

# TracerPlus Comprehensive Support Plan Terms & Conditions

If you do not agree to these Terms and Conditions, please do not use the service and call 1-631-727-8084 to cancel your Comprehensive Support Plan within thirty (30) days of enrollment or renewal for a full refund of your purchase price. If you have accepted the Terms and Conditions or have used the service, a full refund may not be available. All refunds are subject to the Refund Policy below.

**General Policies:** During the term of the Plan, members will receive support for an unlimited number of incidents. Portable Technology Solutions reserves the right to limit each contact (telephone or electronic) to one incident as defined below. Portable Technology Solutions may also limit or terminate support service to, or may elect not to renew the membership of, any member ("Plan member") who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. Coverage is non-transferable. The number purchased of Support Plans must equal the number of TracerPlus Mobile Client licenses purchased. Resale or transfer of membership rights is strictly prohibited, and will be grounds for termination or non-renewal of membership.

**Definition of an Incident:** For purposes of these terms and conditions, an "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, or (b) a product-usage question that involves a single topic regarding the proper implementation of a TracerPlus feature. The technical support representative will determine if any additional incidents may be handled during the course of the telephone or electronic contact.

**Support Availability:** Support availability may occasionally vary from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Support can be reached at (631) 967-7022 extension 4, between 9:00 am and 7:00 pm Eastern Time, Monday through Friday. Portable Technology Solutions will not call back customers located outside the United States, nor is Portable Technology Solutions responsible for long-distance telephone charges incurred in connection with the use of the Plan from a location outside the United States. As an active Comprehensive Support Plan member, you may be eligible for additional products, services and/or discounts when and if such additional products, services and/or discounts become available. These additional offerings or offers may be subject to additional terms, conditions and limitations.

**General Support Team Phone Response Time:** A Portable Technology Solutions technical support representative will be available to talk to a Plan member within then-current published response times, during Portable Technology Solutions' published support hours, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Tracking for such response time begins after a Plan member's call has entered the Portable Technology Solutions Support Team ticket system. A Plan member's call will be placed in the Portable Technology Solutions Support Team ticket system after Plan membership has been verified. The foregoing shall not be deemed a representation or warranty on Portable Technology Solutions' behalf regarding the time within which a resolution, if any, may be available for any particular incident. Plan members must use the Plan phone number during Portable Technology Solutions' published support hours in order to receive support in the published response time.

**Support Topic Limitations:** Inquiries are limited to the following TracerPlus software product areas: installation, upgrade assistance and basic functionality. Portable Technology Solutions will also assist Plan members with basic connectivity issues regarding data integration using TracerPlus data transfer tools and for the purpose of using TracerPlus software to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within Portable Technology Solutions' control. However, Portable Technology Solutions shall not be responsible for connectivity issues caused by third-party services, service providers, hardware, or software. The Plan does not cover inquiries on database administration, nor does it include application consulting or training. Portable Technology Solutions support hours and response time guarantees do not apply to third parties to whom Portable Technology Solutions transfers or escalates a call.

**Product Upgrade Limitations:** Portable Technology Solutions will publicly announce the general release of upgraded versions of TracerPlus Mobile Client Software via e-mail to the Portable Technology Solutions mailing list, social media outlets, on Portable Technology Solutions web sites and through authorized partners. To receive the upgrade, Plan members are required follow then-current published upgrade procedures. Plan members will NOT be entitled to receive a version upgrade generally commercially released after the expiration date of a Plan membership. Version upgrades are provided for use by Plan members only and are strictly prohibited from resale. Free upgrades cover the release of the TracerPlus Mobile Client only.

**Supported Products and Services:** The Plan covers technical support for all then-currently supported versions of the TracerPlus Mobile Client on a per license/device basis. Additional support services for TracerPlus Desktop and data transfer tools are also covered. Support availability for a particular version is subject to change at any time without notice.

