



Terms and Conditions: Premium Support Contracts

Contract options:

	Name	Hours	Term	Contact	Cost (US\$)	Acknowledge Request	Resolve or Escalate
<input type="checkbox"/>	Single	2	90 days	Email	\$295	1 day	3 days
<input type="checkbox"/>	Bronze	10	90 days	Email/Phone	\$1,295	1 day	3 days
<input type="checkbox"/>	Silver	30	6 months	Email/Phone	\$3,995	1 day	2 days
<input type="checkbox"/>	Gold	80	1 year	Email/Phone	\$9,995	1 day	1 day
<input type="checkbox"/>	Custom			Email/Phone			

Contract Term The support contract is valid for the term selected at time of purchase. The term runs from the purchase date for the time specified. Any incidents unused after this time are non-refundable.

Contact Type defines the method of communication between the client and Device Solutions. Email contact will be through: premiumsupport@DeviceSolutions.net. Phone contact can be made during standard business hours for Auckland, New Zealand on +64 9 570 4048.

Acknowledge Request Device Solutions will acknowledge request for support within the time specified for the contract. Time is specified as standard business days in Auckland, New Zealand.

Respond or Escalate Device Solutions will resolve the support call or escalate it to the engineering team within the time specified for the contract. Time is specified as standard business days in Auckland, New Zealand.

Payment To initiate a support contract, Device Solutions requires payment for 100% of the support package. Payment can be made using credit card or bank transfer.

Reporting Device Solutions will report the status of the contract on a per-request basis. We will document the tasks that were performed under this contract and the remaining balance of support available.

Microsoft Code Device Solutions does not modify Microsoft code. Issues requiring changes to Microsoft common code will be reported to the client. The client can then choose to follow up with Microsoft, or have Device Solutions pursue this utilising time available under this agreement.

Termination The payment for the support contract is final. The contract cannot be cancelled for refund of the unused support. Any hours remaining after the beginning of the contract will be forfeited.

Intellectual Property Ownership Any work done specifically for the Client under this contract will remain the property of Device Solutions. No source code will be delivered to the Client unless work is done to code originally provided by the Client.

Confidentiality Device Solutions will hold confidential Client's product information as defined by the Client's confidentiality agreement. Device Solutions does not consider the existence of the Client relationship in and

of itself to be confidential unless otherwise instructed by the Client. If the Client does consider its relationship with Device Solutions confidential, and so notifies Device Solutions in writing, Device Solutions will only disclose such information with prior approval of the Client.

Project Disclosure Device Solutions wishes to present the results of its work for Client to the public as an example of our value to the marketplace. Device Solutions will prepare such marketing materials for review by Client and only release such materials with Client approval.

Indemnification Client agrees to indemnify and hold harmless Device Solutions from any costs, damages, or losses as a result of any claim arising out of services performed or materials provided by Device Solutions in connection with this project.

Employee Solicitation Client recognizes that Device Solutions has a substantial investment in its people. Client agrees that it will not solicit or accept services from Device Solutions employees outside the scope of this proposal for a period commencing on this proposal's date and ending one year after the date of the final invoice related to the work completed. The Client agrees that, should this condition be violated, it will immediately pay Device Solutions, as liquidated damages, an amount equal to one times the individual's total annual compensation current at the time the individual left their position at Device Solutions.

Governing Law The laws of New Zealand shall govern this Agreement.

Assignability Except as otherwise provided in this Agreement, Device Solutions may not sell, assign or delegate any rights or obligations under this Agreement.

Entire Agreement This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

Headings Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

Attorneys' Fees In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

Severability If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

Authorization

Thank you for engaging Device Solutions to support your project. Payment for this contract indicates your acceptance of the terms contained in this document.

Device Solutions Ltd