



mc<sup>2</sup>

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### TECHNICAL SUPPORT AGREEMENT

This agreement covers the responsibilities of mc<sup>2</sup> in regards to \_\_\_\_\_ (the client) for software support services including but not limited to one or more of the following: computer software; development or documentation of computer software; business processing or other office procedures; recommendations of software, hardware or materials; training, technical support and other consulting services; acquisition of computer software, hardware or materials. Please choose plan type:

Basic Enhancement Plan     Standard Support Plan     Premier Support Plan

Commencement Date: \_\_\_\_\_; Expiration Date: \_\_\_\_\_; \$ \_\_\_\_\_ per annum in advance

#### SUPPORT SERVICES

1. mc<sup>2</sup> will support only software, operating systems and hardware that it has installed, configured or verified to be properly installed, as specified in Appendix C. Any software installed or configured contrary to recommended practices, or customized by the client or another vendor, releases mc<sup>2</sup> from supporting the software, computers or the server impacted by that installation, configuration or customization. mc<sup>2</sup> will support only licensed software. Technical support will be provided only to trained personnel (Appendix A). In the event the listed individuals are no longer employed by the client, only trained substitutes will be accepted.

2. A Basic Enhancement Plan entitles the client to limited technical support via our web site and email. A Standard and Premier Support Plan entitles the client to email and telephone support. mc<sup>2</sup> reserves the right to determine the best method of providing technical support (email, telephone or remote access). If mc<sup>2</sup> determines that it cannot easily resolve a support incident via telephone or email, and needs to use remote access or an on-site visit, you will be billed at our standard hourly billing rates, as specified in Appendix B. On-site services will be billed for the time spent at your location. Billings for on-site and remote access services will be billed based on 30 minute blocks of time. mc<sup>2</sup> will make its best effort to resolve a problem, however if we cannot resolve the problem, the time we spend attempting to resolve the problem will be billed at our standard hourly rate. Incidents that are a result of a confirmed product flaw in an mc<sup>2</sup> application will not be billed.

3. Hardware support services are offered on the same terms and conditions as software services. All warranty related services are the responsibility of the hardware manufacturer or service provider.

4. mc<sup>2</sup> will respond to your telephone call for technical assistance within 4 normal business hours (9am to 5pm Eastern Time, or 9am to 5pm in client's time zone with a Premium Support Contract) and will make our best effort to respond on the same day. Response time is measured from the time mc<sup>2</sup> received the call at the main support telephone number, to the time a call was returned, not including weekends, company holidays or events (as published on our web site), and does not include time needed to attempt to resolve a problem. Calls received outside of normal business hours will be considered received at 9am of the following business day. Inability to contact a customer because the customer is unavailable (busy phone, no answer, in a meeting, out of the office, etc.) does not constitute failure to respond. Failure to respond within 4 hours does not void this agreement.

5. mc<sup>2</sup> reserves the right to withdraw or change this support policy at any time. If the client does not accept the changes, they will be refunded the balance (prorated by month) of the agreement based on the expiration date.

#### LIMITATIONS OF LIABILITY

6. In no event will mc<sup>2</sup> or any agent of mc<sup>2</sup> be held liable for indirect, incidental, special or consequential damages, such as, but not limited to, **loss of anticipated profits, benefits, interruption or loss of business information as a result of the use of our services, or inability to use our services.** mc<sup>2</sup>'s liability to the client for actual damages for any cause whatsoever, and regardless of the form of the action (whether in contract, tort, product liability or otherwise, including negligence), will be limited to the pro-rata balance of the support agreement.

7. The services provided are offered with the above warranties and in lieu of all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.

Signed and accepted:

\_\_\_\_\_ on \_\_\_\_\_

Appendix A:

Trained individuals:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Appendix B:

Standard Hourly Billing Rate, effective 1/1/2007: \$200.00 per hour.

Appendix C:

Software covered by this agreement:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_