

Crystal Clear Software Ltd.

Customer Charter

Support

Between 08.30 and 18.00 hrs. from Monday to Friday (East African Time, GMT+3).

- Live Support (via www.loanperformer.com).
We guarantee to answer your live support chat request within 3 minutes provided this is in English and French.
We cannot **guarantee** availability of support in Spanish and Russian.
- Email queries to ccs@infocom.co.ug and support@ccs.co.ug will be replied within 4 hours.
Email queries to ccs@racsa.co.cr (Costa Rica) will be replied within 12 hours.
- Phone calls to +256 (0)414-231-739, +256-(0)414-233644 or +256-(0)752-694074 will be answered within 3 rings.

We cannot guarantee response times for queries that come to us via other channels e.g. personal emails, telephones, chat and skype. We also cannot guarantee these support services during holidays.

Outside these hours

- Live support is not guaranteed to be available but during busy periods you may find our agents online.
- Email enquiries will be answered within 12 hours up until Midday (EAT) on Saturdays and within 36 hours after this.

Telephone support is not available from 12:00 noon on Saturday till Monday 8:30 AM (EAT).

For Our Office in Costa Rica

Unfortunately, we cannot guarantee response times for Costa Rica.

Query Resolution

All queries regarding issue with Loan Performer will be logged and given a unique reference to ensure accurate record keeping and analysis. Please use the query reference number on all communication.

We will always attempt to resolve issues received via live support within the session. This is possible for most queries involving training or configuration issues.

If we need to investigate further we may need a copy of the client's database or access to the client's system remotely using Team viewer. Please be aware of the procedure for both of these so that we can help you faster.

If we find that the query is caused by errors in the source code of Loan Performer, then we shall escalate the query and define it as a bug. We aim to analyze the query and escalate it (where appropriate) after getting all the required information.

If you raise a query, please ensure you get a Reference Number and quote it in all correspondence.

Service Level Agreement

Crystal Clear Software Ltd charges annual fees. For this the client is entitled to free updates and off-site bug-fixes. We offer 3 levels of support: Bronze, Silver and Gold. Each corresponds to a service level and each has its price. Bronze is cheapest at 23% of the license costs and the service is low. Gold is highest at 46% and the service is high.

Service Level	Costs in terms of % Annual Fees
Gold	46% of the license costs
Silver	35% of the license costs
Bronze	23% of the license costs

Category	Description of the bug	Response time in (Uganda) working days
A - Critical	Any issues that prevents normal business operations to continue. Normal business operations are operations with the client.	Gold: To be corrected within 1/2 day Silver: To be corrected within 1 day Bronze: To be corrected within 2 days
B - Important	Data is saved with the wrong values in the database	Gold: To be corrected within 2 days Silver: To be corrected within 4 days Bronze: To be corrected within 5 days
C- Low	Data is reported incorrectly. Incorrect formatting of reports / labels.	Gold: To be corrected within 5 days Silver: To be corrected within 10 days Bronze: To be corrected within 15 days

The client should report a bug with a full description including:

1. LPF Version number
2. Database used (Foxpro or SQL Server)
3. What data entry was done leading to the bug
4. Screen shots of the bug appearance
5. Any configuration settings relevant to the issue

CCS can only repair a bug if it can be reproduced. So upon receipt of a bug report, CCS will try to recreate the bug. If it is not possible to reproduce it, CCS will ask the client for a copy of the database or to get access to the client's environment using Teamviewer. The specified time frame for correction is counted from the moment that CCS is able to reproduce the bug.

If bugs are not fixed within the specified time frame, the penalties below are applicable. The specified time-frame starts upon Crystal Clear Software confirming receipt of the communication from the client and confirming to understand the issue(s) raised. We expect the client to respect Crystal Clear Software's working hours (Mo-Fr from 8:30 AM till 6:00 PM), Ugandan time-zones (+ 3 GMT) and Ugandan official holidays. Only issues that have been communicated in writing can be accepted (chat or email). No liability can be accepted in case of non-performance beyond our fault (Natural disasters, fire, internet is down etc.).

