



## **Incidental Technical Support (ITS)** *Service Agreement*

This agreement covers technical services rendered by Zerowait technical staff that go beyond the scope of the customer's Zerowait Parts Assurance (ZPA) or SimplSupport Policy. Your ZPA/SimplSupport Policy provides 24 X 7 paging/reporting and hardware replacement services for malfunctioning hardware. Because ZPA and SimplSupport Policies are typically written to support stable systems, we neither bill for, nor include, ITS services in those policies. This allows us to offer the maximum value to our typical customer.

Your ZPA/SimplSupport Policy does not cover configuration assistance, data migration assistance, non-hardware related troubleshooting on your NetApp or SimplStor systems or their environment, or scheduled maintenance. For these types of services Customer agrees to pay Zerowait at the hourly rate set forth below. If the client requests engineering onsite, all travel expense is extra and charged to the customer's account without markup. The following additional terms apply:

1. The standard rate for ITS is \$175/Hour. As a ZPA/SimplSupport Policy holder you receive a discounted rate of \$157.50/Hour. We offer an additional discount for ITS time purchased in prepaid 5- or 10-hour blocks, \$140/Hour. Service hours are valid for 12 months from purchase.
2. ITS services require either a Purchase Order against which an invoice will be created after each incident, with NET 15 day terms, or a credit card number, which will be charged immediately following services.
3. There is a one-half hour minimum charge for each call that requires engineering support.
4. During normal business hours, for urgent issues, an engineer is reachable by phone at our office
5. (888.811.0808) or by email to support@Zerowait.com. If it is not urgent, please use engineering@Zerowait.com or the phone instead.
6. After hours, for emergencies or pre-scheduled work only, customers can call us at 888.850.0808.
7. Except in special circumstances, non-emergency work must be scheduled with Zerowait Engineering with at least 72 hours advanced notice. We will attempt to assist with non-emergency work called into the emergency pager without notice, but we do not guarantee engineer availability under those circumstances.
8. Emergencies are defined as a system not serving data, with the following caveat: Emergencies are not defined as outages caused by changes made to a working systems's configuration or environment by a customer without notifying Zerowait in advance that such changes are scheduled.
9. If a customer requires software installation or updates, customer is responsible for providing access to any required software download sites and license codes, and customer assumes all responsibility for any technical support provided on equipment covered by product licensing or ownership agreements they may have with manufacturers.
10. Onsite service requires pre-scheduling with Zerowait Engineering.
11. Zerowait requires free access to the site for the duration of any on-site activities. Delays caused by the Customer may incur additional charges at the hourly rate in this agreement.
12. This agreement will terminate automatically one year from the date of signature below. Either party can end this agreement with 30 days written notification to the other party for any reason. If the agreement is terminated, all amounts due to Zerowait shall still be due and payable.
13. If requested, a short Engineering report will follow each supported case and will be sent to the customer for his or her records along with the invoice or receipt for services rendered.

**Limitation of Liabilities** – In no event shall either party of this contract be responsible to the other party or any third party for claims of corrupted data, lost data, lost business, lost profits, or any financial loss. All entities bound by this agreement to hold harmless the other party for incidental, consequential, indirect, and special or punitive damages of any kind.

**Limitation of Liabilities for Consequential damages** - Notwithstanding any other provision of these terms and conditions, Zerowait's maximum liability for damages hereunder shall not exceed the fees for support services purchased during the six (6) month prior to the time the claim arose.

By signing below, the customer agrees to these conditions.

**To obtain services, please complete this form and fax to 302.994.4302.**

COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ST/ZIP \_\_\_\_\_

TEL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

P.O.NUMBER: \_\_\_\_\_

CREDIT CARD TYPE (circle): AX VS MC

CC NUMBER: \_\_\_\_\_

EXP DATE: \_\_\_\_\_

NAME on CARD: \_\_\_\_\_

CVV: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_  
Date