



Financial Transaction Software Solutions

10225 Ulmerton Rd  
Suite 10-A  
Largo, FL 33771  
Phone 727-582-9100 Fax 727-582-9666

### THIRD PARTY PRODUCT – TECHNICAL SUPPORT PAYMENT AUTHORIZATION AGREEMENT

Service Provider: Data Age Business Systems, Inc.  
10225 Ulmerton Rd., Ste 10-A  
Largo, FL 33701  
Phone: 727-582-9100, Fax: 727-582-9666

This AGREEMENT must be completed and returned prior to any technical assistance of products not manufactured or sold to you by Data Age Business Systems. Note: while Data Age provides troubleshooting assistance for the third-party products that have been sold to customer, it reserves the right to direct customer to the respective party for expert support.

Business/DBA Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Technical Contact: \_\_\_\_\_

**PAYMENT & PRICING POLICY:** Data Age Business Systems, Inc. requires payment in full for all time allocated to troubleshooting and technical assistance. Services will be denied if an outstanding payment exists. There is no guarantee that a problem will be resolved. Also, the person initiating the call must have authority to accept this agreement. All calls are billed regardless of the circumstances.

Upon receipt of this signed AGREEMENT, a Data Age Customer Service Representative will contact you to coordinate your credit card payment or to provide you with an invoice. All invoices are due upon receipt.

Trouble shooting and technical assistance of products not manufactured or sold by Data Age will be provided on an hourly rate plan. The first hour or part thereof will be billed at the flat rate of \$150.00. Any time after the first hour will be billed in 15 minute increments and based on \$90.00 per hour. During non-business hours, weekends and holidays, technical assistance will be billed at a flat rate of \$200.00 per hour. An invoice will be generated upon completion, sent via USPS to the indicated billing address and is due upon receipt.

**Tax Exempt Status:** If you are exempt from paying sales tax, you must forward a certificate of exemption for the state in which the services are to be used. Resale certificates are not valid unless you are rebilling these charges to your customer.

## TERMS & CONDITIONS – MATERIAL HANDLING

### **YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.**

The terms and conditions set forth below become a part of the CUSTOMER CARE AGREEMENT between Data Age Business Systems, Inc. and you, the customer. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

The Agreement is signed; or

On the behest of Customer, Data Age delivers to Customer troubleshooting and technical assistance to products sold to Customer by Data Age but not manufactured by Data Age; or for the products not manufactured or sold by Data Age.

1. **DEFINITIONS-** For purposes of the contract, “Data Age Business Systems, Inc. (“Data Age”)” means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including but not limited to, any subcontractors Data Age may appoint. The term “Customer” means the end-users, its employees, agents, representatives, and any Appointed Contractors. Further, Customer is in fact the “End-User” for all purposes and circumstances notwithstanding anything contained herein to the contrary.
2. **INDEMNIFICATION-** Customer agrees to indemnify and forever hold harmless Data Age and its employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on account of personal injury, death or damage to or loss of property or profits arising out of or contributed to by any of the following:
3. **WAIVER & RELEASE-** Customer, as a service part of the consideration to Data Age for technical services, waives and releases all claims against Data Age with respect to all matters for which Data Age has disclaimed liability pursuant to the provisions of this AGREEMENT.
4. **SEVERABILITY-** If any provision of this AGREEMENT proves to be illegal, invalid, or unenforceable, the remainder of this AGREEMENT will not be affected by such finding, and in lieu of each provision of this AGREEMENT that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this AGREEMENT as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

**BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS ON BEHALF OF YOUR ORGANIZATION. YOU FURTHER ACKNOWLEDGE THAT YOUR COMMITMENT TO PAY DATA AGE FOR THE TIME IT DEDICATES TO TROUBLESHOOTING AND ASSISTANCE OF THIRD PARTY PRODUCTS WILL BE HONORED EVEN IF DATA AGE IS UNABLE TO SOLVE THE PROBLEM.**



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**Billing Authorization: Same as Address Listed Above**

Business/DBA Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I authorize Data Age Business Systems, Inc. to bill me for the amount incurred based on the stated payment and pricing policy.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only	Date Work Performed	Amount of Time	Initials
Technical Support			
Description of Task			
Serial Number	PM-	CM-	
<input type="checkbox"/> Resolved		<input type="checkbox"/> Unresolved	