



Priority Client Annual Support Plan Contract - Terms and Conditions

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR SUPPORT PLAN, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THIS CONTRACT IS BETWEEN **COMPANY NAME** AND MICROAIDE, INC.

How and When to Use:

The hours of support exclude the following holidays, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and the day after Thanksgiving and Christmas. MicroAide, Inc. normal business hours are Monday through Friday, 8:30 am to 5:00 pm.

MicroAide is not liable for any failure or delay in performance due to any cause beyond its control.

To initiate a service request under a Support Plan, you must call MicroAide, Inc. at 610-488-7498 or 717-933-4815. When you call, please confirm with a MicroAide technician that you are a Priority Support Plan Client. Once the technician has verified your purchase of a Support Plan, he or she will then render phone support, from which the time will be deducted from the Support Plan hours. If onsite service is required he or she will make the necessary arrangements for onsite service, from which the time and travel (if applicable) will be deducted from the Support Plan hours.

General Terms:

Term: This Agreement begins on the date the Support Plan is accepted. It expires one (1) year thereafter, or until the Support Plan hour limit, whichever comes first.

Transferability: This Agreement is between MicroAide, Inc. and **Company Name** and is non-transferable.

On-Site Support: On-site Service requested under a Support Plan will only be performed at the following pre-determined location(s) **Company Address**

Cancellation: This Agreement begins on the date the Support Plan is accepted. Agreement may be cancelled within ten (10) days of your acceptance of Agreement by sending written notice to

MicroAide, Inc.
P.O. Box 94
Bethel, PA 19507
Attn: Service and Support Department

If this Agreement is cancelled within ten (10) days of your acceptance of said Agreement, a refund will be issued (less the cost of services rendered, if any, made under this Agreement.) The refunded amount will be based on our normal Technical Support rates, including travel and onsite charges, and not the discounted Support Plan Rates. This Agreement cannot be cancelled and is non-refundable after ten (10) days of your acceptance of the Agreement.

MicroAide, Inc. may cancel this Agreement if you fail to make payment of the Total Price for said Support Plan in accordance with the invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If MicroAide cancels this Agreement, a written notice of cancellation will be mailed to the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date notice of cancellation is sent.

Entire Agreement: This Contract is the entire agreement between you and MicroAide with respect to its subject matter and none of MicroAide's employees or agents may orally vary the terms and conditions of this Contract.