



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

Dear Customer,

We are writing this letter to inform you of our new service, MY TECH Support, the annual technical support agreement, and updates to K9 Bytes Cloud.

K9 Bytes has **teamed with a world class U.S. based support organization** in order to improve response time and service. K9 Bytes MY TECH Support is a new technical support service starting in January 1, 2014. Our goal with MY TECH Support is to help you run your business smoothly. We know you have better things to do than worry about software and hardware issues that may arise with multiple support lines. Therefore, K9 Bytes has devised a solution we believe will help our customers with unrelated K9 Bytes software support. We would like to be your technical support provider with MY TECH Support, which provides support for all end-user devices including PCs, laptops, smartphones, tablets, and mobile devices. In addition, MY TECH Support assists with software programs including MS Office, Windows 7, and Windows 2008 server support. MY TECH Support is priced in per incident packages.

Over the past year, we have been working to greatly improve our software, and our support services. We understand that K9 Bytes is mission-critical software meaning its performance is an integral part of your business operations. As a part of our effort to keep your software always running as it should, we have changed our service plan to provide better customer support. We will now be using a 3-tier support plan that includes *Basic*, *Standard*, and *Premium* options with **assured response times**. *Basic* offers support during business hours along with periodic software updates; *Standard* and *Premium* each provide **24/365** emergency support services. In the annual renewal agreement, you will be able to select which tier serves your needs best.

We also have enhanced the performance and capability of K9 Koordinator. Most significantly, we have combined multiple versions of K9 Koordinator into a single version that we expect will improve functionality and that will allow it to sync data with K9 Bytes Cloud. Among the many improvements, the reporting and point of sale modules have been upgraded to provide a better user experience. Furthermore, we understand that many of our customers signed up for a preview version of K9 Bytes Cloud last year. For customers who signed up for K9 Bytes Cloud last year, to show our appreciation for your patience in waiting for us to launch the Cloud version, we will be providing our K9 Bytes Cloud service free for the first 6 months after launch.



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

K9 Bytes Cloud

K9 Bytes Cloud is a desktop and web-based Kennel software product that will allow your customers to make reservations online as well as make payments on the web. The best part of the new K9 Bytes Cloud is the feature that integrates your website with your K9 Bytes Cloud kennel software. For the first time on K9 Bytes, your customers will be able to view their pet via webcam and access boarding information with a tablet. We will be rolling out the K9 Bytes Cloud, module by module, to ensure that each module is fully functional and to collect valued feedback from our customers. The first module will be the online reservation system, which we expect to release on or about February 1, 2014.

The screenshot shows the K9 Bytes Cloud reservation interface. At the top, there is a navigation bar with the K9 Bytes logo and the text "Pet Software for the Pet Industry". To the right of the logo is a search bar with a dropdown menu set to "me" and a "Search" button. Further right, there are links for "Kennel Name", "Hello Employee Name", and "Submit Support Ticket". Below the navigation bar is a blue menu bar with the following items: "Dashboard", "Reservations", "Point of Sale", "In Facility", "Reports", "Employees", "Admin", "Setup", "Options", and "Help". A "Logout" button is located on the far right of this menu bar.

The main content area is titled "Reservation" and contains a form with several sections:

- Check In:** A dropdown menu.
- Check Out:** A dropdown menu.
- Services:** A list of checkboxes for "Paytime", "More Services", "Walk", "TV", and "Pool".
- Customer:** A list of customer names: Customer1_K9, Customer2_K9, Customer3_K9, Customer4_K9, Customer5_K9, Customer6_K9, and Customer7_K9.
- Pet:** A list of pet names: Pet1_K9, Pet2_K9, Pet3_K9, Pet4_K9, Pet5_K9, and Pet6_K9.
- Room Type:** A large empty text area.

At the bottom of the form, there are two buttons: "Make Reservation" and "Cancel". Below the form, there is a "K9 Bytes News" section with a text input field.



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

K9Bytes MY TECH Support

MY TECH Support is for non-K9 Bytes software issues. It is a service which allows you to have your own IT department without the extra overhead costs. MY TECH Support will assist you with your Windows PC in helping to resolve hardware issues and guiding you through server troubleshooting and diagnostics. My TECH Support will also be able to connect remotely to your desktop, in order to help you solve the problem faster and more efficiently, so that you can focus on your business. This service is priced based on the number of incidents during the year that you may have.

Below is list of support services we can provide:

Basic answers to "how to" questions

Troubleshooting your Windows PC

Supporting desktop applications like Microsoft Office

Supporting Network and Internet connectivity issues

Desktop peripheral hardware: Printers, Monitors, Barcode readers

Connectivity, POS, OS, Remote Access, Peripherals, Spyware, Anti Virus,

Assisting with Server-based password resets

Supporting Active Directory

Supporting MS Exchange or hosted e-mail applications

Firewall troubleshooting



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

Renewal Contract

Enclosed you will find your annual renewal contract form for January 1, 2014, through December 31, 2014. As you can see, the contract dates have been changed in order to make it easier for our customers to keep track of when their support plans need to be renewed or changed.

