



# Term and Conditions for Technical Support and Services

Effective February 1, 2010

## **i<sup>3</sup> International Technical Service Description Overview**

The conditions below provide Customers with phone support for quick and easy answers to common questions about i<sup>3</sup> International technical support.

### **Available Services Description of Support:**

- Software Installation and "How to" Support.
- Help install and set-up common i<sup>3</sup> International software applications.
- Help install i<sup>3</sup> selected printers, mice and keyboards; troubleshoot common issues.
- Help installing, upgrading and setting up Windows XP Embedded and XP Professional operating systems purchased with Customer's i<sup>3</sup> International server.
- Help backup customer data from i<sup>3</sup> International server – Removable media (CD/DVD, USB storage device).
- i<sup>3</sup> network card configuration and troubleshooting.

### **i<sup>3</sup> International Technical Support Service DOES NOT Include:**

- Labor and/or parts replacement for Supported Products.
- On-site or At-Home services. (These are separate third party contracts with unique terms and conditions.)
- Support when compatibility of the system to the software is in question or configuration is invalid.
- Third party plug-ins.
- Support for Supported Products located outside of the United States and Canada.
- Support for versions of Supported Products older than the current version (support on older versions is on a commercially reasonable basis).
- Support for freeware or shareware.
- Remote or on-site training services.
- Scripting, programming, database design or web development.
- Recovery of lost data or software.
- Support due to accidental or intentional damage.
- Any activities not expressly described in this Service Description.
- Internet setup and troubleshooting
- Support untested/unsupported hardware not provided by i<sup>3</sup> and installed by end-user or Technician

## **Support Procedures**

### **Receiving Support-**

Customer, or persons authorized by Customer, should call 1-877-877-7241 to receive support. An i<sup>3</sup> International technician will ask for Customer's order number, relevant hardware and software brands, and model or version/serial numbers. To receive Services, Customer must confirm that Customer (a) has full access to the hardware and/or software that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Supported Product. i<sup>3</sup> Technical ONLY support dealers and end-users and products that are under warranty. A service fee applies if the product is not under warranty by i<sup>3</sup> International.

### **Service Availability -**

i<sup>3</sup> International will use commercially reasonable efforts to keep support available 8:30 AM to 8:00 PM EST from Monday to Friday and 1 hours after on Saturday and Sunday (9AM – 6PM EST). No service is available during Canada's statutory holidays.



# Term and Conditions for Technical Support and Services

Effective February 1, 2010

## **Serial Number -**

Customer must maintain the confidentiality of the serial number of the product in connection with these Services. i<sup>3</sup> International is not responsible for unauthorized use of a Customer's serial number.

## **Copying of Files -**

i<sup>3</sup> International is not permitted by law to copy pirated or copyrighted materials. Customer acknowledges that Customer owns the copyright or has a license to make copies to all of the files on their system and that Customer does not have any files on their system which would cause i<sup>3</sup> International to be liable for copyright infringement if those files were copied by i<sup>3</sup> International as part of the Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. Customer accepts responsibility for, and agrees to indemnify and hold i<sup>3</sup> International harmless from, any and all liability, damages, claims or proceedings arising out of Customer's failure to remove any such files from their system prior to calling i<sup>3</sup> International for Services.

## **Third Party Warranty**

Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information.

## **Commercially Reasonable Limits to Scope of Service -**

In the course of providing the Services, i<sup>3</sup> International may determine that the issue is beyond the scope of the Services. i<sup>3</sup> International may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, i<sup>3</sup> International will not transfer Customer directly to an alternate resource. Customer acknowledges that i<sup>3</sup> International may not be able to solve Customer's particular problem.

## **Cancellation -**

If it is a paid service, i<sup>3</sup> International, at its discretion, may terminate Services with 30 days notice to Customer, in which case, Customer will be entitled to a refund subject to the terms and conditions of this agreement. i<sup>3</sup> International reserves the right to immediately suspend or terminate Services if i<sup>3</sup> International, in its sole discretion, determines that Services are being misused and/or Customer has not complied with the terms and conditions of this agreement.

## **Not Transferable -**

The Services are not transferable. Customer may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer.