Support Services
NETcellent Elliott Business Software

NETcellent System, Inc.
Technical Support

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NETcellent Technical Support

NETcellent Technical Support ensures that you will have maintenance updates with the latest NETcellent code. While NETcellent's primary focus is on providing frontline support to Authorized NETcellent Business Partners, we also offer support plans to end users who may not be able to access a full spectrum of support through their reseller.

NETcellent's award-winning support team includes distribution, accounting, system integration and configuration specialists; and our automated call routing system saves you time when you call in. Discuss your support needs with your NETcellent business partner to determine what's best for you and your organization.

Type of Support Plans

All support plans will be handled on a prepaid time block basis.   If an end-user does not have a support plan with NETcellent, then the support call is handled on a per incident basis. Each incident will be charged $500 and payment is by credit card only. The following are the types of support plans we offer:

Description of Services	Basic	Value	Advanced	Premium
Cost per Year	$1,250	$2,450	$4,800	$11,250
Support Hrs Included	5 Hrs	10 Hrs	20 Hrs	50 Hrs
Email Support	Yes	Yes	Yes	Yes
Fax Support	Yes	Yes	Yes	Yes
Web Support	Yes	Yes	Yes	Yes
Phone Support	Yes	Yes	Yes	Yes
Remote Support	No	Yes	Yes	Yes
Access to Front Line Support	Yes	Yes	Yes	Yes
Allow Escalation to 2nd Level Support	Yes	Yes	Yes	Yes
Allow Escalation to 3rd Level Support	No	No	Yes	Yes
Allow Direct Access 2nd Level Support	No	No	No	Yes
Discount for NETcellent Training	N/A	N/A	10%	10%
Discount for NETcellent Consulting	N/A	N/A	N/A	10%
Priority Response	No	No	No	Yes

Definition of Services Provided:

Cost/Year: Support plans are renewable annually from the date you purchase the support plan. Any unused support hours will not be refunded. Choose the support plan carefully to match the type of support services you will need from NETcellent.

Support Hrs Included: This is the maximum number of support hours you can use with the support contract. Each incident has a minimum ½ hour charge and is incremented by 0.5 Hr for additional support time exceeding ½ hour. We will track the balance of your support hours. When support hours drop below 20% of your support plan, we will bill

you for another support plan of the same type with a statement to show you the past support activities for that period. If you wish to change to a different type of support plan, you may call, e-mail, fax or write us, then we will bill you for a different plan. The new support plan will take effect from the date we receive your payment and renew annually from that date.

Email Support: You can also email a technical support question and we will respond to your question within 24 hours. If you outline your email question carefully, you will save a lot of time on the phone identifying your problem. If there are additional issues to be clarified, we will call or email you. Please direct all support emails to **support@netcellent.com**.

Fax Support: You can send us a fax to outline your question. A fax is very helpful if you have the error message on the screen and you can do a screen dump to the printer, then we can see exactly what appears on your screen. Sometimes faxing over your report and data on your screen will also be extremely helpful to identify your question. We will either fax, email, or call you to clarify certain issues.

Web Support: As a supported user, you are allowed to access our web-site 24 hours a day and 7 days a week, at **www.elliott.com** for downloading the latest updates. The technical support knowledge base, is also available where you can search by key words for documented solutions to your problem.

Phone Support: If you can't wait for a response, just pick up the phone and call us with your question. If there is any print screen or reports that you can fax to us ahead to clarify your question, please do so. This will reduce the amount of time that we need to spend on the phone and help to reduce your support cost.

Remote Support: Remote support is necessary when it becomes very difficult to identify where the problem comes from. In the case where we can not recreate the problem as you reported, we need to access your system remotely via Microsoft Netmeeting or another remote software tool so we can duplicate your problem. In some situations, this is the only solution to identify your problem and solve it. The environmental problem typically can't be duplicated by us and therefore requires this type of support to solve the problem. Remote support is not a requirement; however, it is highly recommended if you need the ultimate remote solution. You will be responsible for setting up your Internet connection (DSL, Cable, or T1) and remote support software (I.E. MS Netmeeting). Remote support is a premium service and may not available to some support plans.

