



Thank you for your interest in our product. Please read the pages below and fill in the blanks with the prices that pertain to the number of users you have. You should have a onetime software acquisition fee and then a recurring monthly fee. Those prices can be found at <http://www.actwebclient.com/>. Once completed please sign and fax back to us at 972-767-3368. Once received we will begin setup and notify you when we are ready to upload your data.

Sincerely,

Chad L. Maisel
RescueTech Certified ACT! Support



RESCUETECH CERTIFIED ACT! SUPPORT

ACT! ONLINE SERVICE CONTRACT

The following terms and conditions will apply to all services provided or to be provided by RescueTech Certified ACT! Support, to the person, corporation, partnership or other entity who requests the provision of such services or for whose benefit such services are to be provided ("*Customer*"), regardless of whether the Service Order for such services was placed in written form or by submission of an on-line form. To the extent that the Services include any installation, upgrade or configuration of Customer's computer system or network or any part thereof, the system or network as installed upgrade or configured by RescueTech is referred to in these terms and conditions as the ("*Resulting System*"). Except as otherwise agreed in a written contract in effect between Customer and RescueTech for the provision of the Services, the following terms and conditions shall apply:

1. Price: The prices for the Services are the prices set forth in the third section of the Service Order.

2. Warranty / Disclaimers:

(a) (i) *RescueTech* shall perform all Services hereunder in a good and workmanlike manner in accordance with industry standards. (ii) *RescueTech* hereby warrants that the provision of the Services shall meet the requirements and perform the operations and functions in accordance with and as set forth in the Service Order. (iii) RESCUETECH'S SOLE AND COMPLETE LIABILITY IN THE EVENT OF ANY CLAIM BY CUSTOMER HEREUNDER SHALL BE TO REMEDY, WITHIN A REASONABLE PERIOD AFTER RECEIPT OF WRITTEN NOTICE OF SAME FROM CUSTOMER, ANY DEFECT OR FAILURE RESULTING FROM A BREACH BY RESCUETECH OF ITS OBLIGATIONS AND WARRANTY UNDER SUB-CLAUSES 2(a)(i) AND (ii) ABOVE.

(b) APART FROM SUB-CLAUSE (a) OF THIS CLAUSE, THERE ARE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS EXPRESS OR IMPLIED (*WHETHER STATUTORY OR OTHERWISE*) GIVEN OR DEEMED TO BE GIVEN BY RESCUETECH RELATING TO THE SERVICES OR TO THE RESULTING SYSTEM OR THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR ANY OTHER CONDITION WHATSOEVER.

(c) ANY CLAIMS AGAINST RESCUETECH UNDER THE WARRANTIES HEREUNDER MUST BE BROUGHT WITHIN SIX MONTHS OF THE DATE THE SERVICE WAS PROVIDED OR THEY SHALL BE DEEMED WAIVED.

(d) IN NO CASE SHALL RESCUETECH BE LIABLE TO CUSTOMER UNDER ANY ORDER, OR IN CONNECTION WITH THE SERVICES, FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (*SUCH AS LOSS OF PROFITS*), EVEN IF RESCUETECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, RESCUETECH DOES NOT WARRANT THAT THE OPERATION OR USE OF THE RESULTING SYSTEM WILL BE ERROR FREE AND UNINTERRUPTED.

(e) ANY STATEMENTS MADE TO CUSTOMER BY RESCUETECH OR CONTAINED HEREIN IN THE COURSE OF PROVIDING YEAR 2000 RELATED FIXES, YEAR 2000 DIAGNOSTIC TOOLS, OR REMEDIATION SERVICES (IF ANY) ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT (112 STAT. 2386). IN CASE OF A DISPUTE, THIS ACT MAY REDUCE CUSTOMER'S LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY THE ORDER.

(f) CUSTOMER'S ONLY RIGHTS AND ITS EXCLUSIVE REMEDY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND ITS RIGHTS ARE UNDER CLAUSE 4. THE CUSTOMER MAY HAVE OTHER OR DIFFERENT RIGHTS UNDER APPLICABLE LAW.

(g) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, WHERE DAMAGES ARE RECOVERABLE ARISING OUT OF THE SERVICE ORDER OR THE SERVICES, WHETHER OR NOT THE CLAIM IS MADE PURSUANT TO THIS AGREEMENT, RESCUETECH'S LIABILITY TO CUSTOMER SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUMS PAID BY CUSTOMER AS THE PRICE UNDER CLAUSE 1 HEREOF.



(h) IN NO CASE SHALL RESCUETECH BE LIABLE TO REMEDY ANY DEFECT OR FAILURE TO THE EXTENT THAT THE SAME ARISE OUT OF MODIFICATIONS, ADDITIONS OR OTHER ALTERATIONS MADE TO THE CUSTOMER'S SYSTEM BY THE CUSTOMER OR BY ANY THIRD PARTY.

