

## **TECHNICAL SUPPORT AGREEMENT**

This agreement is for the purpose of defining the terms and conditions under which Technical Support will be provided by DigiCapture to the undersigned company or organization for support of DigiCapture surveillance products. By accepting DigiCapture services and support described on the invoice or order confirmation, customer agrees to be bound by and accepts these terms and conditions.

DigiCapture will provide network and technical support for all DigiCapture hardware and software products for a standard pre-paid fee of \$100 per hour (other packages available) for all time involved from the time a technician answers the call. The *minimum* telephone/IT support charge is 10 minutes.

Call back from a DigiCapture technician is within an average of Three (3) hours of request\*\*. All support calls placed to DigiCapture will begin to accrue against the pre-paid support time beginning when a support technician answers the call and will be charged in Ten (10) minute increments.

\*\*Depending on case load, the call back time from GSS may take as long as 1 business day.

The technical support hours are available until used and do not expire.

### **Payment:**

Payment is due in advance of services. Payment for non-contract support services such as NVR and DVR upgrade fee will be paid before services are rendered. Refunds are not issued for unused technical support hours.

### **Unresolved Calls**

Not all calls can be resolved while the technician is on the phone. Some calls require testing and/or assistance from our programming department or the software manufacturer to resolve. DigiCapture will keep the designated contact person updated as to the status of the open call if the problem cannot be resolved while on the phone with the technician. Should the DigiCapture Technician be unable to resolve the problem, DigiCapture will log a call to the manufacturer for support. All open calls will be jointly worked on by DigiCapture and the product manufacturer. Unless an issue is due to a product defect or is a warrantee covered issue, hours will be deducted when troubleshooting over the phone.

### **Networking Practice Limitation**

DigiCapture Surveillance System Tier 2 technical support will try to the best of its ability to program routers purchased from a 3rd party, but does not guarantee the success and the customer may have to get support from that company that provided the equipment.

## LIMITATIONS AND EXCLUSIONS

DISCLAIMER OF WARRANTY: THE SUPPLIER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER.

Technical support is limited to providing assistance and correction of issues related to published product performance, installation, and configuration. DigiCapture Surveillance System may limit, or terminate support service to, or may elect not to renew additional support, if customer uses the services in an irregular, excessive, abusive, or fraudulent manner.

### **Third Party Products**

Third party applications, hardware, or use of DigiCapture Surveillance System products in an environment not meeting the products' minimum system requirements will not be supported.

### **Limitations**

DigiCapture Surveillance System does not accept liability beyond the remedies including any liability for products not being available for use or for lost or corrupted data or software, or the provision of services and support. DigiCapture is not be liable for lost profits, loss of business, or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that for any liability related to the purchase of this service DigiCapture is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of support service under this agreement.

**DISCLAIMER OF ALL WARRANTIES** - DigiCapture MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SUPPORT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE RESULTS TO BE OBTAINED FROM THE SUPPORT OR THE RESULTS OF ANY RECOMMENDATION GSS MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION GSS MAY PROVIDE.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Contact for services:

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_