



Dear Customer:

**Welcome**, we are pleased that you are considering IImage Retrieval, Inc. (IIRI) as your scanner service provider. Our support staff will provide you with the best service and prompt response that you deserve. We will make the extra effort in assuring that your questions are answered in a timely manner and with the utmost professionalism. Our staff is provided with all the tools and resources to help answer any question and solve any issue that might arise. It is our sincere hope that we can provide you with technical services in the future and be a part in your continued growth.

Best wishes,

**IImage Retrieval, Inc.  
Customer Support**

Attached is a list of IIRI Holidays through the year 2011. Be ensured that we will make every effort to return a customer support call even on company holidays. We realize that our business depends on your success.

Holiday	Date
New Year's Eve	December 31 <sup>st</sup> , 2010
President's Day	February 21 <sup>st</sup> , 2011
Good Friday	April 22 <sup>nd</sup> , 2011
Memorial Day	May 30 <sup>th</sup> , 2011
Independence Day	July 4 <sup>th</sup> , 2011
Labor Day	September 5 <sup>th</sup> , 2011
Thanksgiving Day	November 24 <sup>th</sup> & 25 <sup>th</sup> 2011
Christmas	December 23 <sup>rd</sup> thru 31 <sup>st</sup> 2011

# IIRI CUSTOMER SUPPORT

## SCANNER TECHNICAL SUPPORT AGREEMENT

### General

Customer:			Contract Term : to	
Address:			Agreement	Plan Purchased:
City:	State:	Zip:	Period: <input type="checkbox"/> 12 Months <input type="checkbox"/> 2 Years <input type="checkbox"/> Other	
Name & Phone			Note: Installed	

### Listed Equipment

Warranty Conversion	Description	Serial Number(s)
<input type="checkbox"/>		

### Listed Software

Description	Serial Number(s)

### Technical Agreement Cost

Total TSA Price	
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In this contract, the word "IIRI" shall hereafter refer to IImage Retrieval Inc whose principle office is at 3620 North Josey Lane #103, Carrollton TX 75007. This agreement covers the terms and conditions whereby IIRI agrees to provide to the customer technical support as described in the purchased plan. The word "TSA" shall hereafter refer to the Technical Support Agreement.

## 1.0 Terms and Agreements

- 1.1.1 This Agreement shall be effective when an Authorized Customer Representative signs it and IIRI has received the payment.
- 1.1.2 DIR Contract No. DIR-SDD-1663 and this Agreement shall constitute the entire Agreement between the Customer and IIRI with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in the Customer's purchase order, or any other document processed by IIRI. DIR Contract No. DIR-SDD-1663 and this Agreement supersede all other understandings, whether written or oral, and may be modified only in writing by Addendum.
- 1.1.3 The length of this Agreement is as specified above in the 'Period' Box on Page One, unless otherwise stated in an attached Addendum.
- 1.1.4 Assignment shall be in accordance with Section 4D of Appendix A, DIR Contract No. DIR-SDD-1663.
- 1.1.5 This Agreement is made in Travis County, Texas, and shall be governed in accordance with Texas law. Dispute Resolution shall be in accordance with Section 10A of Appendix A, DIR Contract No. DIR-SDD-1663. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- 1.1.6 If either party fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days, the other party shall have the right to terminate this Agreement. Termination will be effective thirty (30) days after said written notice at which time the Customer is eligible for a pro rata refund. The amount refunded is calculated per annual installment. Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1663.
- 1.1.7 If the Customer chooses a two (2) year agreement period, the contract will automatically renew annually, unless a written cancellation notice is received by IIRI within 30 days of renew period.
- 1.1.8 The billing cycle on a multi-year contracts are done in annually installments unless otherwise stated in an addendum.
- 1.1.9 All modification to this Agreement must be stated in writing as an Addendum to be agreed upon by both parties.

## 2.0 Services Provided

### 2.1 Coverage

- 2.1.1 **Four (4) Hours** telephonic response and Online support for **any hardware and software** issue.
- 2.1.2 **Unlimited** access to *VirtualTech* coverage for faster problem resolution.
- 2.1.3 Coverage time is Monday – Friday, 9AM to 6PM CST, excluding Holidays.
- 2.1.4 **No scheduled on-site** service call(s) on Warranty Conversion Units as stipulated under the above TSA Equipment Section.
- 2.1.5 **No scheduled on-site** service call(s) on units which are NOT considered Warranty Conversion as stipulated under the above TSA Equipment Section.
- 2.1.6 **No Time and Materials cost** for Depot Repaired of Equipment.
- 2.1.7 **Parts and Labor are** included under this contract. If applicable, Parts cost are listed at **MSRP** unless otherwise stated by IIRI and Customer in writing before service commences.
- 2.1.8 Replacement parts sent **FedEx Standard Overnight** service. Customer can request Replacement parts be sent via other services at Customers expense.
- 2.1.9 On-site repair service is available after agreeing to course of resolution and scheduled availability of IIRI technical representative. All travel expenses to be approved by customer prior to on-site visit.
- 2.1.10 Access to Manufacturer's software program updates incorporating error corrections and minor changes. Customer's use of any program update and/or new program release shall be governed by the terms and conditions of their software license.

## 3.0 Responsibilities

### 3.1 IIRI

- 3.1.1 Provide telephonic technical support for any hardware and software issue as stated in Section 2.1.1. IIRI is NOT responsible for providing an Internet Service Provider (ISP), modem and/or connectivity line service at the Customer site.
- 3.1.2 Basic telephonic coverage is Monday – Friday, 9AM to 6PM CST, excluding Holidays. Custom coverage plans are available at a premium cost.
- 3.1.3 Provide quality replacement parts as stated in Section 2.1 to the key operator, if the IIRI Technical Support Representative determines this to be a proper course of action,
- 3.1.4 Provide onsite technical repair service as stated in Section 2.1.9.
- 3.1.5 Provide access to Manufacturer program updates incorporating error corrections and minor changes. Customers' use of any program update and/or new program release shall be governed by the terms and conditions of their software license.