CCS will always correct the bug in the latest version of the software; see "Version Policy" below. Client cannot claim that this bug fix should be done in a previous version.

In addition to bug fixes, Silver and Gold clients are entitled to some new, free reports in Loan Performer. These reports are listings, not complex reports with many indicators. Delivery is within 10 working days after receipt of clear specifications. If we deliver later, penalties are applicable.

Service Level	<p>Number of free reports (or receipts)</p> <p>(The free reports are listings, not complex reports with many indicators.</p> <p>Delivery is within 10 working days after receipt of clear specifications)</p>
Gold and Silver	<p>1 report for every 500\$ annual fees: Annual fees up to 500 \$: none 500 – 1,000 \$: One report 1,000 – 1,500 \$: Two reports 1,500 – 2,000 \$: Three reports etc.</p>
Bronze	None
Service Level	Penalty in case CCS does not respect the deadline

Gold	Max 25% of the amount paid as annual fees/year
Silver	Max 15% of the amount paid as annual fees/year
Bronze	None

Note that the percentages above are per year and per license. If for instance for a gold license, 4 issues were reported that were not resolved with the specified time, the payout amount will not be 4 x 25% but 1 x 25%.

If an issue is reported and not corrected within the specified time-frame and it is applicable for all branch databases of a client, the percentage will be applied to the annual fees of only one branch license. Penalty amounts are not paid out in cash but will be deducted from next year's annual fees.

Not Included in the Free Support

It is also important to note what is not included in the free support. These are:

- Connectivity problems: If after an initial installation where Loan Performer was installed and has been working, a connectivity problem occurs and access to the database (or to our files on the server) is not possible, then our support is not free but is chargeable. This also includes access via the internet and mobile phones.
- Hardware problems: If we have supplied the client with a fingerprint scanner which after it has been installed and was working, it stopped working, then that is not covered under the free support.
- Modifications of the database: If the user has modified data without going through the Loan Performer menus or even deleted/modified/added fields in the tables or deleted/modified/added tables or indexes, then support is charged. In case an issue is reported and we find after spending time, that the cause of the problem is that the database has been modified, we are free to charge the client for the time spent.
- On-Site Support is always chargeable.

Patches

Crystal Clear Software Ltd may create patches for the following purposes:

1. You may have reported an issue and a patch is required to correct the data in your database. These patches are free of charge as they fall under the normal support unless it is evident that you have been entering, modifying or deleting data in the Loan Performer database without using the Loan Performer menus.
2. You may have requested an enhancement which cannot be immediately integrated in the next version and you will receive this as a patch that needs to be run as an external application from Loan Performer. These kinds of patches are chargeable and need to be paid before they are created.
3. You may want to split a database into separate branch databases or consolidate different branch databases. Also these kinds of patches are chargeable and need to be paid before they are created.
4. All patches are version and database dependent. That means that we do not guarantee the proper working of a patch if it is used for a database of a different version or for a different branch than for the one it is created.
5. Patches will be delivered via an FTP website where they are stored for a maximum of 2 months. The support for the correct functioning of a patch is limited to 2 months from the date of creation.
6. Imbalances between sub-ledger and general ledger:
If a client reports an issue to do with imbalances in GL reports, and after investigation, CCS discovers that, a user had entered a manual entry which caused this problem or CCS discovers that the imbalances were caused by no follow-up (e.g. no Day Closures for more than 30 days, no Month Closures for more than 6 months or no Year Closure done for more than 2 years) and this resulted in unbalances accumulating over the years, this work will be chargeable and needs to be paid before it is corrected.

Version Policy

Loan Performer has 2 major releases: version 7.10 and version 8 that are being supported. Version 7.10 will not include new features anymore; new features are only created in version 8.

If a client finds a bug in say 8.04, CCS will first check whether the bug can be reproduced in the latest version in this series, say 8.09. If this is not the case, the client will be informed to upgrade. If this is the case, CCS will create a bugfix in the next release, say 8.10. If 8.10 will take a long time, CCS may create 8.09.01 release to address this issue.

