



CollectMax for Windows Emergency Support Service Agreement

On this date _____, JS Technologies, Inc.(JST) and _____ (Customer) hereby agree to the following:
In consideration of a payment of one dollar, receipt of which is hereby acknowledged, JST will provide access to Emergency Support services (Services) for Customer as described below.

Eligibility

The Customer shall maintain a current Max HelpLine support contract during the period of this agreement to be eligible to receive emergency support services.

Emergency Support Service Operation

The Customer will request Service by calling a JST support technician on the Emergency Support phone number. If the technician is not available immediately, Customer should leave a voice mail message or send a text message. Customer will receive an answer within a reasonable period of time, usually within one hour.

Calls for support services to the Emergency Support phone number should be placed only during the time ranges shown below. Calls made by the Customer outside of these ranges may result in a delay in receiving support or may be ignored entirely.

Hours of Emergency Support Service: (Eastern Time)

Monday thru Friday:
5:30 pm thru 9:00 pm

Saturday, Sunday, Holidays:
9:00 am thru 6:00 pm

Contingencies

If a support incident is not due to JST software, then, at the Customer's request, the JST technician may consult with third party technicians to assist in problem resolution.

If support incident appears to be related to JST supplied software and the technician is unable to provide a work-around or a direct repair, fee will be limited to one hour of service.

If the problem resolution requires the frequent monitoring of a long process (e.g. reindex of large files or importation of many records) customer will be billed for the full duration of the process.

Customer is aware that wireless technologies (cell phones and wireless internet connections) are used in support of the Services and such technologies are subject to conditions and limitations beyond the control of JST and Customer. Such conditions and limitations include but are not limited to equipment failures, cell phone service area coverage, weather-related conditions, states of emergencies and Acts of God.

Technical Requirements

Customer agrees that a high speed internet connection with permissions in place for JST access must be present at the Customer site in order to receive the Service.

Fees

Fee is \$250 for any portion of the first hour of Service. Time billed after first hour will be billed at \$195 per hour. Time billed includes, but is not limited to, the initial call, problem diagnosis, third party consultation if needed, and final resolution.

Limitation of Liability

JST will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the JST supplied software does not function properly, but JST does not guarantee that the problems will be solved or that any item will be error-free.

In no event shall JST be liable to the Customer for lost profits of the customer, or special or consequential damages, even if JST has been advised of the possibility of such damages. The total liability for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid for support services.

Miscellaneous

The failure of JST to insist on performance of any provision of this contract shall not be construed as waiving the provision and all the remaining provisions shall remain in effect.

This is the complete and exclusive agreement between Customer and JST which supersedes all proposals or agreements, oral or written, relating to the subject matter of this agreement. This agreement will be governed by the laws of the State of Virginia and shall inure to the benefit of JST, its successors, administrators, heirs and assigns.

Terms and conditions are subject to change.

Emergency Support Service Agreement

Customer: _____

Title _____ Date: _____

Contact Name: _____

Contact Email: _____

JST: _____

Title _____ Date: _____

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