

STUDIO SUPPORT

Studio Support Terms & Conditions

October 23, 2008

The following terms and conditions apply to all support services rendered:

Support Hours: Support is available from 9 am to 7 pm ET as follows:

- **By phone (303-562-3124 x2) from 9 am to 5 pm ET**
- **By web from 9 am to 7 pm ET**
- **By email (help@studiosupport.com) from 9 am to 5 pm ET**

Please do not initiate support requests by fax or emails to individual consultants.

Pricing and Payment: Support for Studio IT software is available at the rate of \$135.00 per hour. Funds may be prepaid by check to receive a discounted rate, currently used at \$105.00 per hour. Prices are subject to change without notice.

- **Prepaid** (discounted rate) support time is calculated in dollars, not hours. Funds must be purchased with check or cash and paid prior to the start of any support request. Any payment received by credit card is not eligible for the discounted rate.
- **Impact support** and **Non-Studio** support is available at the rate of \$180.00 per hour, must be prepaid and is not eligible for any discount.
- **Minimum charge:** All support requests are subject to a 5 minute **minimum** charge.
- **Scheduled Appointments** are subject to a 15 minute **minimum** charge and must be cancelled at least 24 business hours in advance to avoid the minimum charge.
- **Weekend and After-Hours** support is available by appointment only and is subject to a 20% upcharge with a 30 minute minimum. The 30 minute minimum will be charged for cancellations with less than 24 **business** hours notice. The prepaid (discounted) rate is not available for weekend or after-hours support.

Invoice Terms: Invoices are created as services are rendered. Additional services provided for the same support request may be invoiced separately. **Invoices are due upon receipt.** Invoices more than 25 days old are subject to interest at the rate of 1 ½ % per month on the outstanding balance. Invoices left unpaid in excess of 10 days may result in suspension of services at our discretion. Prepayment may be required after services have been suspended.

Report Customization: Report customization requests are subject to the terms herein, as well as those included in the Report Customization Request Form. You are free to customize your own reports in a report database separate from the Studio Support customized reports and accept full responsibility for corruption or problems that may arise as a result of your actions. Attempts to modify the custom reports created by

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Studio Support will break the digital Signature that we must apply to our databases and may corrupt the database. We cannot apply our digital signature to any report database modified by anyone other than Studio Support.

Data Access: Studio IT software is an open architecture system that allows you full access to all data and custom reports. Accessing the data and report formats using Microsoft Access can be done by experienced users. You acknowledge that accessing the data in this way may damage the data and report formats. Studio Support is available at our current rates to assist in correcting any damage or errors that you encounter. We do not teach Microsoft Access.

Response Time and Appointments: Our goal is to respond to support requests within 4 business hours, and in practice our responses have generally been much faster than this. **Requests for specific consultants and emails sent directly to consultant email addresses will have extended response times.** However, we cannot promise or guarantee any specific response time. Appointments are available upon request and we encourage you to let us know in advance if you expect a visit from your computer technician or accountant where they may require our assistance. We will make a maximum of 2 attempts to return messages. Impact users should expect additional response time due to the specialized knowledge required.

Problem Resolution: We will attempt to resolve your problem or answer your question using our normal support procedures. *Our efforts are necessarily limited by the information you provide us and the wide range of possible environments in which the products that we support are used.* As a result we cannot guarantee that we will be able to resolve your problem, only that we will review it and do our best to provide you with any information, solutions or suggestions we believe will be useful. Should we determine that the support services required to resolve the problem may not be cost effective, you will be given the choice to restore a backup and be billed for the support services used up to that point. Regardless of the outcome, you agree to pay for all support services rendered.

Program errors: We retain the exclusive right to determine if your problem is caused by program error or the result of your software/hardware environment. Please download a program update and verify that your problem still exists before requesting support for a problem that you believe to be a program error. Support to download a program update for you will be billed at our current rates. You acknowledge that computer and software errors can be caused by any variety of factors including: power failures and surges, operating systems, coexisting software, hardware and network limitations, etc.

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GL Verify: Studio Designer and Studio Showroom contain an internal check and balance system that is accessed by clicking Files Maintenance Verify Financials and Verify Sub Ledgers from your main Studio menu. Program errors located within this system will be fixed free of charge as long as this process is run daily and we are notified immediately of any errors. Client will be billed to correct non-program errors and untimely errors (more than five days old).

Accounting: Studio Support offers program and accounting setup packages to assist our clients with getting started. You are responsible for requesting help with your accounting when needed, we encourage you to request help early in your start up process. We cannot be held responsible for any accounting services provided by our technicians, your accounting personnel or outside consultants. We do not audit the information you provide us, it is your responsibility to have any accounting or bookkeeping reviewed by your CPA for correctness. We do not teach accounting.

Independent Consultants: You acknowledge that we may use Independent Consultants to fulfill your support requests and that services rendered by those Independent Consultants are governed by these same terms and conditions.

Backup: You understand that you are responsible for keeping a current backup of all data. Although we will do our best to repair any database failures, it will be your choice to request that we employ additional repair processes or restore a backup.

Refund and Cancellation Policy: Refunds will NOT be given after services have been rendered. Training classes will receive a full refund if cancelled within 48 business hours of the scheduled class. Prepaid support / overpayments may be refunded upon request or if unused (no activity) for more than 12 months.

Disclaimer: We disclaim any and all warranties for all support provided, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. You assume full responsibility for the implementation of any suggestions you receive from us, for the results thereof, for keeping backup copies of all programs and data, and for the safe conduct of any test we request from your system.

Limitation of Liability: Neither Studio Support or A&B Professional Services, Inc. nor the Customer shall be liable to the other for any claims for indirect or consequential losses whether arising from negligence or otherwise. In no event shall the support providers' liability exceed the price paid by the customer to Studio Support or A&B Professional Services, Inc. for the support connected with any claim.