All of us at K9 Bytes Software want to provide the best technical support possible. In order to do that, we require all of our customers to have a current technical support contract in place. For this purpose, please complete the attached Technical Support Agreement and fax it to our support department. This is a simple and quick process. All you have to do is:

1. Fill out the Technical Support Agreement **completely** with the information requested.
2. Fax the form to the number at the top of this document.

*Please keep in mind:

- Any alterations to the standard agreement language will void the contract. A notification will be sent to you via fax or e-mail if your agreement is rejected for any reason.
- All agreements must have an authorized credit card approved before technical service can be provided.
- Please remember to wait until you receive your confirmation before contacting Customer Service and Support.

We appreciate your business and look forward to providing you with world class software support!

Customer Service and Support Hours:

Mon–Fri 8:30 AM–5:00 PM Central Time

Please use [the CRM ticket center](#)

This Technical Support Agreement ("Agreement") is entered into by and between K9 Bytes Software Incorporated ("KBS") and the customer identified below ("Customer"). This Agreement shall be effective upon the date accepted by KBS as evidenced by KBS's receipt of a fully complete, executed Agreement, including an authorized and approved credit card. This Agreement cannot be deferred or postdated for a later start date under any circumstances.



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

Support Plan Offerings

Basic Support Plan

- Voice telephone support Monday through Friday, 9:00 AM – 4:30 PM CT
- Response time assured within 16 business hours
- Help Desk and e-mail support
- Remote support as needed
- Periodic software updates

Standard Support Plan

- Extended voice telephone support Monday through Friday, 8:30 AM – 5:00 PM CT
- Response time assured within 8 business hours
- Priority Help Desk and e-mail support
- Remote support as needed
- Periodic software updates
- 24/7 emergency support
 - 1 incident free of charge
 - \$100 per incident thereafter
- MY TECH Support
 - 1 incident free of charge
 - \$75 per incident thereafter or 15% discount on MY TECH Support incident packages

Premium Support Plan

- Extended voice telephone support Monday through Friday, 8:30 AM – 5:00 PM CT
 - Response time assured within 4 business hours
 - Priority Help Desk and e-mail support
 - Remote support as needed
 - Periodic software updates
 - 2 hours phone or remote assistance for nonsupport issues such as implementation, training, data recovery, and data manipulation
 - 2 IT support incidents for Windows
 - Updates installed remotely by K9 Bytes technical personnel
 - 24/7 emergency support
 - 4 emergency support incidents free of charge
 - \$75 per incident thereafter
 - MY TECH Support
 - 3 incidents free of charge
 - \$75 per incident thereafter or 20% discount on MY TECH Support incident packages
-



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

Contract Information

Note that agreement prices are subject to change because renewal charges can change at the end of subscriptions. Technical Support agreement prices for the LITE, PRO, or NET version are different.

Please select an agreement by putting a check mark in the box shown:

Customer Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Shipping Address: _____ State: _____ Zip: _____

Primary Contact: _____

Phone: _____ Fax: _____ E-mail: _____

I have read the support plan offering carefully. Enroll our organization in the support plan indicated below. We agree to the terms and conditions specified herein.

Product Type	Basic	Standard	Premium
Lite	<input type="checkbox"/> \$150	<input type="checkbox"/> \$200	<input type="checkbox"/> \$300
Pro	<input type="checkbox"/> \$300	<input type="checkbox"/> \$450	<input type="checkbox"/> \$600
Net	<input type="checkbox"/> \$325*	<input type="checkbox"/> \$550**	<input type="checkbox"/> \$750***
Corp	<input type="checkbox"/> \$600	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1250

5% discount off the support plan if payment is received by November 27, 2013			
Product Type	Basic	Standard	Premium
Lite	<input type="checkbox"/> \$150 \$142.50	<input type="checkbox"/> \$200 \$190	<input type="checkbox"/> \$300 \$285.00
Pro	<input type="checkbox"/> \$300 \$285.00	<input type="checkbox"/> \$450 \$427.50	<input type="checkbox"/> \$600 \$570.00
Net	<input type="checkbox"/> \$325 \$308.75*	<input type="checkbox"/> \$550 \$522.50**	<input type="checkbox"/> \$750 \$712.50***
Corp	<input type="checkbox"/> \$600 \$570.00	<input type="checkbox"/> \$750 \$712.50	<input type="checkbox"/> \$1250 \$1,187.50

* up to 3 computers are supported under this plan (Lite and Pro support only 1 computer)

** up to 5 computers are supported under this plan

*** no limit, but we recommend you upgrade to Corp because 5+ computers slows the software

Buy additional MY TECH SUPPORT Incident Packages at a discount based on the support plan you selected.

