



Business Partner



jim-barry behar, inc. d/b/a | **Relentless Computer Solutions**  
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# Support Agreement

Company Name:														
Address:														
City, State, Zip:														
Contact Name:														
Phone/Fax:														
eMAIL Address:														
Credit Card Type:	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	Issuing Bank:				Security Digits from back of card Required!							
Name on Card:			Billing Address:				Zip Code Required!							
Credit Card Number:														
Expiration Date:				/			Signature:		<b>X</b>					
Hourly Rates Disclosure:		<ul style="list-style-type: none"> <li>● Pay as you Go (Standard Rate) – all activities except programming or senior technicians, \$160/hourly</li> <li>● Prepaid Block Time (Discounted) – 5 hours: (\$150/hourly), 10 hours: (\$145/hourly), 20 or more hours (\$135/hourly)</li> <li>● All Custom Programming (\$160). ● Senior Technician (\$175).</li> </ul>												

Support services are available Monday through Friday, from 9:00 AM until 6:00 PM, and are scheduled on a first-come, first-served basis, with priority given to "entire-system down" critical calls. Supported operating platforms include Microsoft Windows® XP Professional, Windows 7, and Windows Server 2003 and 2008, Mac OS-X 10.5 and above. All CounterPoint 8.3.8 and later versions are supported. *Important note: Computers operating on Windows 95/98/NT/2000/Vista or any Home Editions of Windows are only supported at 2x published rates. CounterPoint v7 (7.5.16 and earlier) and CounterPoint SQL versions (8.3.8 and earlier) are also supported, but at 2x published rates; regular rates still apply if fees are related to upgrading to a supported version.* New installations are not eligible for discounted prepaid block time until 2 weeks after the "go-live" date of a new system, and are subject to standard rates as shown above.

**Time and Materials (T&M)** - Telephone and on-site support for stand alone, multi-user, or networked installations are billed at our **standard rate as disclosed above for all activities. All time spent is billable – no exceptions.** Our billing charges begin from the time the technician arrives on-site (or logs onto a system remotely) plus a minimum trip charge of \$25 for all customers. If one-way travel exceeds 20 miles from our offices, the trip charge will be based upon actual travel time charged at the prevailing rate, one-way, portal to portal. Trip charges do not include Parking and Tolls, which will be added to your invoice. Time billing begins upon arrival, whether or not you and/or your staff are available at that time, and for remote or phone support calls, at the beginning of the call. Travel expenses including but not limited to parking, tolls, fuel (outside Miami-Dade and Broward), are not included and will be billed. Our minimum charge for on-site services is one hour, not including the travel time charge, and we charge 15-minute increments thereafter. The minimum charge for telephone or remote support is 15 minutes. Parts used in the process of completing the service call are chargeable. **If multiple technicians are on-site at any given time, each technician's time is chargeable.** Permanent, 24-hour remote access to client systems via Remote Desktop, VNC, Terminal Services, or Citrix, or any of our remote support tools is required for remote support. **Non-Critical (everything other than total system down) work performed outside our standard support hours of 9:00 AM to 6:00 PM, Monday through Friday, excluding major holidays will be billed at 2x published rates;** please keep this in mind when scheduling work with our staff. At our discretion, if we choose to work after hours, you will not be billed at 2x published rates.

**Terms of Payment for Support Services - All of our invoices are due upon receipt.** Payment is due at the time services are rendered. Please do not call to schedule work if you are not prepared to pay for the work immediately upon completion or if you don't have time in your prepaid support hour bank. We must have a credit card on file for all customers or if a credit card is not available, a prepaid account is required or you can setup a PayPal account and pay for services via PayPal. All invoices are due upon receipt and are considered past due 7 days after issuance. Any invoices unpaid after 7 days will automatically be charged to the credit card on file and we will not call prior to charging your card. We will notify you via email of any charges on your card, and if your card is declined, we will contact you to give us a different card. **Any prior outstanding balances must be settled in full before a technician will return a call or go on-site.** If you have an outstanding balance and you need support, contact us to make payment so that we can expedite your service request. **No work will be performed regardless of the severity of any issue if there is an outstanding balance on your account.**

Please sign below indicating that:

- You have read, and hereby agree to the terms and conditions of this pre-paid support agreement
- You agree to the terms set forth by the merchant agreement in effect for the credit card shown above (if applicable)
- You understand that you are explicitly waiving any and all rights to dispute any credit card charge for services rendered and/or parts delivered/used
- You understand that there are absolutely no returns accepted and no refunds given
- You acknowledge that terms and conditions stated in our standard Terms and Conditions Agreement apply to any/all invoice(s) for your account
- While a technician is working on your problem, regardless of the nature of the problem, all time spent from the time of arrival to departure is chargeable
- Title to all parts used to complete the requested services is to remain the property of Jim-Barry Behar, Inc. ("JBB"), until payment is received in full
- In the event that any action is filed concerning this agreement, and if JBB is successful, then the Customer shall be liable for all costs of collection, including reasonable attorneys' fees, whether at the trial or appellate level, and customer agrees that venue shall be in Miami-Dade County, Florida
- In the event that payment is not made within the terms of this invoice, a service charge of 1.5% per month shall accrue on the unpaid balance. Customer understands and agrees that any service charge is reasonable in light of the anticipated or actual harm, the difficulties of proof of loss, and the inconvenience of otherwise obtaining adequate remedy arising from a default in payment
- Checks or credit card charges returned for any reason are subject to a minimum \$50.00 handling charge and/or a 3% penalty
- Prepaid time purchased expires one (1) year from the date of purchase

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_