Access to Front Line Support: All support will come to our front line support first. Our well-trained front line support specialists will identify the nature of your problem and recommend a solution for you.

Allow Escalation to 2nd Level Support: If our front line technical support team can't identify your problem, they can escalate your question to 2nd level technical support. We will use our discretion to decide whether you need to talk to 2nd level technical support or not. 2nd level technical support is our senior support engineers that have in-depth knowledge of a wide variety of issues.

Allow Escalation to 3rd Level Support: If the 2nd level technical support team can not identify your problem, they can escalate your question to 3rd level support. 3rd level support is the highest support you may obtain from NETcellent. We will use our discretion to decide whether you need to talk to 3rd level support. This is a premium service and may not apply to all support plans.

Allow Direct Access 2nd Level Support: All support should go through front line technical support. However, if you have previously worked with a 2nd level technical support representative and want to keep on working with that person, you may request to do so when you call in, or indicate it on your email or fax. This is a premium service and may not apply to some support plans.

Discount for NETcellent Training: If you choose to go with certain support plans, you may qualify for a discount when you attend NETcellent training.

Discount for NETcellent Consulting: If you choose to go with certain support plan(s), you may qualify for a discount when you contract with us for consulting services.

Priority Response: If you choose to go with certain support plan(s), we will guarantee a call back within two hours from the time you call in. If we can't call you back in two hours, we will waive the support charge for that incident. We will also utilize whatever resources required to solve your problems. You will be the 1st priority for a callback. Priority Response is a premium service and may not apply to certain support plans.

How Do We Calculate Support Hours Being Used?

Each support incident is a minimum ½ hour charge and is incremented by ½ hour for additional support time beyond ½ hour. We will start to count the support from the time our support representative starts to take care of your support request. This may be the time when our support representative starts to talk to you, or this may be the time when the support rep starts to look into your email or fax. Support ends when an answer has been given to you, unless you follow up by indicating otherwise.

Activities that will be included in the support hours:
- User's phone conversation with support engineer.
- Escalation to 2nd or 3rd level support engineer.
- Time to process email or fax support question.
- Time to duplicate reported problem.
- Time for researching reported problem.

Activities that will not be charged as support hours:
- Fixing a verified programming error.
- Meeting for correcting verified programming error.
- Delivery of patch to correct programming error.

You're Part of The Support Team

You're part of our support team. While our support team is familiar with a wide variety of software, hardware, and database configurations, you will need to assume a major role in problem solving to ensure that any difficulties you experience are corrected.

That includes, but is not limited to, information on corrective steps you or others performed on your system, events or actions occurring prior to the problem, and providing information and data that will help in problem resolution. Faxing or emailing us information helpful in diagnosing your problem will expedite the support process as well. By delegating a primary contact person to interface with NETcellent for support issues will also save you valuable support time.

We also ask that you always run the most current version of NETcellent Software. Updates and upgrades are to be installed in a timely manner to maximize the benefits of NETcellent Support Services.

Our goal is to provide you with a cost effective support solution. However, we can't do this without your help. Help us to help you. Be specific and precise with your support question. Send us a fax (attention support) or email (support@netcellent.com) to outline your problem and help us understand your problem quickly.

Support Hours

NETcellent will provide technical support services Monday through Friday from 7:00am to 5:00pm, Pacific Standard Time. Services are not available on Saturday, Sunday and major holidays.

Assure Your Investment

Join the network of NETcellent users who enjoy the best support in the PC accounting software industry.   Rest assured that you've protected your NETcellent investment.

