

Live Support client

1. Services - PC Helps shall furnish to Client computer support assistance and documentation of the support provided for products owned and operated by the Client.
2. Charges
 - 2.1. Start-up - A one-time charge of \$50 or \$150 will be charged to Client to cover account activation, screen and PBX, depending on program selected.
 - 2.1.1. Start-up fee is waived if client is contracting for at least one user-id for Portal services at the same time client is contracting for Live Support services or if upgrading from Pilot Program to Quarterly Plan.
 - 2.2. Support - Client has contracted for PC Helps new client Trial plan of 56 units of support services at a total cost of \$225. These units are used to purchase the services of PC Helps. PC Helps will calculate the unit charge based on the following methodology:
 - 2.2.1. Minutes per unit
 - 2.2.1.1. On-Line Support - Immediate technical support services provided on a real time basis: Service Length Rate is calculated at
 - 2.2.1.1.1. under 6 minutes 1 unit per minute
 - 2.2.1.1.2. minutes 6 to 10 .98 units per minute
 - 2.2.1.1.3. minutes over 10 .96 units per minute
 - 2.2.1.2. Off-Line Support - Technical support and research provided on an off-line basis. Support is provided within 24 hours of the initial call. These activities are calculated at .88 units per minute for the length of the research. PC Helps will debit Client's account or charge credit card, in accordance with client's billing preference. Client will be provided a quarterly report showing the current status of their account.
3. Term - The term of this Agreement shall commence upon the Client registration confirmation, which is the date the client receives email confirmation from PC Helps of client's registration as a PC Helps client (the "Commencement Date"). This email confirmation will be, on average, sent to client within one business day of client's on-line registration. The initial term of this Agreement shall continue for a period of 60 days from the Commencement Date ("Trial Term"), or until such time as the units described in paragraph 2, above, have been used up, whichever occurs first (the "Renewal Date"), unless either party notifies the other in writing not less than 30 days prior to the expiration of the Trial Term. This Trial Support Services Agreement will automatically renew from the Renewal Date ("Renewal Term"), or until such time as the units described in paragraph 2, above, have been used up, whichever occurs first, unless either party notifies the other in writing not less than 30 days prior to the expiration of the term or any Renewal Term. PC Helps agrees to reduce the effective unit rate to client as of the Renewal Date. In the event that all units described in paragraph 2, above, have not been utilized by the completion of the Trial Term or any Renewal Term, Client will be permitted to carry over unused units, but not more than 15% of the units described in Paragraph 2 of this Agreement, into a Renewal Agreement of equal or greater size, provided that no lapse of service occurs.
4. Billings – Client provided credit card will be charged for services upon client acceptance of terms and conditions. Client provided credit card will be billed upon successive renewals of contract according to sections 2 and sections 3 under Portal Client Terms and Conditions.
5. PC Helps Performance - PC Helps will exercise its best efforts to provide information and support services related to products owned and operated by the Client in an expeditious and efficient manner, but PC Helps shall have no obligation or liability to Client for any delay or failure of PC Helps in its performance under this Support Services Agreement. Neither PC Helps, nor its officers, directors, shareholders, employees, agents or suppliers shall be liable to Client or any third party for any claim, injury or damage arising out of the services performed by PC Helps under this Support Services Agreement.
6. Currency of Technical Information - PC Helps will use its best efforts to regularly maintain and enhance its technical libraries in order to have available the most recent technical information related to the products serviced by PC Helps.

7. Use of Information - Information provided under this Support Services Agreement is intended for the use of Client and its employees only. Reproduction or redistribution to people or companies outside the Client organization, whether or not for a profit, without the prior approval of PC Helps is prohibited. Client agrees that any technical solutions developed or identified by PC Helps in providing support services shall be the property of PC Helps. PC Helps agrees that any information relating to the Client's Business which is disclosed during the provision of services under this Support Services Agreement will be kept confidential by PC Helps and will not be disclosed to any other person.
8. Access Security - Client shall be responsible for maintaining the security of its end-users' access number to PC Helps, including all usage associated with its account. PC Helps will, when requested by Client, change the enduser access number associated with Client's account.
9. After hours support - Unit charges for support provided by PC Helps outside of its standard support hours -- 8:30am to 8:30pm Eastern Standard Time, Monday through Friday -- will be calculated at a 25% premium to the methodology as detailed in paragraph 2 of this Support Services Agreement. PC Helps normal monitoring fee for maintaining after-hours support coverage is waived for all SupportNow clients..
10. Non-interference with Employees - Client and PC Helps agree that neither party shall directly or indirectly solicit for employment, hire, employ or retain (as an employee, independent contractor, consultant, subcontractor or otherwise) any person then employed by the other party or within a period of two (2) years following expiration or termination of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
11. Telecommunications - Client will access PC Helps via a toll-free number reserved for all SupportNow clients, provided to Client by PC Helps.
12. Press Release Authorization - It is understood and agreed to by both parties that PC Helps may issue a Press Release announcing the general business relationship between Client and PC Helps after Client has been using PC Helps' services for 3 months. Issuance of such a Press Release will have no substantive effect upon, nor shall it be deemed to change in any way, the rights and obligations of the parties as set forth in this Agreement.
13. eSupport - Client will be granted access to live, instructor-led classroom training provided over the Internet on a scheduled basis. The client agrees to pay PC Helps \$75 for each class credit. Chargeable classes include all that are attended, all for which the registered student was not available at the student provided phone number at the time of the class and all classes for which registration was cancelled less than 24 hours prior to the scheduled start time.
14. Remedy for Breach -- The remedy for material breach under this Agreement includes the non-breaching party's right to cancel the contract and refuse to perform its further obligations.
15. Severability - If any provision of this Agreement is determined to be invalid or otherwise unenforceable, such provision will be deemed deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect as written.
16. Choice of Law - This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. PCH reserves the right to change jurisdiction of such laws, as long as jurisdiction change is to a State or Commonwealth within the United States of America. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Counties of Montgomery and Philadelphia, Commonwealth of Pennsylvania. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. In the event of any dispute, claim, arbitration or litigation with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party, and the non-prevailing party shall promptly pay, all reasonable fees and expenses of counsel for the prevailing party incurred in connection with such dispute, claim, arbitration or litigation.
17. Contract in Entirety - This Support Services Agreement sets forth the entire understanding and Agreement between PC Helps and Client and supersedes any prior or contemporaneous oral or written Agreements or representations. It may be modified only by a written amendment duly executed by both parties.