

By requesting and/or paying for technical support, you are indicating your agreement to be bound by the following Terms of Service:

1. Availability of Services

Executive Computer Services International, Inc. ("ECSI") telephone support services and online technical support services and products (collectively, the "Services") are available on a pre-paid hourly basis. Each contact with ECSI ("Support Incident") shall be billable in thirty (30) minute increments, deducted from the remaining credit paid for by the Customer. The minimum charge is thirty (30) minutes, even if the Support Incident takes less actual time.

2. Supported Technology

The Services include telephone support services and online technical support services for ACT! 2009, 2008, CoStar ARES 6.0 and ACT! 6.0. Limited support is available for ARES 2000 and ACT! 2000.

3. ECSI's Responsibilities

ECSI will use its best efforts to resolve Customer's ARES and ACT!-related computer technical problems. ECSI will attempt to resolve such technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Response times may be delayed due to research and inquiries, as may be necessary. Technical support is available from 9:00 am until 5:00 pm, Eastern standard time, Monday through Friday. Additional charges may apply for service outside of normal hours. ECSI technicians travel frequently serving customers on-site. Telephone and online technical support may be delayed during times when all technical support personnel are away from ECSI's office. A specific response time to a request for support is not guaranteed. A support appointment for a future time may be required if ECSI is busy with another support request or other business when Customer calls. ECSI does not assure that every request for technical support will be resolved to Customer's satisfaction, and ECSI's responses constitute only technical advice or suggestions. Technical problems that may arise may be a result of software or hardware errors or problems that may not be correctable or may be too difficult to resolve by telephonic or online support. ECSI has limited proprietary information from vendors, manufacturers, and developers, and may not have the ability to obtain any proprietary information necessary to resolve Customer's technical problem.

4. Customer's Responsibilities

Customer is responsible for providing ECSI with complete information concerning Customer's computer system. Prior to seeking technical support, Customer is solely responsible for adequate protection and backup of Customer's data, software and/or hardware. **BACK UP YOUR SOFTWARE AND DATA.** Customer understands and acknowledges that neither ECSI nor any of its third-party product or service providers shall be responsible for any lost, altered or corrupt data, re-run time, inaccurate output, or work delays resulting from any technical support services, other services, or products provided by ECSI. Online remote access support requires the Customer to make sure their network does not block remote access software.

5. Cancellation and Refunds

ECSI Services are available in pre-paid 1, 3 and 5-hour packages. Support packages expire one year after they are paid for. Refunds will not be given for unused services. Rights of Customers to receive Services are non-transferable.

6. NO WARRANTIES

ECSI'S SERVICES AND ALL OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ECSI AND ANY OF ITS THIRD-PARTY PRODUCT OR SERVICE PROVIDERS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ECSI ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SERVICES, OR ANY OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ECSI OR ANY OF ITS THIRD-PARTY PRODUCT OR SERVICE PROVIDERS.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL ECSI BE LIABLE TO ANY PERSON FOR ANY SPECIAL, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM NEGLIGENT OR CRIMINAL ACTS OF THIRD PARTIES, LOSS OF USE, LOSS OF DATA, LOST PROFITS, OR COMPUTER HARDWARE DAMAGE, IN CONNECTION WITH ANY OF THE SERVICES OR ANY OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ECSI OR ANY OF ITS THIRD-PARTY PRODUCT OR SERVICE PROVIDERS, WHETHER SUCH PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Force Majeure

In the event ECSI's delivery of the Services is delayed, prevented, or otherwise made impracticable by reason of any acts of God, fires, floods, earthquakes, or other natural catastrophes; national emergencies, strikes, lockouts or other labor difficulties; computer "hacking" attack or computer virus; any law, order, regulation or other action of any governing authority; or any other cause beyond ECSI's reasonable control, then ECSI shall be excused from such delivery to the extent that it is delayed or prevented by such cause.

9. Modifications to Terms of Service

ECSI reserves the right to amend the Terms of Service that governs use of the Services at any time by (a) posting a revised version of the Terms of Service on the ECSI website or by (b) sending information regarding any amendment to the Terms of Service to the email address Customer provides to ECSI. Customer is responsible for regularly reviewing the ECSI website to be notified of any amendments to the Terms of Service. Customer's continued use of the Services after such amended Terms of Service have been posted or information regarding such amended Terms of Service has been sent to Customer shall be deemed acceptance by Customer of the amended Terms of Service.

10. General

These Terms of Service constitute the entire agreement between Customer and ECSI. ECSI and/or third party providers may make improvements and/or changes in the products, services, programs, business or customer policies and prices described in their websites at any time without notice. Florida law will govern any action related to the Terms of Service, without regard to conflict of law principles. The Terms of Service shall be construed as if it was executed and performed in Geneva, Florida. Any cause of action by a Customer or other viewer of this website must be commenced within one (1) year after the cause of action arose or it shall be forever waived and barred. If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent possible, and all other provisions contained in the Terms of Service shall remain in full force and effect. ECSI's failure to enforce any provision of the Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision.

I understand and agree to the terms outlined above.

Signature

Date

Printed Name

Title

Company

Please return by FAX to 315-752-1307.

Once you have finished backing up your system as recommended above, you should call us at 800-710-0928 to make a support appointment.