



6655 West Jewell Avenue
Suite 203
Lakewood CO 80232-7108
303.922.6300; Fax: 303.922.3062

TELEPHONE SUPPORT AGREEMENT
OUTSIDE LOCAL CALLING AREA

Support Services. Pinnacle Services will provide telephone support services necessary to keep your Lytec practice management software in proper working order. Support may include assistance with functionality issues, software installation, and network connectivity as determined by Pinnacle Services. Data repair services, if needed, are not covered under this contract. The client must name two appropriately trained individuals as point of contact for this agreement. This support agreement is not intended to supplement or replace adequate end-user training. Services provided under this agreement do not assure uninterrupted operation of the covered software.

Periods of Support Service. Support described herein entitles Customer to weekday support service availability for a period of nine (9) working hours between the hours of 8:00 a.m. to 5:00 p.m., except legal holidays. If customer support is requested to be performed outside the term hereof, such service will be provided at the applicable rates and terms then in effect.

Terms of Agreement. This agreement shall commence on the signing date and shall remain in effect for a period of twelve (12) Months. Thereafter, this Agreement shall continue from month to month unless terminated by either party upon thirty (30) days' prior written notice. This agreement shall be terminable by either party during the initial term upon not less than ninety (90) days' prior written notice.

◊ **Plan 1**

2 Hours of Support \$215.00 (TO BE PAID IN ADVANCE)

◊ **Plan 2**

Per call Rates \$120.00 BILLED @2.00 per minute with a min charge of \$85.00

◊ **Plan 3**

6 Months of Support \$695.00 (TO BE PAID IN ADVANCE)

◊ **Plan 4**

1 year of Support \$1,045.00 (TO BE PAID IN ADVANCE)

Terms of Payment. The hourly support charges provided for in this agreement commencing on the Effective Date of this agreement, will be invoiced immediately after a service call. Payment will be made in full within ten (10) business days after the date of invoice. All other charges hereunder are payable as specified in the applicable Invoice for such charges. If customer defaults in the payment of any invoice, Pinnacle Services may, upon notice, modify the payment terms set forth herein, in addition to its other remedies.

All charges specified are those currently in effect and are subject to change by Pinnacle Services upon ninety (90) days' prior written notice. If the charges are increased, customer may withdraw from this agreement, upon thirty (30) days' prior written notice. Otherwise, the new charge shall become effective upon the date specified in the notice.

In the event that Pinnacle Services is required to initiate legal action to collect any amounts due and payable hereunder, said amounts shall bear interest from the time of accrual at the rate of eighteen percent (18%) per annum.

Pinnacle Services may, upon giving prior notice to Customer, assign this Agreement and Pinnacle Services rights hereunder to any parent, subsidiary, affiliate thereof, or other third- party. This agreement is not assignable by Customer without prior written consent of Pinnacle Services and any attempted assignment without prior written consent shall be void.

This agreement shall be construed pursuant to the laws of the State of Colorado and any suit to enforce any provision of the Agreement or obtain any remedy with respect hereto shall be brought in the District Court of Jefferson County, State of Colorado, and for this purpose, each party hereby expressly and irrevocably consent to the jurisdiction of said Court.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Accepted by: CUSTOMER

Full Legal Name _____

By: _____ Title: _____

Signature: _____

Date _____

Accepted by: PINNACLE SERVICES

By: _____ Title: _____

Signature: _____

Date _____

Other persons authorized to contact Pinnacle Services for support (Please state Name & Title):

