



Kristi Smith Consulting Support Contract

Plan Features:	KSC Comprehensive Plan	KSC Classic Plan	KSC Value Plan	KSC Pre-Paid Blocks of Time	Ad-Hoc Hourly Support
ACT! Versions Supported	All	All	All	All	All
Telephone Support	✓	✓	✓	✓	✓
Email Support	✓	✓	✓	Available at \$25 per incident	Available at \$25 per incident
Consulting/Technical time included per month	4 hours	2 hours	1/2 hour		
Guaranteed Response Time	✓ 0-2 hours	✓ 2-4 hours	✓ 4-6 hours		
Database Maintenance	✓ Quarterly	✓ Semi-Annually	✓ Annually	✓	
Database Design Consultation	✓ Annually				
COST:	\$450 per month, PER COMPANY	\$200 per month, PER COMPANY	\$75 per month, PER COMPANY	\$165/hour sold in 2 hour blocks, PER COMPANY	\$175 per hour, in 1/2 hour increments

Scope

"Support" does *not* include on-site support, user training, supplies, and software or travel expenses. Technical support is limited to providing assistance and correction of issues related to published product performance, installation, and configuration. We will respond in the same manner you used to contact us and any applicable fees will apply. The response time guarantees our initial conversation and assessment of the problem. It does not guarantee the issue will be resolved within the allotted time frame. While Kristi Smith Consulting LLC will make every effort to assist clients with support pertaining to their product, the company in no way guarantees that all issues can be successfully resolved.

Availability

Phone and email support is available Monday through Friday, 9:00 am to 4:00 pm Central Standard Time – excluding weekends and observed U.S. Holidays. Depending on the time of your initial call or email, the response time hours may fall into the next business day. Support availability may occasionally vary from stated hours due to downtime for systems maintenance, company events, and circumstances beyond the control of Kristi Smith Consulting LLC.

Payment Terms – Comprehensive, Classic and Value Plans

All service plans have a required 12 month enrollment. We offer two payment options. Pay the listed monthly fee on the 1st of each calendar month or pre-pay for the year in full and receive one month free. At any time, you may upgrade your plan. All support provided beyond the pre-paid hours will be billed separately at the discounted rate of \$150 per hour.

Participants are encouraged to pre-pay for one year. If this option is declined, the client will be invoiced monthly, *in advance* of each service month. Kristi Smith Consulting LLC has no obligation to provide service or support until Kristi Smith

Consulting LLC has received full payment for the Support Agreement(s). Because we value you as a client, if we fail to respond during your contract's response time window, you will receive a check in the amount of one month's service fee.

All support agreements are guaranteed for a minimum of one year. Plans are automatically continued, unless the client has requested cancellation. Sixty days cancellation notice is required by the client to terminate this agreement. Unused time cannot be carried forward on Comprehensive, Classic or Value plans. Kristi Smith Consulting LLC reserves the right to change services and prices upon 30 days written notice.

The client may cancel this support plan within 30 days from the date of sale and receive a full refund, minus support calls made (charged at published pay-as-you-go rates) otherwise this contract is non-refundable. Kristi Smith Consulting LLC reserves the right to cancel the support contract at any time without notice and provide participants with a pro-rated refund for the complete calendar months remaining on the contract. Client must contact Kristi Smith Consulting LLC for return processing and may not cancel this Agreement after thirty (30) days of receipt except as provided by any applicable state or federal law which may not be varied by agreement.

Coverage is non-transferable and is valid for the Client only. Resale or transfer of support plans is strictly prohibited, and will be grounds for termination or non-renewal of support.

Limitations and Restrictions

Kristi Smith Consulting LLC does not accept liability beyond the remedies set forth in this document, 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. Kristi Smith Consulting LLC strongly recommends that Client maintain a complete data backup and disaster recovery plan. Kristi Smith Consulting LLC will 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. Client agrees that for any liability related to the purchase of this service, Kristi Smith Consulting LLC is not liable or responsible for any amount of damages above the aggregate dollar amount paid by client for the purchase of support under this agreement.

Kristi Smith Consulting LLC may limit or terminate support service to, or may elect not to renew additional support if Client uses the service in an irregular, excessive, abusive or fraudulent manner or uses Product(s) with third party software that is determined at Kristi Smith Consulting LLC's sole discretion to be incompatible.

DISCLAIMER OF ALL WARRANTIES

KRISTI SMITH CONSULTING LLC 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 KRISTI SMITH CONSULTING LLC MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS 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 KRISTI SMITH CONSULTING LLC MAY PROVIDE. Kristi Smith Consulting LLC reserves the right to modify its warranty retroactively at any time, at its sole discretion.

Choice of Plan:	Invoice Selection:	
<input type="checkbox"/> KSC Comprehensive	<input type="checkbox"/> Prepay for year \$4950	<input type="checkbox"/> Invoice Monthly \$450
<input type="checkbox"/> KSC Classic	<input type="checkbox"/> Prepay for year \$2200	<input type="checkbox"/> Invoice Monthly \$200
<input type="checkbox"/> KSC Value	<input type="checkbox"/> Prepay for year \$825	<input type="checkbox"/> Invoice Monthly \$75
<input type="checkbox"/> KSC Prepaid hours	<input type="checkbox"/> Number of hours _____ (min 2 hours)	

Acceptance

The signature below indicates acceptance of the details, terms and conditions above.

Name _____ Company _____

Signature _____ Date _____