

# ACS

## Support Agreement

Name and Address of Client:

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John Bowman LLC DBA Advanced Computer Services (ACS), by its acceptance of this Agreement, agrees to provide and the client agrees to accept, under the terms and conditions of this Agreement, maintenance service for the computer software indicated in this agreement.

### Term

This Agreement is effective from the date on which it is accepted by ACS and shall remain in force until terminated by the client upon one month's prior written notice to ACS or by ACS upon one month's prior written notice to the client.

### Maintenance Service

This service agreement shall include the following items:

Toll-free phone assistance in installing and operating any ACS software systems covered by this Agreement.

Location and correction of any programming errors in the software, including any errors in the initial software or any errors caused by subsequent modifications made by ACS. Corrections will be made by phone, mail, or e-mail. The client will be responsible for implementing the changes.

Modifications made necessary by changes in State or Federal regulations. This shall include such changes as W-2 format changes and FICA and Federal withholding changes. This Agreement shall only be applicable to programs that are contained in any system at the time it is purchased and shall not cover any totally new programming requirements.

Phone assistance in recovering files on damaged diskettes or hard drives.

### Periods of Service Availability

Service Availability shall be furnished between 8:30 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding all holidays.

## Charges

Maintenance charges will begin on the Maintenance Service Commencement Date.

The client agrees to pay annually charges as follows:

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The Annual Maintenance Charge and Periods of Maintenance Service Availability are subject to change by ACS upon three months' prior written notice to the client and will become effective on the date specified in the notice unless the Client exercises the option to withdraw from this Agreement.

## Invoicing

The Annual Maintenance Charge will be invoiced in advance at the beginning of each year. Charges for a partial years' service will be prorated on the basis of a 365 day year. All charges due here under are payable as specified in the invoice.

## Exclusions

Maintenance service provided by ACS under this Agreement does not include:

Modifications to the system other than those changes that are necessary to correct problems or those changes required by changes in State or Federal law.

Location and correction of any problems created by modifications by the Client. The Client can make changes to the systems without affecting this Agreement, but in those instances where changes have been made, the Client must notify ACS of the specific changes. The Client will be billed for any additional time spent by ACS caused by Client modifications if ACS is not notified of the changes.

Any travel to the Client's location. All assistance will be furnished by phone, mail, or e-mail.

Increase in service time caused by: accident or disaster, which shall include, but not be limited to: fire, flood, water, wind and lightning, transportation, neglect or misuse. ACS will assist in the recovery or replacement of any media diskettes or CDs that have been damaged, but this assistance will be limited to additional programs that may be required for diskette recovery. Program replacements will be made from the current systems being sold by ACS, and any required modifications to convert the current systems to the systems being used by the Client will be billed separately.

Cost of media used in service maintenance.

## Programming Changes - Installation and Control

Programming changes, corrections and enhancements, determined applicable by ACS will be mailed to all clients covered by this Agreement. The Client will be responsible for implementing all changes. ACS will furnish phone assistance as required in implementing the changes.

## General

The provider may, upon twelve months' prior written notice to the Client, modify the terms and conditions of this Agreement, except that the provider may, upon three months' prior written notice to the Client, modify the terms and conditions of the the Section entitled "Charges".

Services provided outside the scope of the Agreement will be furnished at the provider's applicable rates and terms then in effect, unless such service is otherwise covered by a separate agreement.

ACS is not responsible for failure to render service due to causes beyond its control.

Either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions.

This agreement will be governed by the laws of the State of Arkansas.

The Client acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by it's terms and conditions. Further, the Client agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Accepted by:

Provider

John Bowman LLC DBA Advanced Computer Services

By (Authorized Signature):

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Name (Type or Print):

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Title:

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Date:

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Client

Client:

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By (Authorized Signature):

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Name (Type or Print):

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Title:

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Date:

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