3. Payment: Unless otherwise indicated monthly fees shall be payable by credit card, if not paid when due then a finance charge will be due on the unpaid balance at the rate of 1 ½% per month, which is an annual percentage rate of 18% (or if less, the maximum rate permitted by law). This charge will be computed by applying the daily rate of .0493% to the daily past due balance for the number of days past due from the invoice payment date. No finance charge will be incurred if payment is received prior to due date. RescueTech reserves the right to suspend service to Customer there under if Customer is in default in payment of any invoice or if RescueTech has a reasonable basis to believe the Customer is unable to make payment for services delivered. In the event of a default with respect to the payment or any part thereof Customer shall be liable for all of RescueTech's reasonable attorney's fees, including all costs, disbursements and fees incurred in the collection of any amounts due.

4. Force Majeure: RescueTech shall not be liable for its delay or failure in performing there under due to conditions or events beyond its reasonable control, including, without limitation, natural disasters, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations and inability to obtain material, equipment or transportation. If due to any such condition or event, RescueTech is unable to supply the services ordered by Customer and RescueTech's other customers, RescueTech shall have the right to allocate among its customers in such manner as RescueTech deems fair and equitable.

5. Governing Law: The validity, interpretation and performance of the rights and obligations of the Customer and RescueTech are governed by the laws of the State of Texas without regard to its rules concerning conflicts of law. The parties hereto irrevocably consent to suit and submit to the jurisdiction of the courts, federal and state, located in the State of Texas.

6. Entire Agreement: These terms and conditions hereof and the Service Order, together constitute the entire agreement between Customer and RescueTech for the provision of services described herein. No course of dealing between Customer and RescueTech and no usage of trade shall vary any terms and conditions contained herein and in any such contract. No modifications or waiver of the terms and conditions hereof shall be binding upon RescueTech unless approved in writing by RescueTech.

7. RESCUETECH 'S Rights: All of RescueTech's rights there under are separate and cumulative and in addition to any other rights RescueTech may have at law or in equity and no exercise by RescueTech of any right there under shall preclude RescueTech from exercising any other legal or equitable right or remedy available to it.

8. RESCUETECH, reserves the right to amend these terms and conditions from time to time with regard to any Service Orders made after any such amendment.

9. Security, RescueTech's datacenter has 24 hour surveillance with bio metric hand scanners for personnel entry. RescueTech cabinets are behind Cisco routers routed to Sonic Wall VPN firewalls with limited ports open to an encrypted RDP connection. RDP will only allow 3 attempts at login before disconnecting the remote client which will prevent "Brute Force" and Dictionary attacks. VPN access to RDP is also available at an additional cost.

Chad Maisel, GM
RescueTech Certified ACT! Support

Customer



RESCUETECH CERTIFIED ACT! SUPPORT SERVICE ORDER

I. Daily Remote Access to the ACT! Online Server(s) via Internet Explorer

- 1) All maintenance of servers and software will be performed by RescueTech.
- 2) Initial setup will include merging customers existing data into a new ACT! Database.
- 3) Maintain current updates of software which relate to the ACT! Server.
- 4) Provide a minimum of 98% uptime for client to access their ACT! Server.
- 5) Mission critical warnings and errors on server to be scheduled for repair in a timely manner.

II. Backup and Database Administration

- 1) Each week a minimum of 7 backups will be completed that will include all things related to the ACT! Server.
 - a. Services shall include, but may not be limited to:
 - i. Server maintenance – both hardware and software;
 - ii. Network hardware and software support and maintenance;
 - iii. Backup for Workgroup data system maintenance
 - iv. User support;
 - v. Act related support;
 - vi. Internet connection support and maintenance;
 - vii. Web administration, support and maintenance
- 2) Response Time
 - a. For network/server failures:
 - i. Support within one hour.
 - ii. Resolution within three hours.
- 3) Additional Service Rates for special projects:
 - a. \$99.00 per hour

III. Compensation for above work

Customer hereby agrees to pay, in advanced, RescueTech Computer Services the non-refundable sum of \$_____ for software acquisition and setup of said work. Additionally, customer agrees to pay, in advanced, \$_____ (___-User) each and every month for the ACT! Server. **Customer may cancel service at anytime with a 30-day notice.**

Additional fees agreed to by customer are as follows:

RescueTech Certified ACT! Support guarantees the services and rates listed herein for a minimum of one year.

Chad Maisel, GM
RescueTech Certified ACT! Support

Customer



**RESCUETECH CERTIFIED ACT! SUPPORT CREDIT CARD
AUTHORIZATION FORM**

Credit Card #: _____

Credit Card Type: MC VI AMEX

Expiration Date: _____

Name on Credit Card: _____

CC Bill to Address: _____

Amounts: \$_____ one time charge / \$_____ per month

By signing below you agree that RescueTech may bill your credit card for the amounts shown above and the recurring monthly fee shown above.

Customer Signature Date



Client Information Sheet

Company Name: _____

Contact Name: _____

Company Phone Number: _____

Company Address: _____

Contact Email Address: _____