

TELEPHONE TRAINING PACKAGE



Introduction

You made a significant investment when you purchased the FOOD-TRAK® System. Given the size and flexibility of the system, it is unlikely that you're using the system to its full extent. In some cases, employee turnover may have actually reduced the overall effectiveness of the system given the lack of FOOD-TRAK experience new employees may have.

Only through effective and ongoing training can your organization reach its full potential with the system. Learning better ways to use existing functions, understanding the benefits of new functions, or simply cleaning up the database will ensure FOOD-TRAK's success.

In our experience, personalized FOOD-TRAK training has proven to be the single most effective training method for our users. SCI offers numerous training options to cover any topic of the FOOD-TRAK system, but they typically require an appointment scheduled in advance. But in many cases, clients have fairly simple questions that don't require a full hour or more of training and in most cases they'd like to get the answers quickly.

With this in mind, SCI is pleased to introduce our newest training option - the FOOD-TRAK Telephone Training Package (FTTP). Rather than scheduling time in advance, FTTP can provide answers to your questions as they happen.

How It Works

Select the package of your choice and pre-pay for a certain number of FTTP hours that may be used in 15 minute increments throughout the course of the year. With an authorized list of users in place, they may call our training department during business hours to have their questions answered. All that's required to take advantage of this package is a telephone, computer and an internet connection. Web conferencing may be used in order for the trainer to oversee your work as your questions are resolved.

Continuing education is the best way to get the full use of your FOOD-TRAK system. Getting your questions answered can help you save time, money, and resources. Contact your account manager and order the Telephone Training Package today.

The following requirements must be met in order to comply with the package:

- Training is only completed on the latest version of FOOD-TRAK.
- If visual aids are needed, the trainee might be required to give the trainer remote access to their desktop using GoToMeeting.
- Only FOOD-TRAK users that are listed as authorized users can call for training.
- Payment must be received in advance before training is received.
- Client must have a current maintenance plan to purchase the Telephone Training Package.

Telephone Training Package:

One Hour \$150

Three Hours \$400

** Savings of \$50!

Five Hours \$675

** Savings of \$75!

To order, contact your account manager by calling (800) 553-2438 or e-mail ftsales@foodtrak.com

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FOOD-TRAK Training Plan Agreement

The FOOD-TRAK Training Plan (hereinafter "Plan") as described in this Agreement is a specific, structured approach to training provided by System Concepts, Inc. (SCI) for its Clients. By paying the fees associated with this Plan, Client ("you") acknowledges and agrees to the terms and specifics associated with this Agreement. You acknowledge that non-payment of any amount due to SCI relating to training, maintenance, support, Licensed Software, expenses or other services shall constitute a breach of this Agreement and therefore a basis for SCI's termination of this Agreement along with permanent or temporary suspension of services under this Plan.

1. End-User License Agreement Required. In order for you to receive and continue to receive services under this Plan, you must have prepaid for the Plan, be licensed under a current SCI End-User License Agreement ("EULA") to use the FOOD-TRAK software and have a current FOOD-TRAK Maintenance Plan. This Plan will automatically terminate one year from the date of purchase or upon termination of the Maintenance Plan or EULA corresponding to said Licensed Software, whichever comes first.
2. Training
 - A. This Plan entitles you to telephone assistance at SCI's published number and/or assistance via E-mail or other automated processes, in connection with training for the Licensed Software. Training is currently available Monday through Friday, 7:30am to 5:30pm Arizona time, with the exception of holidays or other days the office is closed. The hours and days of training are subject to change at any time, provided that:
 - i.) SCI will provide advance notice of any change in the hours and days
 - ii.) The total number of available hours shall not be less than 40 in any regular work week (excluding holidays).
 - B. Telephone training will be provided only for those individuals preauthorized by you to use prepaid hours of training purchased. SCI will attempt to answer your specific questions, however, training is offered to you on a best efforts basis only and SCI may not be able to resolve every request for training. Telephone training is provided for ongoing use of the Licensed Software. Telephone training does not include or pertain to any SCI products that are not part of the Licensed Software.
 - C. SCI will only provide telephone training for current versions of the Licensed Software products. Previous versions (one version prior to the most current released version) will be available for training under this plan for a maximum of 90 days after release of the most current version, after which, upgrade to the most current version will be required in order to obtain training under this Plan. Your failure to upgrade in a timely manner will not entitle you to a partial or full refund of any fees paid for this Plan.
 - D. Telephone Training guidelines:
 - i.) Training can be purchased by hourly increments.
 - ii.) The training department is not responsible for any non-FOOD-TRAK software related issues.
 - iii.) You must ensure that you have all import/export utilities in place for interfaces.
 - iv.) Any non-FOOD-TRAK applications that are required are your responsibility. Trainers will explain what will be needed to complete the training to ensure that they have the necessary utilities in advance.
 - v.) Any call resulting in a configuration issue which must be transferred to the support department will get charged for the time used before the transfer as well as the time after support transfers the call back to the training department. Example: Client doesn't have the proper CD-key imported or interface files are not installed.
 - vi.) No call may exceed the remaining contracted training time under this Plan by more than 5 minutes. Regardless of the state of the training at the time, the call must be ended or extended through purchase via credit card of additional time.
 - vii.) If a situation arises during the training call that is the direct result of a software "bug", you will not be billed for that training time. Instead, that time will be considered covered under the Maintenance and Support Plan. However, any other part of that call that wasn't related to the bug will still count as minutes used.
 - viii.) Calls will be rounded in 15 minute increments. For example, a four minute call will be treated as a 15 minute call. A 16 minute call will be treated as a 30 minute call. Trainers will let you know when each 15 minute increment has passed.
 - ix.) Training time begins from the moment the training rep. attempts to connect through GoToMeeting. Any firewalls to get through and logistics to work out in getting a session running will be considered billable time. In the event that you cannot use GoToMeeting, time will begin once you have asked your question and the trainer has verified your contract and allotted time. The training rep. will notify you once the training time has begun.
 - x.) Any training time that is scheduled requires a minimum one business day cancellation notice (at least 24 hours prior to scheduled start time) or you will be charged for the full amount of time requested.
 - xi.) SCI will require a list of authorized callers that can use the training plan.
 - xii.) At the conclusion of each session, the trainer will send you a summary of the training time used during the session and remaining time that is available for future calls.
3. Term/Termination. Prepaid telephone training hours are valid for one year from the purchase date. Any unused hours purchased will be forfeited at the end of the one year period. If at that time, you need additional telephone training it will need to be purchased and will be valid for one year.
4. Disclaimer. SCI does not warrant the accuracy or completeness of training services provided pursuant to this Plan. IN NO EVENT, UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, NEGLIGENCE, OR OTHER TORT, SHALL EITHER PARTY AND/OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS PLAN, EVEN IF A PARTY AND/OR ITS AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. Entire Plan. This Plan constitutes the entire agreement between you and SCI related to the subject matter hereof, and all additions, amendments or modifications of this Plan shall be binding upon the parties, only if the same shall be in writing and duly executed by you and a duly authorized representative of SCI.
6. Assignment. In the event SCI authorizes you to assign your corresponding EULA to a third-party in accordance with the provisions thereof, you may assign this Plan to the same third-party provided that you provide written notice of such assignment to SCI. SCI may assign this Plan to a purchaser of that portion of SCI's business to which this Plan relates, to the surviving corporation in the event of a merger, and to any affiliate or third-party whom SCI authorizes to provide maintenance and support services for the Licensed Software of the nature contemplated hereby.