It's easy to order a support service plan that fits your company. Just fill out the order form, enclose and mail it with your payment to:

NETcellent System, Inc.
4030 W. Valley Blvd. Suite #100
Walnut, CA 91789-0931
Tel: 909-598-9019
Fax: 909-598-9039

Terms, Conditions, and Warranties of NETcellent Software Technical Support Services

DEFINITIONS

"Registered Software" means specific software packages consisting of computer programs distributed by NETcellent System, Inc. used on a specific computer system which displays a specific end user's company name and address, on a copyright and screen, that displays upon initial accessing of the software.

"Supported Software" means the registered software registered to the end user in the current version.

"Burst Pack" shall mean the sealed envelope containing NETcellent Software with the License Agreement printed on the face side, which must be unsealed by the end user for use.

"Telephone Service" shall mean phone technical assistance during NETcellent System, Inc.'s normal business hours (Pacific Standard Time, Monday through Friday) as provided by NETcellent System, Inc.

"Version" shall mean an evolutionary level of the registered software typically revised as a result of a database change, new operating system, or changes in the programming language.

"Release" shall mean enhancements and/or corrections to the current version of NETcellent Software.

"Verified Programming Error" (VPE) shall consist of a programming error which can be recreated by NETcellent System, Inc. at NETcellent System, Inc.'s site in the current version.

"Standard Software" shall mean any and all software provided by NETcellent System, Inc. in a unopened Burst Pack and does not include Enhancement Directory products or modified software unless otherwise specified.

FEES AND PAYMENTS

Subscriber shall pay NETcellent System, Inc. a non-refundable fee as invoiced by NETcellent System, Inc. for this Support Subscription Service which is due and payable in United States Dollars upon Subscriber's execution and renewal of this agreement. For this fee, NETcellent System, Inc. shall furnish the subscriber with the Support Services described herein.

NETcellent System, Inc. shall have the right to revise any and all fee(s) without any prior written notice.

In addition to any other sums payable hereunder, the subscriber shall pay any and all taxes arising from or based upon fees and associated media, shipping and handling and documentation furnished for the subscriber's use including tax tariff, duty, property tax or assessment (but excluding taxes on NETcellent System, Inc's net income) and related interest and penalties, if any, imposed by government authority at any time.

SUPPORT SERVICES

NETcellent System, Inc. shall provide to the subscriber enhancements, corrections and problem diagnosis support for the supported software in the following services:

- Updates on our website to provide enhancements and Verified Programming Error (VPE) corrections. Installation will be the responsibility of the subscriber.
- Apparent programming errors in the software may be reported using telephone service. NETcellent System, Inc. will attempt to identify a VPE and respond within five (5) business days.
- If NETcellent System, Inc. cannot verify an alleged error, the subscriber may submit written documentation and data to assist NETcellent System, Inc. in identifying a VPE. NETcellent System,

Inc. will respond within five (5) business days upon receipt of these materials and NETcellent System, Inc. will provide all reasonable services to correct the VPE.

- NETcellent System, Inc. shall provide to Subscriber software application support to answer questions on implementation and operation of NETcellent Software. These questions will be answered to the best of NETcellent System, Inc.'s ability. NETcellent System, Inc. will not provide consultation or recommendation on setting up Subscribers system, or business processes under this Agreement.
- NETcellent System, Inc. can provide on-site consultation and application support under a separate agreement.
- NETcellent System, Inc. may from time to time, make available to the subscriber upgrades to the Registered Software whereby the subscriber may obtain the media free of charge.

SERVICE LIMITATIONS

Support Subscription Service does not include support requested outside of normal business hours.

Subscriber understands that support services defined herein are for the current Version as it exists without contamination or Subscriber alteration.

Subscriber understands and accepts the risk that failure to implement changes as provided on the website may render it impossible to implement changes subsequently furnished by NETcellent System, Inc.

Failure by the subscriber when requested by NETcellent System, Inc. to supply NETcellent System, Inc. in writing or on machine readable media with data and/or input necessary to recreate any alleged programming error shall relieve NETcellent System, Inc. of its obligation to correct that programming error.

