



# Support Agreement

Z-Space Technologies, Inc.  
26933 Westwood Road, Suite 100  
Cleveland, Ohio 44145

Ph. (440) 899-7370  
Fax (440) 899-7897  
<http://www.z-space.com>

A **Support Contract Number** was provided to you via email from your reseller, and begins with a Zq. Please provide this contract number when you request assistance from Z-Space Technologies, Inc. (ZTI).

Please register your contract at <http://www.z-space.com/SupportContract/>

This Service Support Plan Agreement (Agreement) entitles the registered user (you) to the level of support purchased as described below. The support under this Agreement is limited to responding to inquiries regarding ZTI's software as specified below. ZTI makes no claims, guaranties or warranties, express or implied, as to resolving matters dealing with the software or user's hardware, operating systems, other third-party software, or any other devices or software.

## I. STANDARD TERMS AND CONDITIONS:

**Expiration Date** . Covered support hours and Solution Pack Annual Support both expire **one year** from the date of delivery of the support contract via email to your Reseller.

**Available Support Hours:** Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Standard Time.

**Definition of 'Support Time'** . Support Time, as defined for this agreement, includes time expended toward research, review of customer provided information and files, the process of troubleshooting, phone calls, reading and drafting emails, and formulating responses.

- **Support Hours** - You are entitled to receive support time from ZTI, equal to the number of hours purchased. These hours must be used prior to the Expiration Date or they are forfeited..
- **Solution Pack Annual Support** . You are entitled to receive unlimited Support Time from the date of delivery of the contract via email to your Reseller until the Expiration Date, for the specific software products for which the contract was purchased, and to receive any updates to the *standard* Solution Pack software. The updates to the standard Solution Pack software DO NOT include rewriting or incorporating any custom modifications to the standard package.  
**If the standard Solution Pack software was modified to your custom specifications, an additional fee will be required to incorporate those custom modifications into the update.**

## II. COVERED SUPPORT/SERVICES PROVIDED

This contract covers, and ZTI will provide support for, only those purchased software components provided by ZTI.

- Functionality of the ZTI-provided application software and *related* components running on the Server/PC includes (NOTE: Not all software deliveries include all of these components.):
  - ITScriptNet client software
  - ITScriptNet-designed mobile data collection program,
  - PC-custom application
  - ZTI-provided database and related reports
  - ITScriptNet communications utilities
  - Assistance with the interface with or loading of Microsoft's SQL CE.
- **Communication Methods:** Support is provided via phone, fax, FTP posting, e-mail to/from [support@z-space.com](mailto:support@z-space.com), or remote log-in assistance (where your system security allows). We may also refer you to our Knowledge Base, User Guides, web site and other reference materials.
- As part of the review/troubleshooting process, you may be asked to send us files, and/or information in order for to allow us to properly and efficiently diagnose the problem the reported issue(s) and determine a solution or provide a recommendation. Any files, data, or other information provided to ZTI will be kept in the strictest confidence.

## **Software Support Contract**

### **III. SERVICES NOT COVERED**

Services **NOT** covered include, but are not limited to:

- Your network communications;
- Your firewall settings;
- User account/access permissions to folders used by Your system;
- Windows operating system issues;
- Mobile hardware-related issues or other hardware with which the system interfaces;
- Other third-party software;
- Internet connection or other related issues;
- ITScriptNet programs originally developed by ZTI but modified by others without our knowledge;
- Programming time to *develop or modify* a program: program development must be purchased separately; please contact your reseller.
- Installation of a Solution Pack: must be purchased separately; please contact your reseller.
- Outside scope of coverage: If a request is made which falls outside the scope of this Agreement, ZTI will inform you of such, and may possibly extend an estimate of time to address the request. Estimates will be based on the rates at the time of the estimate.

### **IV. LIMITATIONS OF LIABILITY AND WARRANTY**

All Warranties are provided by the respective manufacturers of your system hardware and related software. ZTI disclaims all warranties, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use.

In no event will ZTI be liable to You or any other party for direct, indirect, general, specific, incidental, consequential, exemplary or other damages arising from the use or inability to use support from issues brought to ZTI under the terms of this Agreement, or any act, event or circumstance affecting You, including any cause of action based in contract, tort or strict liability, even if ZTI has been advised of the possibility of such damages. In no event shall ZTI's total liability exceed the amount you paid pursuant to this Agreement.

Because it is impossible for ZTI to know the purposes or uses to which you will apply the information provided to You by ZTI, You assume full responsibility for their installation, use, and the results of that use.

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Ohio.

This Agreement may not be modified except by a written instrument executed by the parties hereto.

### **V. ARBITRATION**

Both parties agree to settle any unresolved differences through binding arbitration.

By registering your contract, you are indicating acceptance of these terms. Upon completion of the registration, your Contract will be available for immediate use.

Thank you for choosing **Z-Space Technologies** as your data collection software specialist.