

Support Program Service Agreement

Agreement is between IT Support Solution LLC and Customer ordering the Support Program ("Support Program"). Customer hereby agrees that the following terms and conditions shall govern the delivery of support services by ITSupportSolution to Customer under the Support Program with respect to applicable registered ITSupportSolution products ("Products") and where indicated with respect to third-party products and technologies. Subject to Customer's termination right as set forth in Section 4 below, ordering the Support Program indicates Customer's acceptance of the terms and conditions contained in this Service Agreement. This Service Agreement is effective upon receipt and acceptance of Customer's order by ITSupportSolution or by the authorized reseller from whom support is purchased ("Commencement Date").

1. Services.

1. ITSupportSolution will provide Customer the support services ("Support Services") described in FAQ's section of our website (the "Support Site"). Such descriptions, as may be amended from time to time, are deemed to be part of this Service Agreement. The ITSupportSolution software products for which Support is available are listed on the Support Site. Support is not available for all software products. Support is sold as an annual subscription and provides the user with unlimited support subject to the terms and conditions contained in this document. Support is also sold as single incidents or in multiple incident packs and can be used by multiple users, although, each contact with a new incident as described in section 2 will count towards decrementing the multi-pack. Support Services will be delivered by a member of ITSupportSolutions's technical support team to the Technical Support Contacts during the regional hours of operation as listed on the Support Site. Support is delivered in English only unless the Customer is in a location where localized support has been made available by ITSupportSolution.
2. Customer shall have access to ITSupportSolutions's eSupport services via remote computer access ("eSupport Services"). Should Customer choose to access the eSupport Services, Customer hereby grants permission to ITSupportSolution to access the Software, including any and all systems on which it resides, for the sole purpose of providing Support Services to Customer. CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ITSUPPORTSOLUTION ACCESS TO THE SOFTWARE AND TO CUSTOMER'S SYSTEMS BY SELECTING A "HIGH" SECURITY SETTING AND MONITORING ALL SUCH ACCESS; PROVIDED, HOWEVER ITSUPPORTSOLUTION SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE SUPPORT SERVICES AS A RESULT OF CUSTOMER'S SECURITY SETTINGS AND MONITORING OF ITSUPPORTSOLUTIONS'S ACCESS TO CUSTOMER'S SYSTEMS.

2. **Restrictions.** ITSupportSolution may limit or terminate the Support Services being provided if Customer uses the Support Services in an abusive or fraudulent manner, as

determined by ITSupportSolution in its reasonable discretion. Resale, assignment and transfer of ownership are strictly prohibited and will be grounds for termination of the Support Terms. ITSupportSolution will only provide Support Services for Products that are properly registered with ITSupportSolution as documented on the Support Site. A single support incident will be restricted to support on an issue that focuses on one aspect of the product – e.g. use of a specific documented feature of the product or assistance with a specific problem or error message. While this issue may involve other aspects of the product, addressing other aspects constitutes a separate issue and requires an additional support incident. A single support incident may involve multiple phone calls, emails and off-line research. ITSupportSolution Support Engineers are responsible for determining what characterizes a single support incident and communicating this to the Customer. ITSupportSolution Support Engineers will make reasonable efforts to resolve the issue but ITSupportSolution cannot guarantee that every issue will be resolved.

3. **Exclusions.** ITSupportSolution shall not be required to provide any Support Services relating to problems or issues arising out of or from (i) Customer's use of the Products in a manner for which they were not designed; (ii) damage to the media on which the Products are provided or to the computer on which the Products are installed; (iii) Customer's negligence, misuse, or modification of the Products; (iv) versions of Products other than the most recent version (e.g., 5.x) and one version back (e.g., 4.x), provided that ITSupportSolution shall also not be required to provide any Support Services for Products that are no longer listed on the Support Site as supported products; (v) third-party products and technologies not associated with network installation assistance as listed on the Support Site as supported technologies or (vii) conflicts related to replacing or installing hardware, drivers, and software that have not been ITSupportSolution certified.