## 3.2 Customer

- 3.2.1 The customer agrees to maintain an IIRI trained and certified “Key Operator” and “Technical Operator”.
- 3.2.2 Customer agrees to comply with all IIRI-specified environmental and electrical standards as outline in the Support Equipment Attachments.
- 3.2.3 Customer agrees to perform the responsibilities defined for the Key Operator outlined in the Support Equipment Attachments.
- 3.2.4 Customer agrees to immediately notify IIRI Technical Support in the event of equipment or software malfunction, and provide all details pertaining to the problem as requested by the IIRI Service Representative.
- 3.2.5 Customer agrees to be responsible for security of proprietary information, including but not limited to programs, technique and hardware components.
- 3.2.6 Customer agrees that an IIRI trained and certified Key Operator will investigate all problems before contacting technical support.
- 3.2.7 Customer agrees to contact IIRI before loading or removing any third party application software or system tools.
- 3.2.8 Customer agrees to return defective parts within two days of receipt replacement parts.

## 3.3 Limitations

- 3.3.1 Customer will pay shipping for any parts shipped FROM Customer site. IIRI will pay shipping for any parts shipped TO the Customer site.
- 3.3.2 Hardware items NOT included under this contract are customer integrated Third Party hardware and/or attached hardware that is not specifically integrated into, written, designed and/or copyrighted into the originally shipped product.
- 3.3.3 Software items NOT included under this contract are Operating System upgrades, Operating System Service Packs, and Third Party software that is not specifically integrated into, written, designed and/or copyrighted by the Manufacturer.
- 3.3.4 **Consumable supplies or accessories, cleaning materials, light bulbs are not covered by this Agreement, but are available from IIRI at additional cost as stated in Section 2.1.**

## 3.4 Exclusions

**Service obligations under this Agreement are contingent upon proper use of the equipment. IIRI is under no obligation to provide service under the TSA if any of the following conditions are met:**

- 3.4.1 Failure of equipment caused by misuse, mishandling, accident and/or neglect by the Customer, including but not limited to noncompliance with the specified product-operating environment in the Support Equipment Attachments.
- 3.4.2 Damage caused by improper packing and/or handling of the equipment during relocation by the Customer or during return shipping to IIRI or Manufacturer.
- 3.4.3 Modifications and/or attempts to repair the operation state of the equipment by the Customer in means other than those recommended by or without prior approval of IIRI.
- 3.4.4 Damaged or inoperable equipment caused by the application of chemicals and/or foreign substances not recommended by IIRI.
- 3.4.5 Causes external to the equipment; including, but not limited to fluctuations and/or failure of electrical power, improper environmental conditions, natural disasters and software viruses.

### **3.5 Proprietary Information**

- 3.5.1 IIRI hereby states, and the Customer acknowledges, to the extent authorized by the Texas Public Information Act, that all documents and information including, but not limited to, designs, engineering details, schematics, drawings, and other similar data regarding the equipment and software provided to Customer under this Agreement shall be considered proprietary.
- 3.5.2 Proprietary Information, which IIRI may furnish to Customer, shall be in the Customer's possession pursuant only to a restrictive, non-transferable, non-exclusive license under which the Customer may use information solely for the purpose of operating, servicing and repairing the equipment or integrating it into a system, and for no other purpose.
- 3.5.3 Except as required by the Texas Public Information Act, the Customer shall not, without the express written consent of IIRI, disclose, transfer or otherwise make available Proprietary Information or copies thereof, to any third party. IIRI agrees not to knowingly disclose any information or data obtained pursuant to the performance of maintenance for the Customer when such information or data is clearly identified as proprietary.

### **3.6 Warranty**

- 3.6.1 Other than as specifically set forth herein, IIRI disclaims all warranties, expressed or implied, including all implied warranties of merchantability and fitness for a particular purpose.
- 3.6.2 IIRI warrants that while under TSA, the equipment and software shall perform according to the published specifications. Performance can vary based on systems integration and setup characteristics.
- 3.6.3 Unit original purchase warranty is governed by the Manufacturer. A copy of said warranty is available through IIRI.

### **3.7 Limitation of Liability**

- 3.7.1 IIRI obligations under this service contract shall be to provide the contracted services in a workmanlike manner.
- 3.7.2 IIRI does not represent that the use of the equipment or software shall be totally free of errors or interruptions.
- 3.7.3 In no event will IIRI be held liable for any loss of data, revenue profits, use of product, or for any incidental, indirect, or consequential damages in connection with this Agreement, or services or materials provided by IIRI.
- 3.7.4 Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1663.

## 4.0 Technical Agreement Acceptance

Note: This Document valid for 30 Day's from .

In witness whereof, parties have executed the Agreement by duly authorized representatives:

### IIRI Representative

Name (please print)

### Customer Representative

Name (please print)

Title :

Title

Date

Date

Signature

Signature

Addendum attached (initial \_\_\_\_\_)

Addendum attached (initial \_\_\_\_\_)

## 5.0 Technical Agreement Refusal

### Scanner TSA Refusal

Customer fully understands that a TSA was offered but does not wish to enter into TSA with IIRI. Also that refusing to accept a TSA at this time will automatically warrant an Out of Warranty certification of hardware, thus requiring pre-certification before being eligible for a TSA contract.

Signature

Title

Date