Package	Basic	Standard	Premium
3	<input type="checkbox"/> \$202	<input type="checkbox"/> \$191	<input type="checkbox"/> \$180
5	<input type="checkbox"/> \$338	<input type="checkbox"/> \$309	<input type="checkbox"/> \$291
10	<input type="checkbox"/> \$640	<input type="checkbox"/> \$605	<input type="checkbox"/> \$570

Total Due \$ _____

Pay by check made out to K9 Bytes Inc. -or- Credit card (see attached form)

Remit to: K9 Bytes Inc., 205 W. Wacker Dr., Suite 1320, Chicago, IL 60606



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

KBS shall provide technical support services to Customer by answering questions and providing assistance specifically regarding the operation of Customer's registered copy of K9 Bytes Software and applicable add-on products. Technical support is limited to providing assistance for the installed version of all related products. Technical support provided may include, but is not limited to, troubleshooting of an issue and providing resolution when available. It does not include network configuration, operating systems issues, or computer hardware problems. If it is determined that data corruption is a cause of a problem, technical support personnel may suggest that file repair be done; however, a backup by Customer will be required in this case. **Backing up daily to different drives and taking backups off-site regularly is the responsibility of the Customer.** Training for the K9 Bytes Software applications **is not** covered under this Agreement, but may be available for a separate fee at the sole discretion of KBS.

Customer understands that KBS's sole obligation under this Agreement is to provide the technical support services described above. KBS shall use commercially reasonable efforts to correct a problem the Customer may be experiencing, but KBS does not guarantee any support provided under this Agreement will be sufficient to do so. KBS cannot guarantee that any call will be answered or that any problem resolution will be completed in a set amount of time. Customer understands that KBS will keep Customer's data to which it has access during problem resolution secure and confidential in accordance with KBS's obligations under the Health Insurance Portability & Accountability Act.

KBS's technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services. IN NO EVENT SHALL KBS BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCEPT AS MAY BE CAUSED SOLELY BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KBS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS OCCASIONED BY, OR RESULTING FROM THE PROVISION OF, OR FAILURE TO PROVIDE ANY SUPPORT SERVICE, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR BREACH OF CONTRACT. CUSTOMER HEREBY EXPRESSLY WAIVES ALL SUCH CLAIMS. CUSTOMER ACKNOWLEDGES THAT KBS DOES NOT WARRANT THE SUPPORT SERVICE AND CUSTOMER WAIVES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

It is understood that this Agreement is nonrefundable, and any disputes or requests for reimbursement of supported software must be sent in writing to KBS within 30 days from the original date of purchase of such software. KBS will have 30 days from receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and conclusions will be considered final. This Agreement and the support services provided hereunder are nontransferable by the Customer. Customer acknowledges that the support services hereunder are not exclusive to Customer. This Agreement and the provision of support services hereunder is conditioned upon a fully paid and effective license agreement for K9 Bytes software. Customer acknowledges that there will be a reinstatement fee of \$175.00 to reinstate any previously terminated service.

KBS shall have the right to immediately terminate this Agreement if Customer breaches any of the terms or conditions of this Agreement, including but not limited to nonpayment of any fees owed to KBS by Customer under this Agreement or under any other agreement between the parties. Customer must remain in good standing at all times with all outstanding invoices paid in full and in a timely fashion. Upon termination, Customer shall not be entitled to any refund for the remaining period of the Agreement, if any.

The parties agree to conduct any litigation between them in the courts of Cook County, Illinois and do hereby consent to said jurisdiction and venue, without limiting the right of either party to bring or remove any action to federal court in the Northern District of Illinois, as permitted by applicable law and rules. If any legal action or proceeding is required to recover unpaid amounts due KBS, the Customer shall pay KBS for all attorney's fees and costs in addition to other amounts awarded to KBS.

By signing below, Customer acknowledges and agrees to these conditions:

Signature: _____ Date: _____

Customer's Name: _____



Annual Technical Support 2014 Agreement

205 W. Wacker Dr. Suite 1320, Chicago, IL, 60606 Phone: (813) 987-2070 Fax: (813) 987-2075

Credit Card Information

FIRM NAME _____

NAME AS IT APPEARS ON CARD _____

PLEASE CHECK ONE: () Visa () MasterCard

CREDIT CARD NUMBER _____

EXPIRATION DATE _____

INVOICE NUMBER _____

CARD HOLDER BILLING INFORMATION:

CARD HOLDER NAME _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

I, _____ AUTHORIZE K9 Bytes TO

CHARGE MY CREDIT CARD FOR THE TOTAL AMOUNT \$ _____

SIGNATURE _____ **DATE** _____

Fax to: (813) 987-2075

KBS Official Use ONLY

Received date: _____ Received by: _____

Customer's name: _____