4. **Term and Termination.**

1. Absent early termination for the reasons stated herein, this Service Agreement shall have a term of one year or until all incidents are used, whichever comes first, from the Commencement Date when purchased directly through an ITSupportSolution call center or one year from the 1st of the following month established by the Commencement Date when purchased from an ITSupportSolution on-line store or through the ITSupportSolution Open Options volume software licensing programs.
2. Notwithstanding anything to the contrary herein, these Support Terms may be terminated by ITSupportSolution for failure of Customer to pay ITSupportSolution the Annual Support Fee if such failure to pay continues for ten (10) days after ITSupportSolution gives Customer written notice of such failure. ITSupportSolution may also terminate these Support Terms if Customer materially breaches the terms of these Support Terms and fails to cure such breach within thirty (30) days of written notice thereof, except that a material breach of any license granted to Customer in the terms of use or end user license agreement applicable to the Software End User Licensing Agreement shall be grounds for immediate termination.

3. Customer acknowledges that ITSupportSolution has the right to discontinue the manufacture and development of any of the Software and the Support Services for any Software, including without limitation the distribution of older Software versions, at any time in its sole discretion, provided that ITSupportSolution agrees not to discontinue the Support Services for the Software during the current annual term of this Service Agreement, subject to the termination provisions herein. ITSupportSolution reserves the right to alter these Support Services from time to time, using reasonable discretion but in no event shall such alterations result in (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for ITSupportSolution; (iii) materially diminished rights of Customer, or (iv) higher Annual Support Fees during the then-current term. ITSupportSolution shall provide Customer with thirty (30) days prior written notice of any permitted material changes to these Support Services contemplated herein.
5. **Support Activation.** All Support Programs purchased from an ITSupportSolution on-line store or through the ITSupportSolution Open Options program are activated as of the date of purchase. ITSupportSolution may send the customer a welcome letter outlining how to access ITSupportSolution person-to-person phone and remote technical support. ITSupportSolution Support Programs that are not activated will expire one year from the Commencement Date as described in section four (4) above.
6. **Refund Policy.** If a customer does not agree to these terms and conditions, a full refund of the annual fee may be requested within the first thirty (30) days after the Commencement Date so long as the customer has not activated or used the Support Program. Refund requests must be submitted to the ITSupportSolution authorized reseller from which the Support Program was purchased or submitted to ITSupportSolution if purchased directly from ITSupportSolution.
7. **Renewals.** support is paid up front and will expire one year from the commencement date or when all incidents are used, whichever comes first. If purchased from an ITSupportSolution reseller (such as those reselling ITSupportSolution software licenses under the ITSupportSolution AOO (ITSupportSolution Open Options) Program, pricing for support is determined by such reseller. At time of renewal, the renewal price will be determined between Customer and an ITSupportSolution reseller or as set by standard published pricing.
8. **Warranty and Disclaimer.** ITSupportSolution will use commercially reasonable efforts to provide the Support Services in a professional manner, but ITSupportSolution cannot guarantee that every question or problem raised by Customer can or will be resolved. Nothing in this Service Agreement shall be construed as expanding or adding to the warranty for the Software set forth in the Product End User License Agreement or any other agreement with ITSupportSolution governing use of the software. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS JURISDICTION, ITSUPPORTSOLUTION MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS

SERVICE AGREEMENT. ITSUPPORTSOLUTION SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **LIMITATION OF LIABILITY.** ITSUPPORTSOLUTIONS'S LIABILITY UNDER THIS SERVICE AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SUPPORT SERVICES ORDERED BY CUSTOMER. IN NO EVENT SHALL ITSUPPORTSOLUTION HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ITSUPPORTSOLUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
10. **Additions.** Any additional services added to this Service Agreement by written notice to Customer will be governed by the terms of this Service Agreement.
11. **General.** This Service Agreement may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. This Service Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and ITSupportSolution concerning the subject matter hereof and constitutes the entire agreement between ITSupportSolution and Customer regarding provision of Support Services. If Customer is a resident of the United States, Mexico, or Canada then (i) this Service Agreement shall be governed by the laws of the State of Texas without reference to conflict of law principles; and (ii) Customer consents to the personal jurisdiction of the state and federal courts located in Dallas County, Texas. If Customer is a resident of any other country, then (i) this Service Agreement shall be governed by the laws of the Republic of Ireland without reference to conflict of law principles, as such laws are applied to agreements entered into and to be performed entirely within the Republic of Ireland between residents of the Republic of Ireland; and (ii) Customer consents to the personal jurisdiction of the courts located in Courts of Ireland in Dublin, Ireland for all disputes relating to this Service Agreement. If any action at law or in equity is necessary to enforce the terms of this Service Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Sections 8, 9 and 10 shall survive expiration or earlier termination of this Service Agreement for any reason.

[back to top](#)