**Renewal Policy:** The initial term of the One Year Comprehensive Support Plan covers one year from the date of purchase of your Comprehensive Support Plan contract. As of each annual anniversary date of the initial purchase, your Plan shall automatically renew when Portable Technology Solutions receives your payment. The initial term of the Three-Year Comprehensive Support Plan covers three years from the date of purchase of your Comprehensive Support Plan contract. Following the three-year anniversary date of the initial purchase, your Plan shall automatically renew on an annual basis when Portable Technology Solutions receives your payment. Three-year coverage plans are no longer available after the initial three-year time period. You must have a valid credit card or a valid debit card with a Visa or MasterCard logo ("Card") or sufficient funds in a U.S. checking or savings account to cover an electronic debit of the Plan fee to renew the Plan. The information you provide must be accurate and complete. When you subscribe to the Plan and provide payment information, your Card or bank account will be debited and will be automatically re-debited at the beginning of each subsequent one-year term of the Plan at the then-current rate to maintain the Plan unless you notify Portable Technology Solutions to cancel the Plan five (5) days prior to the beginning of the new one-year term. If you cancel the Plan or if the automatic renewal payment cannot be processed, we will allow a 15-day grace period from the date of your renewal after which access to the Plan and your account may be denied. As a policy, Portable Technology Solutions will only retain your online data for 60 days after your renewal date. This Plan membership may be terminated by Portable Technology Solutions immediately and without notice if you fail to comply with any term or condition of this Agreement, or if a Plan member exceeds reasonable use of the Plan, or if Portable Technology Solutions is unable to debit your Card in accordance with this Agreement. If Portable Technology Solutions chooses not to renew a Plan on the basis of excessive usage, such determination shall not be deemed to preclude customer support from Portable Technology Solutions on a pay-as-you-go basis or under a limited incident plan, if available. From time to time Portable Technology Solutions may change the terms or conditions of this Plan membership, method of delivering or accessing the Plan and/or the membership fee.

**Limitation of Liability and Damages:** Portable Technology Solutions' maximum liability, and Plan member's sole remedy, for any claim arising under the Plan will be the refund of an amount not exceeding the Plan fee paid by the Plan member for 12-month period during which the claim arose. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PORTABLE TECHNOLOGY SOLUTIONS, ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPY-WARE, LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PORTABLE TECHNOLOGY SOLUTIONS, ITS AFFILIATES, ITS SUPPLIERS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PORTABLE TECHNOLOGY SOLUTIONS AND YOU.

**Disclaimer of Warranties:** PLAN SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PORTABLE TECHNOLOGY SOLUTIONS, ITS AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT AND SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, CONTENT, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INTERFERENCE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND SIMILAR LAWS OF ANY JURISDICTION. PORTABLE TECHNOLOGY SOLUTIONS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, PORTABLE TECHNOLOGY SOLUTIONS DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. In that event, any implied warranties are limited in duration to sixty (60) days from the first date of service. However, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**Governing Law:** These terms will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of laws. Plan member agrees that any action arising out of or relating to the service provided by Portable Technology Solutions will be filed and maintained only in the state or federal courts located in Suffolk County, New York, and Plan member hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between Portable Technology Solutions and the Plan member relating to the subject matter of these terms, and may not be modified except in a writing signed by both the Plan member and an authorized representative of Portable Technology Solutions.

**Privacy Statement:** Your use of the Plan is subject to Portable Technology Solutions' privacy policies, as may be amended from time to time, as set forth in the Portable Technology Solutions Privacy Statement: <https://www.tracerplus.com/privacy-policy> By purchasing this Plan, you consent to the use of your personally identifiable information in accordance with such privacy statement.

**Refund Policy:** A Plan member may cancel Plan membership during the first 30 days after purchase and obtain a refund for the amount paid for the current membership period under the following conditions. A refund for cancellation of initial Plan membership enrollment is available only when the Plan member cancels both the Plan membership and the TracerPlus license. If, during the first 30 days of Plan membership, the Plan member has made no use of the Plan, the full amount paid for the current membership period will be refunded. If, during the first 30 days of the Plan, the Plan member has communicated with a support engineer on one occasion, the amount refunded will equal the amount paid less the number of support incidents times the then-current per incident rate plus applicable processing fees. If the Plan member has received a version upgrade of TracerPlus software under the Plan, the suggested retail price of the TracerPlus version upgrade(s) provided will be deducted from the amount paid. If the Plan member has communicated with a support engineer on more than one occasion under the Plan during the first 30 days, no Plan refund will be given.

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