

The Ball Programs

Service Term Sheet

Silver Plan

The Silver Plan is Ball Research's standard support plan made available to licensees at no additional charge provided that Licensed User pays all applicable license fees. The Service Agreement for the Silver Plan is for five years and can be upgraded to the platinum plan at any time. A description of the Silver Plan is as follows:

1. Updates

Ball Research may, from time to time and at its sole discretion, make available updates, enhancements, new versions or other modifications to the BALL PROGRAMS. During the term of the License Agreement, Licensed User may purchase a license for such updates, enhancements, new versions or other modifications to the BALL PROGRAMS at prices and under terms established by Ball Research.

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 \$300 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 reasonable telephone charges incurred by Ball Research 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 for this service will be \$100 per hour, portal to portal, plus the time spent at the site.

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

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 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 Silver Plan.