

# Quartz Imaging Corporation Per-Incident Support Agreement

Quartz Imaging Corporation provides per-incident support for users (the "Customer") of our PCI products who are not enrolled and current in our ASAP or ESAP subscription programs.

Support is offered for the current version of the software in question, as well as up to 2 previous versions of the software.

#### 1. Service Description:

• Quartz Imaging Corporation (the "Provider") agrees to provide technical support services to the Customer on a per-incident basis.

#### 2. Incident Definition:

 An Incident is defined as a single technical issue or question related to the software product. The single issue 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. Scope of Services:

- Technical support will be provided via phone, email, or remote assistance as necessary to diagnose and resolve software-related issues.
- Billable time may also be incurred for additional activities required to resolve the Incident, such as research and setting up mock customer environments.
- If the root cause is identified and cannot be resolved through the regular support channels, due to various factors (e.g., large scope of work, increased level of technical difficulty, etc.), Quartz Imaging Corporation will submit to the Customer a quotation for the scope of work involved and the Incident will be considered closed.
- If resolution of the Incident requires an upgrade to the current version of the software, then that upgrade will need to be purchased separately, at the Customer's option.
- An Incident will be deemed closed when a remedy, a workaround or a recommendation to upgrade to the current version has been offered and/or reasonable effort has been made to restore operation to the original intent and design of the software. Pursuant to our Software License Agreement, Quartz Imaging does not warrant that the software is error-free and purchase of support does not guarantee a resolution.

#### 4. Service Hours:

• Support will be available Monday through Friday from 9 am to 5 pm Pacific time excluding statutory holidays.

#### 5. Customer Responsibilities:

- The Customer agrees to provide necessary information and access to facilitate diagnosis and resolution of the Incident.
- The Customer will adhere to reasonable guidelines and procedures provided by the Provider to facilitate support services.

#### 6. Fees and Payment:

- Per-Incident support is offered via credit card authorization only.
- The Customer may specify a Maximum Authorized Hours, and the credit card will be authorized up to that amount.
- The Customer agrees to pay a per-incident fee for each support request as laid out below:

US\$ 450 for the first 2 person-hours, or any portion thereof.

US\$ 200 per subsequent person-hour, or any portion thereof, until the Incident is resolved, the Maximum Authorized Hours are reached, or the Incident is otherwise closed.

• Fees are due and payable upon the initiation of each support Incident using the fields provided below.

#### 7. Limitation of Liability:

• The Provider's liability is limited to the fees paid by the Customer for the Incident in question. In no event shall Quartz Imaging Corporation be held liable for any loss of or damages to revenues, profits or goodwill or other special incidental, indirect and consequential damages of any kind, resulting from its performance pursuant to this Incident, including without limitation any interruptions of business, even if Quartz Imaging Corporation has been advised of such damages.

#### 8. Governing Law:

• This agreement shall be governed by and is to be interpreted and construed in accordance with the laws of British Columbia, Canada.

#### 9. Signatures:

 By signing below, the parties acknowledge their understanding and agreement to the terms outlined herein.



## Payment form:

### Fees outline:

US\$ 450 for the first 2 person-hours, or any portion thereof.

US\$ 200 per subsequent person-hour, or any portion thereof, until the Incident is resolved, the Maximum Authorized Hours are reached, or the Incident is otherwise closed.

### My signature below indicates acceptance of the terms and offering and authorizes Quartz Imaging Corporation to charge the credit card listed at the stated per-incident rate for up to and including the maximum authorized hours

Credit Card Information:	Credit Card (Select one):
Name on card:	Visa MasterCard AMEX
Billing Address:	Card Number:
	Expiration Date (mm/yy): CVV (3-digit code on the back of card):
Contact Name:	Maximum hours authorized*:
Contact Phone number: Contact email address:	*A hold will be placed on the card for the
	maximum authorized amount
	Please complete this form and email it to: support2@quartzimaging.com
Authorization and Cardholder's signature:	Quartz Representative Signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_