



Technical Support Contract

DataWest Group is committed to bringing our clients exceptional technical support. Please fill out this six-step contract to receive prompt and uninterrupted support from our technicians. We will send you monthly statements so you can keep track of the tech support you have received.

Step 1 - Customer Information

Date: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Web site: _____

Step 2 - List Authorized Callers From Your Company

1. _____ ph/ext: _____ email: _____

2. _____ ph/ext: _____ email: _____

3. _____ ph/ext: _____ email: _____

4. _____ ph/ext: _____ email: _____

5. _____ ph/ext: _____ email: _____

6. _____ ph/ext: _____ email: _____

Step 3 - Choose a Support Plan

- Bronze Plan (10 Blocks)_____ \$500.00 Platinum Plan (100 Blocks)_____ \$4500.00
- Silver Plan (25 Blocks)_____ \$1187.50 Per Incident Call _____ \$200.00*
- Gold Plan (50 Blocks)_____ \$2300.00 *\$200 for the first hour, \$50.00 per 15 minute block thereafter

By choosing one of the support plans above, you must prepay by credit card or check in Step 5. **If you choose Per Incident Call, you must fill out the credit card information at the bottom of the page.** We must receive payment before these Support Plans go into effect. Support Plans do not expire and are nontransferable and nonrefundable.

Technical support hours are from 8:00am - 5:00pm Pacific Time, Monday through Friday.

Step 4 - Choose Method of Renewal

Automatically Send Me an Invoice

DataWest Group will bill you by sending an invoice due upon receipt when the number of support blocks reaches 20% of your support plan. For instance, if you pick the Silver Plan and you have 5 blocks remaining, we will automatically send you an invoice for a new Silver Plan. Please note: if your plan expires and payment for renewal has not been received, support calls will be charged at the Per Incident Call rate (see below).

Automatically Renew My Plan by Credit Card

DataWest Group will automatically charge your credit card to renew your existing plan when your account runs below 10% of your support blocks. For instance, if your company chooses the Gold Plan, we will automatically charge your credit card when your account runs below 5 blocks. **If you choose this plan, you must fill out the Credit Card Information section on the bottom of the page.**

Per Incident Call Support

DataWest Group will issue support to your company on a Per Incident Call basis. Each support call will be charged at \$200.00 for the first hour, or any fraction thereof. If the call lasts longer than an hour, you will be charged an additional \$50.00 per 15-minute block of time. **If you choose this plan, you must fill out the Credit Card Information section below.**

Step 5 - Choose Method of Payment (credit card or check)

Credit Card Information (must fill out below)

- Visa MasterCard American Express Discover

Credit Card Number: _____

Expiration Date: _____ Validation#: _____

Name as it appears in the card: _____

Billing Address for Credit Card: _____

- Company Check** Check #: _____ Amount enclosed _____

Mail check to: DataWest Group
125 Hangar Way. Suite 110
Watsonville, CA 95076

Step 6 - Read and Sign Below

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

DataWest Group's representatives are well trained in the operation of all software supplied and/or supported by DataWest Group, and they will make every reasonable attempt to find answers to your questions and solutions to your problems. However, we cannot guarantee that all defects will be fixed or that all your questions and problems will be resolved. ALL SUPPORT PROGRAM SERVICES OFFERED BY DATAWEST GROUP ARE PROVIDED "AS IS", AND ALL WARRANTIES REGARDING SUCH SERVICES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Because software is inherently complex and may not be free from errors, you are advised to verify the results of any service provided and the work produced by the software program supported. DATAWEST GROUP SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OF OR INABILITY TO USE ANY OR ALL SUPPORT PROGRAM SERVICES OFFERED BY DATAWEST GROUP, OR FROM THE USE OR INABILITY TO USE THE SOFTWARE PROGRAMS SUPPORTED, EVEN IF DATAWEST GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This means DataWest Group is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from use of the software programs or loss of use of the software programs, nor for damages or costs incurred in connection with obtaining substitute support services or substitute software, claims by others, or similar costs.

No employee, agent, or representative of DataWest Group is authorized to make any representation or warranty with respect to DataWest Group's support programs. DataWest Group may limit the duration of calls and determine when its response to an incident is concluded. DataWest Group's support plans do not include service or support for any hardware components of your system or for any software not supplied by DataWest Group, including, but not limited to computers, hard disks, network servers, printers, bar code readers, cash drawers, and any software associated with such hardware devices. DataWest Group reserves the right to modify or terminate support services during your subscription period, and to decline renewal of your subscription at the expiration of any plan period. DataWest Group reserves the right to end your contract and issue a refund of the unused portion, at our discretion and without prior notice.

By subscribing to any support plan offered by DataWest Group, you acknowledge and agree that DataWest Group's support programs allocate risk between you and DataWest Group as authorized by the Uniform Commercial Code and other applicable law, and that pricing of DataWest Group's services and products reflects this allocation of risk and the limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

Some states do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some of the above may not apply to you. DataWest Group's support programs and pricing described herein are subject to change without notice.

Company

Date

Signature of Duly Authorized Officer

Title

Name (Please Print)

Please make sure you have completed all six steps,
including signing, and dating this page.

Mail To:
DataWest Group
125 Hangar Way, Suite 110
Watsonville, CA 95076
E-mail To:
Accounting@datawest.com
Or
Fax To:
831.786.1469