Trainings and Consultancies

In general, the procedure for trainings and consultancies is as follows:

1. The clients specifies what is required (Training in a , b, c for x number of staff in LPF version xx and the period, database conversion for .. clients etc.).
2. If all is clear, Crystal Clear Software sends a pro-forma where the expenses for travel, food and lodging are not detailed.
3. Client makes an advance payment of at least 60%.
4. Crystal Clear Software buys a flight and sends a trainer/consultant over.
5. Client takes care of all local expenses (travel from/to airport, hotel to work and back, food and lodging). We expect the hotel to be clean and quiet. We expect the consultant to be able to choose his/her own food at lunch and dinner.
6. Trainer/consultant does his/her work and returns home. Crystal Clear Software sends a final invoice with all expenses not taken care of by the client and deducts the advance payment.

7. Client pays within 30 days the balance.

In case the client buys licenses, Crystal Clear Software supplies temporary licenses that will be updated for the full period upon receipt of full payment. If any shortfalls, the validity of the license will be reduced proportionally.

Expectations

Client may expect the trainer/consultant to work on a professional basis during normal working hours as applicable in the country where the work takes place. The client should not expect working hours to exceed 8 to 9 hours per day. The client should also allow for 1 day rest during the week. Normally this is the Sunday but this can be different if agreed upon. The client is not being charged for this rest-day apart from the normal food and lodging expenses. All other days are being charged for. This means that if the client does not want the trainer to work on Saturday and Sunday, the Saturday will nevertheless be billed.

Travel days

The client will not be charged for travel time up to a maximum of 1 day for going and 1 day for returning if the consultancy takes at least 1 week. If less than 1 week we charge 50% of the daily fees for travel. Any additional time beyond the 1 day travel is chargeable at the normal daily fee.

In person

Client may request for a specific person to come over for training/consultancy. However, Crystal Clear Software is free to apply a different daily rate if that is the case.

Payments

Payments can be made using the following methods:

1. Cash in Uganda Shillings or US Dollars
2. By local cheque in Uganda Shillings only
3. By SWIFT bank transfer
4. By Western Union or Money Gram
5. By Credit Card

In all cases, the client should take care of all transfer charges. If this is not the case, CCS may reduce the validity period of the license.

Intellectual Property

The Loan Performer is a product of Crystal Clear Software Ltd and the Company reserves all intellectual property rights that arise from usage and any subsequent changes or improvements to suit user needs.

Licenses

Loan Performer can be freely downloaded from our website. Anybody can login with username 'Performer' and password 'LPF'. There are no time restrictions for this 'demo' version but there are restrictions in number of entries (clients, savings, loans and accounting transactions). Every time the user logs in, Loan Performer will tell him or her how many clients, savings, loans and accounting transactions can still be entered before the user is required to buy a license. Once the maximum is achieved, the user can only login in read-only mode and no additional information can be entered.

A license is issued in the name of an organisation. The following information is required:

Name organisation:

Abbreviation if any:

Address:

Tel:

Fax:

Email:

Contact Person:

Skype address:

Branch Name(s):

2 Character Branch Codes(s):

Upon receipt of payment, CCS issues a license. This is normally for a year (unless more or less has been received). The license is given for a particular database. The license is not to be used for other databases and is not to be given to other organisations. This is a contravention of the license agreement.

One month before renewal, the user is informed at login that the license expires this month and the user is to contact CCS for renewal. At the same time CCS sends out an invoice to the client with the annual renewal fees. Upon receipt of payment, CCS updates the license. If the license is not renewed, the client will get read-only access after the expiry date. That means that only reporting will be possible but no new data entry.

The client can pay the annual fees up to 1 year after the last expiry date. In this case the validity of the license starts with the last expiry date even if the client has not used Loan Performer for some months. In case the client wants to activate the license after 1 year after the expiry, s/he has to buy the license afresh at the full price.