the software can be used; implies that a program or functions remain unaffected; or that the product as a whole functions but that a certain function is somewhat disabled, gives incorrect results, or does not confirm to the specifications. The Ticket will be closed under one of
the following conditions:

1. The customer receives a workaround or information that resolves the issue and agrees that the issue is resolved,

2. If the case results in a defect being entered and the customer has been advised of this and has been given a defect number for future reference, or

3. The customer has not responded to.

EndoSoft after information was provided. The case will be closed after 10 business days, after a final message has been left of the customer's voice mail or sent via email. The case can be reopened if the issue has not been resolved.

Priority 3 - Low: Minimal Business Impact.

The customer can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software. For example, a small program error or small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software. The case will be closed under one of the following conditions:

1. The customer receives a workaround or information that resolves the issue and agrees that the issue is resolved,

2. If the case results in a defect being entered and the customer has been advised of this and has been given a defect number for future reference, or

3. The customer has not responded to EndoSoft after information was provided. The case will be closed after 10 business days, after a final message has been left of the customer's voice mail or sent via email. The case can be reopened if the issue has not been resolved.

Incident Definition

An incident is defined as a single support issue with an EndoSoft Medical Software product and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate parts. Before EndoSoft responds to an incident, the customer and an EndoSoft engineer must agree on what the problem is and the parameters for providing a resolution. It is possible for one incident to span multiple telephone calls. It is also possible for one telephone call to include multiple incidents.

When, after 3 attempts on separate business days, the customer cannot be reached regarding an open incident, the incident is considered closed, unless otherwise agreed to by EndoSoft and the customer. EndoSoft will endeavor to provide resolutions to questions within a reasonable time, but at least within 2 business days after the question has been received. If the nature of the question prevents EndoSoft from providing a resolution within that period of time, EndoSoft will contact the customer to inform them when a resolution can be expected.

Customer Responsibilities

In the interest of providing the most accurate and efficient service possible, we ask that you familiarize yourself with the following contingencies:

- Support will be provided for registered products only.
- Provide a clear, detailed description of the problem or the question.
- Support will be provided only for EndoSoft products used in accordance with the defined hardware and operating system requirements.
- Contracts and customer identification numbers are nontransferable between different companies or individuals.
- The customer should be at the workstation where the product is installed at the time of the call.
- The entire database is backed up properly prior to calling EndoSoft Tech Support.

EndoSoft Office Hours

Monday through Friday, 7:00 am to 6:00 pm Eastern Standard Time
Available at 1-866-ENDOSOF

EndoSoft Service Hours

24/7, 365 Days Toll Free Phone: 1-866-ENDOSOF ext.2
US: (518)8318002
Canada: (514)446-5598
Email support: support@endosoft.com

Support Services

EndoSoft offers many different support programs to assist you with your technical needs. Whether it is help with installing or using a product, or on-site consulting services that you require, we have a program that is right for you.

To order any of EndoSoft support programs, call EndoSoft at 1-866-ENDOSOF

To contact an EndoSoft Sales Representative for more information on these support programs, call 1-866-ENDOSOF.

We ask that you please read Customer Responsibilities prior to calling support.

Consulting

If you need assistance creating or maintaining applications for your business, then our consulting services are for you. We offer custom tailored consulting services and product certification programs specifically designed to meet the needs of your organization.

Terms and Conditions Support Services

Please read these Terms and Conditions carefully.

- We will undertake commercially reasonable efforts to provide technical assistance under this agreement, but do not guarantee that all problems will be solved or that any item will be error free.
- Technical support for all EndoSoft products will cease 6 months after the next release of the product is shipped. We may, from time to time, discontinue products and versions or discontinue any or all support services. We also reserve the right to terminate service to any individual who abuses any support program including but not limited to sharing special phone numbers and customer identification numbers with others, tempering with EndoSoft software, Computer Hardware or EndoSoft Hardware.
- ENDOSOFT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SOFTWARE OR ANY SERVICES WE MAY PROVIDE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW OR TRADE DEALING OR USAGE. ALL MATERIALS AND SERVICES ARE PROVIDED "AS IS."
- We are not liable for incidental, special, or consequential damages for any reason (including loss of time, loss of data or software, loss of profits, or loss of revenue) even if EndoSoft has been specifically advised of the possibility of such damages, and our liability in all events will not exceed the support fees that you have paid under this agreement.
- We own (including copyrights) all work we do and all information we give to you as part of our support programs. We grant you a non-exclusive license to use that work and information for yourself, or internally within your company, to the extent such use would be permitted in the No-Nonsense License Statement that you received with the EndoSoft product to which this information pertains. We have the right to use and treat as non-confidential any information you may give us during your use of our support program unless you specify in writing the fact that certain material should be treated as being confidential.

This is the full and final agreement between you and us, and supersedes any promises, representations or agreements relating to the subject of this agreement. This agreement may only be changed if you and our authorized representative do so in writing. No inconsistent, additional, or pre-printed terms on your purchase order or other business form apply.