

The Ball Programs

Service Term Sheet

Platinum Plan

Updates Subscription Service and Product Support can be purchased at the same time a new license is purchased. The Updates Subscription Service must be purchased each year the Ball Programs are used by Licensed User.

1. Updates Subscription Service

The current price for the update subscription service for the BALL PROGRAMS Version 1.0 is \$2,640 for the first year. This entitles Licensed User to receive all commercially available updates that are made to the BALL PROGRAMS Version 1.0 over the year. By taking advantage of this option Licensed User is guaranteed that for the first and second renewal years the fee for Software Updates will not increase by more than 4% over the prior year's fees.

If Licensed User decides not to continue with the Update Subscription Service, then at a later date decides to reactivate the Update Subscription Service the reinstatement fee will be calculated as follows: Last Paid US plus applicable renewal adjustments * 150%)* length of unsupported time.

2. Product Support Services

a. Training of employees.

Ball Research will provide five (5) days of on-site training for **[INSERT NUMBER]** _____ employees of Licensed User relating to the operation of the BALL PROGRAMS at the office of Licensed User where the BALL PROGRAMS and ENCRYPTED DATABASES are installed. Ball Research will not provide training for general computer operations or general use of Visual FoxPro, except to the extent it relates to the operation of the BALL PROGRAMS. If additional training is needed for the designated employees of Licensed User or their replacements, or for additional workstations of Licensed User, the training will be done by Ball Research at a rate of \$100 per day, plus reasonable expenses. Licensed User shall pay all reasonable costs and expenses of Ball Research for travel and lodging incurred for, as result of, or during, on-site training at Licensed User.

b. Telephone support.

Ball Research will supply four (4) hours per month of telephone support for the BALL PROGRAMS to the designated number of employees. Such services are available between 8:00 a.m. and 5:00 p.m. (Eastern Time Zone) Monday-Friday, except federal holidays. Licensed User shall pay all telephone reasonable charges for telephone support. Telephone support services in excess of four (4) hours per month will be provided by Ball Research at its then-current rates.

c. Documentation support.

With each copy of the BALL PROGRAMS, Ball Research shall supply to Licensed User, free of charge, one electronic copy (on CD-ROM or other media) of the user documentation for the BALL PROGRAMS. Licensed User shall be solely responsible for controlling the use and dissemination of said user documentation among its employees and system administrators. We have specifically designed the F1 Help to restrict each designated employee's Help access to only those areas that are directly related to his or her job responsibilities.

Note: The use of the on-line F1 Help requires a NON-DISCLOSURE AGREEMENT FOR INDEPENDENT CONTRACTORS be executed between the company that maintains your facility server and Ball Research, Inc.

d. On-site visit

Ball Research will install the BALL PROGRAMS and ENCRYPTED DATABASES on Licensed User's server free of charge with the help of the company that maintains your facility server. Ball Research will also make on-site visits to recover the BALL PROGRAMS and ENCRYPTED DATABASES from crashes that were caused by the BALL PROGRAMS.

Note: The BALL PROGRAMS and ENCRYPTED DATABASES have been in use since the fall of 2004. No crashes have occurred due to the use of our products.

Ball Research will also make on-site visits to Licensed User's facility to recover the BALL PROGRAMS and ENCRYPTED DATABASES from crashes that were not caused by Ball Research. The cost of this service will be \$100.00 per hour, portal to portal, plus time spent at the site.

Note: We will work with the company that maintains your facility serve to recover the BALL PROGRAMS and ENCRYPTED DATABASES should they occur.

Ball Research has a crash recovery service to assist Licensed User. There are currently two options available depending on the distance Licensed User's facility is from East Lansing, Michigan.

Option No. 1 – for facilities less than 250 miles from East Lansing crash recovery service can be purchased in increments of \$2,000.00, which is equivalent to 20 hours of service. This on-site crash service would entitle Licensed User to receive 25 hours of service. Additional crash service can be purchased, in increments of \$2,000.00, as needed at the then going rate.

Option No. 2 - for facility greater than 251 miles from East Lansing crash recovery service can be purchased in increments of \$3,000.00, which is equivalent to 30 hours of service. This on-site crash service would entitle Licensed User to receive 27.5 hours of service. Additional crash service can be purchased, in increments of \$3,000.00, as needed at the then going rate.

e. Check-in/Check-out

The BALL PROGRAMS require access to the facility's hourly employees' check-in/check-out times. There are two options available from which to choose:

Option No. 1 – Ball Research will supply one (1) or more thermal bar code readers to Licensed User at cost. The current cost of the thermal bar code reader is \$220.00. Licensed User can choose to pay for the bar code reader in the first lease payment or amortize the cost over the five (5) years of the lease. Licensed User agrees to supply thermal bar code labels for each hourly employee listed by Licensed User on their employee identification badge.

Option No. 2 – Licensed User agrees to grant access to Licensed User's existing check in/check-out system for its hourly employees to Ball Research, so that Ball Research can record and use the hourly employees' check-in and check-out times in the BALL PROGRAMS.

f. Compiling Employees and Residents Information.

Due to the nature of the employee and resident information, Ball Research requires that our CONFIDENTIALITY AGREEMENT be executed between the parties. In order to compile the relevant employee and resident information, Licensed User can choose the option below which best serves their needs:

Option No. 1 – Ball Research will enter and verify the critical data needed for the employee and resident files used in the BALL PROGRAMS Version 1.0. Information regarding the current rate for this service is available by calling Ball Research at 517.332.5070.

Option No. 2 – Licensed User will enter and verify the critical data needed for the employee and resident files used in the BALL PROGRAMS.

3. Services Agreement

The terms set forth in this term sheet are non-binding. The parties will enter into a definitive services agreement pursuant to which Ball Research will provide Licensed User with the services covered by the Platinum Plan.