



Support / Update (S/U) Policy & Service Guidelines

I. Definition

Technical Support is structured to provide help with technical issues, problems, and emergencies specific to your use of PowerMed software. Although PowerMed desires to take a broad and inclusive view of coverage, PowerMed Technical Support cannot be used as a substitute for training, troubleshooting of your Operating System, hardware, peripheral devices, network components and configuration, internet services, or non-PowerMed software.

Extensive opportunities for PowerMed Corporate and self-training are available with PowerMed software. In most cases answers to general questions may be found in one or more of these comprehensive resources.

1. Online User's manual
2. Online Video tutorials

II. Support Eligibility

There are two Technical Support arrangements:

Annual Support / update subscription*

Clients with PowerMed systems installed or certified by a PowerMed technician may be offered a yearly S/U subscription which includes both support and updates. Subscription rates are not guaranteed year to year. First year subscription is required with initial software purchase.

Per Call / Contact Technical Support

In the absence of a subscription, support services may be provided by phone, remote web access, or email and are billed in 15 minute blocks, rounded up to the next 15 minutes, at the rate of \$35 per block with a \$35 minimum charge. Payment is due at the time of service by credit card. Per Call / Contact support does not include updates, which are charged separately at %75 of the full current S/U subscription fee schedule.

***Expired Support Subscriptions**

Renewing an expired or cancelled S/U subscription requires re-certification of the PowerMed Server. A non-refundable fee of \$100 is charged at the time of re-certification. Any updates required to obtain the most current version of PowerMed are required, and charged separately. Any required repairs or reconfigurations performed during recertification exceeding 30 minutes are charged at the prevailing Per Call / Contact rate. Charges incurred, and payments made while a subscription is expired or as part of recertification are non-refundable and not applied to renewal.

III. Cancellation or Change of Support / Update subscription

Client may cancel a current S/U subscription at any time by fax or mail. Any refund due will be based on the prorated term remaining in the subscription, from the first day, of the month following receipt of a written cancellation request, until the end of the term.

In the event of Client non-compliance with PowerMed published system specifications, recommendations, and/or policies, PowerMed may immediately cancel a S/U subscription by email, fax, or mail, and convert Client to Per Call / Contact support. Any refund due will be based on the prorated term remaining in the subscription, from the first day, of the month following cancellation until the end of the term.

PowerMed reserves the right to cancel or change a Client's S/U subscription via email, fax, or mail with 30 days notice. In the event of cancellation, any refund due will be based on the prorated term remaining in the subscription.

IV. Hours of Support coverage

Support is available 8:30 - 8:00 pm Monday through Friday, EST. From 5 pm to 8 pm the company voicemail system may be used to page a technician in the event of a Class 1 problem (see Support Standards and Methodology)

V. Contact information

Telephone: (888) 621-5565

Email: support@PowerMed.com

VI. Support Standards and Methodology

While clients are unlikely to ever encounter significant technical problems with the use of PowerMed software, the following Standards should be used as a guide:

Class 1: Program will not run, total loss, major functional loss, major operational difficulties:

The problem will be assigned to the most senior available technical support person who will immediately commence resolution and will continue to work on the error until remedied or a "work around" is devised to reduce the error to a lower severity level. Client will provide all necessary assistance including internet access and / or on-site support by local hardware / networking specialists as required by PowerMed.

Problem will be examined within two business hours and corrected within 24 business hours.

Appropriate means of Client - PowerMed communication: telephone only.

Class 2: Program runs, but generates repeatable errors that significantly affect program usefulness.

Problem will be examined within four business hours and corrected within 24-48 business hours.

Appropriate means of Client - PowerMed communication: telephone only.

Class 3: Program produces occasional error that is not predictable or reproducible, or is a minor repeatable error not significantly affecting program usefulness, or is of a cosmetic nature. PowerMed will attempt to provide a temporary fix or work-around so as to reduce disruption as much as possible. Appropriate resources will be applied to rectify the defect within a reasonable time as relates to the nature of the problem.

Problem will be examined within 48 hours and efforts begun to correct problem within 72 hours.

Appropriate means of Client - PowerMed communication: telephone, email.

VII. General Questions

Questions of a non-urgent nature related to the use of PowerMed software are best handled by email, or phone (depending upon staff availability). Response time is within 1 to 3 business days.

VIII. Non-covered Technical Support

Specific problem categories not covered by a Support Subscription that may incur significant charges:

1. Alteration of System architecture from PowerMed Specifications
2. Failure to implement System recommendations
3. Disaster Data Recovery

Alteration of System architecture

Systems not meeting PowerMed specifications, prohibited, unauthorized or unapproved changes made to a Client's PowerMed Server or Network.

Failure to implement System recommendations

Problems previously identified, with recommendations made to Client but not implemented, requiring PowerMed technical assistance to restore.

Services falling into the above 2 categories will be billed at the current Per Call / Contact rate with a \$35 minimum. Charges are processed daily until the problem is resolved.

Disaster Data Recovery Service

This exceedingly rare Service is defined as recovery of corrupt or damaged PowerMed Data files. Data file corruption or damage requiring Recovery is a rare event, and is always the result of Client failure to follow PowerMed installation instructions, system requirements and critical warnings outlined in the Users Manual, in combination with absent or inadequate backup.

An up front, flat fee of \$1,000 is charged for this emergency service. Any outstanding S/U fees must also be paid at the time of service, and if required, standard business overnight postage is provided at a fixed charge of \$35 each way.

IX. PowerMed Software and Database Support / Updates

PowerMed Software Updates

These updates are improvements to functionality, provided approximately twice each year, and are included with your Support and Update subscription.

Database Updates

Every few years, the underlying FileMaker Pro database may be upgraded to a new version (such as FMP 4 to FMP 5). If FileMaker Corporation charges PowerMed for these upgrades, the costs will be passed on to the Client. These costs are specifically not included with a PowerMed Support / Update subscription.

Modified 2/1/10