Should the subscriber be in breach of this, or any agreement with NETcellent System, Inc., including but not limited to, past due accounts, acknowledges that NETcellent System, Inc. shall at its discretion, suspend or terminate services under this or other similar agreements for the duration of the incurred breach.

LIMITATION OF LIABILITY

NETcellent System, Inc. grants no warranties, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose on any service rendered hereunder.

Under no condition shall NETcellent System, Inc. be liable for damages, including, but not limited to, special, or consequential damages occurring out of or in connection with the support subscription service, registered software, or documentation hereunder.

TERMS AND TERMINATION

The terms of this Agreement shall commence on the date of this agreement as specified on the face side hereof, and shall extend until terminated by the subscriber or NETcellent.

NETcellent System, Inc. may terminate all rights to renew or extend the terms of this Agreement by notifying Subscriber forty-five (45) days prior to the Anniversary Date of this Agreement. In the event Subscriber has paid to NETcellent System, Inc. the support fee for an extended term prior to receiving notification that NETcellent System, Inc. has terminated the subscriber's right to extend NETcellent System, Inc. shall refund said Annual Fee for that extended term.

GENERAL

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties hereto. No modification, addition to or waiver of any rights, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any rights, obligation, or default shall not be construed as a waiver of any subsequent rights, obligation or default.

NETcellent System, Inc. shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control.

This Agreement shall be governed by the laws of the State of California and shall be deemed to have been entered into on the date accepted by NETcellent System, Inc. All questions concerning the validity and provisions, or any of the rights or obligations of the parties hereto shall be instituted and prosecuted in Los Angeles County in accordance with the laws of the State of California.

If any terms, provisions, covenants, or conditions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

NETcellent System, Inc.
4030 W. Valley Blvd, Suite #100
Walnut, CA 91789-0931
Tel: 909-598-9019
Fax: 909-598-9039
Website: www.elliott.com

NETcellent System, Inc.
Support Services Order Form

Company: _____

License #_____

Contact:_____

Number of Users: _____

Address:_____

Server Version: Windows 2000, 2003, 2008, 2011, 2012

City:_____

Client Operating System(s) – Circle all that apply
                    Windows XP, Windows 7, Windows 8

State:_____ Zip:_____

Phone:_____

PSQL Type (If Applicable):   Local   Server

Fax:_____

PSQL Version: _____

E-Mail:_____

Elliott Version : _____

Circle all registered and used packages (for support purposes):

System Manager:
- Elliott System Manager

Accounting:
- General Ledger
- Accounts Receivable
- Accounts Payable
- Payroll
- Assets & Depreciation

Distribution
- Inventory Management
- Customer Order Processing
- Purchase Order & Receiving
- Bill of Material Processor

Select your plan (Circle One):
- Basic Support Plan - $1,250
- Value Support Plan - $2,450
- Advanced Support Plan - $4,800
- Premium Support Plan - $11,250

Manufacturing:
- Material Requirement Planning
- Master Scheduling
- Job Costing
- Shop Floor Control
- Labor Performance
- Standard Product Routing
- Standard Product Costing
- Capacity Requirement Planning

Barcode
- Inventory Management (Xfer)
- Customer Order Processing (ShipQuick)
- Purchase Order (QuickReceipt)

Payment Method:
By Check_____   By Credit Card_____
Credit Card Type: Visa   Master   AmEx
Credit Card No:_____
Credit Card Holder:_____
Expiration Date:_____
Date: _____

Signature:_____

If paying by check, please mail this order form with your signature and enclosed check to: NETcellent System, Inc., 4040 W. Valley Blvd. Suite #100, Walnut, CA 91789-0931. If paying by credit card, you can either mail this form with your signature, or fax to 909-598-9019. Support plans will be effective on the day we receive your payment. By signing this order form, you agree to the terms and conditions of this support agreement.