



Support Agreement

Company Name:	
Address:	
City, State, Zip:	
Contact Name:	
Phone/Fax:	
Email Address:	
Billing Rate Disclosure:	<ul style="list-style-type: none"> ● Standard/Pay as you Go Rate only with Credit Card on file \$170/hourly. ● Discount from standard rate Prepayment: \$800 or more \$10/hour off \$1500 or more, \$15/hour off \$3000 or more, \$25/hour off ● Non-Discountable: All Custom Programming and Project Management: \$175/hourly ● Non-Discountable: Senior Techs \$225/hourly ● Non-Discountable: After Hours Rates: pay \$250/hourly for any/all after hours work, with a minimum prepayment of one hour to be charged prior to any assistance Managed Customers will be billed at standard weekday rates for any/all after hours work and support

Support services are available Monday through Friday, from 9 AM until 6 PM, excluding major holidays, and are scheduled on a first-come, first-served basis, with priority given to “entire system down” critical calls, then Managed Service customers, and lastly, impromptu/unscheduled support. Supported operating platforms include Professional Editions of Windows 10, and Windows Server 2016 and above. All NCR Counterpoint 8.4.6 and later versions are supported. **Important note:** Computers operating on Windows 95/98/NT/2000/2003/XP/8/8.1/Vista/2008 or any Home Editions of Windows are supported at 2x published rates. **NCR Counterpoint V7 NCR CounterPoint versions (8.4.5 and earlier)** are also supported to the degree possible, but at 2x published rates; regular rates still apply if fees are related to upgrading to a supported version. Any/all vendor fees incurred for old versions will be passed through to the end user.

Time and Materials (T&M) - Telephone and on-site support for stand alone, multi-user, or networked installations are billed at **standard rate as disclosed above for all activities. All time spent is billable – no exceptions.** Billing charges begin from the time the technician arrives on-site (or logs onto system remotely) plus a minimum trip charge of \$25. If one-way travel exceeds 20 miles from the Relentless Solutions office, the trip charge will be based upon actual travel time charged at the prevailing rate, one-way, door to door. Trip charges do not include parking and tolls. These will be added to the invoice. Time billing begins upon arrival, whether or not client staff is available at that time and for remote or phone support calls, at the beginning of the session. Travel expenses including but not limited to parking, tolls, fuel (outside Miami-Dade and Broward), are not included and will be billed separately. The minimum charge for on-site services is one hour, not including the trip charge, and 6-minute increments thereafter. The minimum charge for telephone or remote support is 6 minutes. Parts used in the process of completing the service call are chargeable. **If multiple technicians are on-site at any given time, every technician's individual time is chargeable.** Permanent, 24-hour remote access to client systems via Remote Desktop, Terminal Services, or Citrix, or any of our remote support tools is required for remote support. Please keep our office schedule shown above in mind when scheduling or requesting work. At our sole discretion, if we elect to work after hours, you will be billed at standard rates.

Terms of Payment for Support Services - Payment is due at the time services are rendered. Please be prepared to pay for the work immediately upon completion if there are no prepaid services dollars available in your account. A credit card or bank account must be on file for all customers. 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.**

Liquidated Damages for Hiring Employees, Agents or Subcontractors - Client agrees not to solicit, hire, employ, retain, or contract with any employee, agent, or subcontractor of Relentless Solutions Inc. (hereinafter “RSI”) without first receiving RSI’s written consent. If during the term of this Agreement or for twelve (12) months thereafter, Client, its successors and/or assignees, directly or indirectly retains the services (whether as an employee, independent contractor, or otherwise) of any employee, agent, or subcontractor of RSI (or former employee, agent, or subcontractor within twelve (12) months of the employee, agent, or subcontractor’s termination with or without cause from RSI), Client agrees that RSI will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such RSI employee, agent, or subcontractor hired by Client, Client will pay RSI Twenty-Five Thousand (\$25,000) as liquidated damages.

Please sign below your acceptance of this agreement and its terms:

- I have read and hereby agree to the terms and conditions of this pre-paid support agreement
- I agree to the terms set forth by the merchant agreement in effect for the credit card shown above (if applicable)
- I understand that I am explicitly waiving any and all rights to dispute any credit card charge for services rendered and/or parts delivered/used
- I understand that there are absolutely no returns accepted and no refunds given
- I acknowledge that terms and conditions stated in our standard Terms and Conditions Agreement apply to any/all invoice(s) for my RSI account
- While a technician is working on a 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 Relentless Solutions, Inc. (“RSI”), until payment is received in full
- In the event that any action is filed concerning this agreement, and if RSI 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: _____