

TERMS AND CONDITIONS FOR TECHNICAL CALL SUPPORT

New Vision agrees to provide to Customer (as defined below) certain services in conjunction with Customer's acquisition of certain equipment provided by said Reseller. As used in these Terms and Conditions for Technical Call Support ("Terms"), "Customer" means the End User of the equipment, which authorizes New Vision to provide the Services (as defined below).

I. SERVICES: (Telephone Service Support)

- a. New Vision shall provide the following services to Customer (the "Services"):
Subject to Customer having purchased the equipment from said Reseller and a Technical Support Contract acquired from New Vision, either directly or through a New Vision authorized dealer; and
- b. Original Hardware and Software configurations remain; or in instances where a hardware failure has occurred, comparable hardware has been successfully re-installed; either by the "Customer" or New Vision at a fee-for-service billable at \$2200 M.S.R.P. per day.
- c. In the case of a PC failure, a comparable PC with the Original Operating System version must be used as replacement.
- d. Technical Support hours of operation are 8:30 AM to 5:30 PM Eastern Standard Time, Monday through Friday excluding holidays observed by New Vision.
- e. Messages to Technical Support will be responded to within one (1) hour of message time-stamp during normal hours above.

II. ACCESS:

Customer guarantees that New Vision personnel will have access to systems and personnel as necessary to complete the Services. Customer also agrees to inform New Vision prior to New Vision providing the Services if any agreement, including but not limited to a non-disclosure agreement, is required to be signed prior to such access being granted. New Vision personnel are not authorized to sign any agreements and cannot bind New Vision and will refer the request to New Vision's management.

III. LIMITATION OF LIABILITY:

- a. New Vision shall not be liable to the Customer or to anyone else for any loss or damage whatsoever or howsoever caused (and whether or not caused by negligence) arising directly or indirectly in connection with the Services or any misrepresentation, whether innocent or negligent.
- b. Notwithstanding the generality of the above, New Vision expressly excludes liability for incidental, consequential or special damages or losses, including but not limited to loss or damage to data or to other equipment or property, (whether or not the same may be in New Vision's care, custody or control) or for loss of profit, business, revenue, goodwill or anticipated savings.
- c. In the event that any exclusion of liability contained in these Terms shall be held to be invalid for any reason and New Vision becomes liable for loss or damage that is capable of being limited in law, such liability shall be limited to the total of sums actually paid by the Customer to New Vision in respect to the Services.

IV. MISCELLANEOUS:

- a. The headings in these Terms are for ease of reference only and shall not affect its interpretation or construction.
- b. In the event these Terms or any part of them being judged illegal or unenforceable for any reason, the continuation is full force and effect of the remainder of them shall not be prejudiced.

Company: _____

Contact/Title: _____

Renewal Date: _____ **Phone:** _____

Signature: _____ **Expiration Date:** _____
(Client's Signature)

Service Offering: 12-month call center support service agreement . **Product:** _____

Amount: \$ _____ **Payment Type:** Visa, M/C, American Express (please circle one)