

Per-Incident Support Agreement



iFAX Solutions, Inc. (iFAX Solutions) provides industry-leading service and support for HylaFAX™ software. Each type of support agreement is designed to provide the expertise that customers require to support their business-critical enterprise fax system(s). This limited Per-Incident Support Agreement is subject to the following terms and conditions:

- 1) Per-Incident Support is offered via credit card authorization only and is available Monday through Friday from 8:30 a.m. to 6:30 p.m. EST (herein referred to as "normal business hours"). If weekend support is required, prior authorization must be coordinated through Customer Service during normal business hours, and all charges will be applied at 1½ times the regular hourly rate.
- 2) An incident or problem is one user-defined problem seeking resolution. The single incident must be related to the original intent and design of the software, and does not include subsequent problems that are caused by or related to the original problem.
- 3) Per-Incident Support is offered to non-contracted HylaFAX™ Enterprise Edition customers independent of software revision, and non-contracted HylaFAX™ Open Source Edition customers running release 4.1 or higher.
- 4) Per-Incident Support will be conducted with only one customer contact, to be designated below.
- 5) Per-Incident tickets that identify the need for a previous or current maintenance release will be closed upon this determination. Software maintenance releases will not be provided under the Per-Incident support option. In order to obtain the current maintenance release of HylaFAX™ Enterprise Edition, a non-contracted customer must purchase an annual support contract. The Open Source Edition can be downloaded from www.hylafax.org.
- 6) iFAX Solutions reserves the right to charge for any additional technical support time required to research, investigate, or escalate issues to Engineering which are outside the scope of Technical Support. Issues which may fall outside the scope of Technical Support are user-supplied interfacing, API integrations, database conversions, customizations, and issues not typically supported by iFAX Solutions.
- 7) Per-Incident charges, and any portion thereof, are non-refundable. Up to \$200 of these charges can be applied to the purchase price of an annual support agreement (with the exception of Basic 1) within 30 days following closure of the first incident only. If the upgrade to an annual support agreement is not made within 30 days of closure of the first incident only, this option is forfeited.
- 8) A Per-Incident ticket is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, reasonable effort has been made to restore operation to the original intent and design of the software, and the customer is in agreement with the resolution. iFAX Solutions does not warrant that software is error-free, and purchase of support does not guarantee problem resolution.
- 9) Limitation of Liability: iFAX Solutions' liability hereunder shall be limited to the amount paid by the Customer for this single incident. In no event shall iFAX Solutions be liable for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect and consequential damages of any kind, resulting from its performance pursuant this incident, including without limitation any interruptions of business, even if iFAX Solutions has been advised of the possibility of such damages.
- 10) iFAX Solutions, Inc. is not responsible for the method of use of the HylaFAX software by the End-User (Customer) and iFAX Solutions, Inc. is not responsible for the content of any facsimile transmission(s) produced by the End-User (Customer) utilizing the HylaFAX Software.

It is expressly acknowledged that the end-user (Customer) of the HylaFAX software is solely responsible for compliance with any international, federal, state or local law, statute, regulation, ordinance or rule (Regulations) governing or concerning the transmission of facsimiles, electronic transmissions, telephone calls or voice messages. End-user (Customer) shall indemnify iFAX Solutions, Inc. for any costs, claims, and damages, including reasonable counsel fees, that iFAX Solutions, Inc. incurs as a result of the failure of end-users (Customer) to comply with any Regulations described in this paragraph.
- 11) Purchase of Per-Incident support constitutes acceptance of the terms and conditions herein effective from the date of order. **Possession of this document alone does not constitute an agreement to provide support.** Upon processing this request, the purchaser will be sent confirmation of support and assigned an ID number for the incident.

My signature below indicates acceptance of this offering and authorizes iFAX Solutions to charge the credit card listed at the stated Per-Incident Rate for up to and including the maximum authorized hours.

Per-Incident Rate: \$150.00 per hour

End-User/Customer Name: _____ Credit Card (circle one): Visa MasterCard Amex

Billing Address: _____ Credit Card #: _____

Expiration Date (month/year): _____

Security Code (Amex only): _____
security codes are the 4 digits located to the upper right of the card #

Contact Name: _____

Phone # (w/ area code): _____ Cardholder Name: _____

Signature: _____ Cardholder Title: _____

Title _____ Cardholder Signature: _____

Date: _____ Maximum Authorized Hours: _____

This completed form can be faxed to 215.243.8335 or emailed to sales@ifax.com