



# Standard Support Agreement

**Z-Space Technologies, Inc.**  
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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).

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 software as specified below. ZTI makes no claims, guaranties or warranties, express or implied, as to resolving matters dealing with the software or user hardware, operating systems, network, security, other third-party software, or any other devices or software.

## I. STANDARD TERMS AND CONDITIONS:

**Expiration Date** . Covered support hours 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 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.

When the remaining amount of unused time falls below one (1) hour we will notify you of such. If You have remaining time 30 days prior to the expiration date of your contract, we will also notify you. At the time of notification, or any other time, You are able to purchase additional support hours at the then current hourly rate.

## 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, and includes (NOTE: Not all software deliveries include all of these components):
  - ITScriptNet client software
  - ITScriptNet-designed mobile data collection program
  - PC-custom application developed by ZTI
  - ZTI-provided database and related reports
  - ITScriptNet communications utilities
- 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 to allow us to properly and efficiently diagnose 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**

### **a. ADDITIONAL SERVICES COVERED**

Though we did not recommend, sell, install or otherwise provide the mobile computers, printers, network infrastructure, PCs, third-party software, etc., or setup Your security, permissions, networks, etc., many times we are able to troubleshoot issues related to these items that affect the performance of our software. In those cases where the software is not the cause of an issue, many times we can still assist with troubleshooting. Time incurred for non-Z-Space software issues will be deducted from the support time purchased. Specific services included in this additional coverage include, but are not limited to:

- Your network communications, including Your firewall settings and Internet connection;
- User account/access permissions to folders used by ZTI or Your system;
- Windows operating system issues;
- PC or Mobile computer related issues or other hardware with which the system interfaces, including communication issues not related to our OMNI Server or other communication utilities;
- Other third-party software;
- ITScriptNet programs originally developed by ZTI but modified by others without our knowledge;
- Training, and Installation or re-installation of software to the PC/Server or device, incl. updates;
- Any other issue not directly involving the proper operation of the software as per the user guide.

Programming time to *develop or modify* a program: program development 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.

It is possible that we will not be able to solve a problem related to your hardware, network, etc. We will immediately inform you of such at that time. Any time incurred during the evaluation of the issue, whether we were able to assist or not, will be charged against the purchased support time.

### **III. 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 and the cost of the products and services purchased for which this agreement covers.

Because it is impossible for ZTI to know the purposes or uses to which you will apply the information provided to You, You assume full responsibility for their installation, use, and the results of that use. ZTI does not warrant that Customer's use of the Covered Software will be uninterrupted or error free. ZTI's warranty and liability shall be limited as set forth in the Software License Agreement found in the User Guide.

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the substantive laws of the United States and the state of Ohio, and any action shall be initiated and maintained in a forum of competent jurisdiction in the state of Ohio.

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

By purchasing this support time, you are indicating acceptance of these terms, and your Support Contract will be available for immediate use.

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