

Plan Descriptions

<u>Plan Type</u>	<u>Description</u>	<u>Tier 1</u>	<u>Tier 2</u>
Monthly	<p>A monthly plan covering all ASC Creative products and services for the clients website or domain.</p> <p>Unused support tickets expiry at end month. No holdovers from one month to the next month.</p> <p>No extra charge for resolving tickets that remain open over several conversations. Tickets will be opened in our ticket support system, and managed from that platform. Administrative access to each client’s tickets will be available via the ASC Creative support portal.</p> <p>Access to our knowledge base</p> <p>Can create support tickets via the support portal or via email.</p>	<p>\$125/month.</p> <p>Includes 3 tickets per month; thereafter \$90/support ticket</p>	<p>\$300/month.</p> <p>Includes 3 tickets per month; thereafter \$90/support ticket</p>
Prepaid Tickets	<p>Pack of 5 support tickets to be used at anytime, within a 12 month period of original purchase.</p> <p>Ticket pack expires at the end of 12 months. Within the 12 month period, unused support tickets can be carried over to the next month, until the tickets are used up or expire.</p> <p>No extra charge for resolving tickets that remain open over several conversations. Tickets will be opened in our ticket support system, and managed from that platform.</p>	\$750	\$750
Ad Hoc		\$175 per ticket	\$175 per ticket

These plans cover ASC Creative managed websites, and ASC products only.

**Notes:**

**Tier 1** provides technical support for 1 or 2 designated internal users, who are then expected to work with internal staff to resolve any support issues.

**Tier 2** provide technical support for any user within the client organization.

## Technical Support Terms and Conditions

1. General. These Terms and Conditions (the "Agreement") set forth the terms and conditions that apply to your use of the ASC Creative Ltd. Technical Support Plan ("Plan").

Plan coverage is non-transferable and is valid for the Plan member only and for incidents associated with the named domain. Resale or transfer of membership rights in the Plan is strictly prohibited, and will constitute grounds for termination or non-renewal of Plan membership. During the Term, ASC Creative will provide support in accordance to the Plans shown above.

For purposes of this Agreement, "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, (b) a product usage question that involves a single topic on a drop-down menu or one ASC Creative Ltd. report, or (c) a single question on a specific topic.

2. ASC Creative Ltd. reserves the right to limit each support contact to one hour and/or one incident. ASC Creative Ltd. may also limit or terminate Plan support, or may elect not to renew Plan membership to any Plan member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by ASC Creative Ltd. in its sole discretion, or if ASC Creative Ltd. is unable to receive payment, or if your credit account is in arrears. ASC Creative Ltd. shall have the right to change or add to the terms of the Plan at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Plan (including but not limited to Internet-based services, pricing, technical support options, and other support-related policies) upon notice by any means ASC Creative Ltd. determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Plan or on any ASC Creative Ltd. sponsored web site.
3. Support Availability. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed holidays, and events beyond ASC Creative Ltd.'s control. If a toll-free phone number is provided, it can only be used by Plan members within Canada and the United States, and a toll number would be provided for callers outside of North America. ASC Creative Ltd. will not be responsible for long-distance telephone charges incurred in connection with the use of the Plan.
4. Response Time Goal for Questions Submitted Online. For questions submitted online using the designated ticketing system, ASC Creative Ltd. will attempt to respond to the member within then-current published response times, if any, subject to variations due to downtime for systems and server maintenance, company events, observed holidays, and events beyond ASC Creative Ltd.'s control.

This Section 3 shall not be deemed a representation or warranty on ASC Creative Ltd.'s behalf regarding the time within which a resolution, if any, may be available for any particular incident. No remedy is available for ASC Creative Ltd.'s failure to meet the published response time goal.

5. Support Topic Limitations. Inquiries are limited to the following ASC Creative Ltd. products and services:
  - a. Websites created and/or managed by ASC Creative Ltd.;
  - b. Custom applications created and/or managed by ASC Creative Ltd.;
  - c. ASC Creative created applications provided by online subscriptions including
    - i. Repairtrack

- ii. Cloudteligent
- iii. Building Portals
- iv. Any other products added to or removed from our corporate website located at [www.asccreative.com](http://www.asccreative.com)

Services include installation and upgrade assistance and basic functionality, as described in ASC Creative Ltd. documentation.

ASC Creative Ltd. will also assist Plan members with basic connectivity for the purpose of using ASC Creative Ltd. to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within ASC Creative Ltd.'s control. ASC Creative Ltd. shall not be responsible for connectivity issues caused by third-party services, service providers, hardware or software. The Plan does not cover inquiries on business practices, nor does it include application consulting or training.

6. Current ASC Creative Ltd. Product Support. Plan support is available for currently available versions of ASC Creative Ltd. Support availability for any particular version of ASC Creative Ltd. is subject to change at any time without notice; however since the plan does cover all updates and upgrades this should not be an issue as long as support plan payments are current.
7. Term. Coverage begins on the date of purchase of the Support Plan. The payment frequency ("Term") of the plan will be outlined in your Support Subscription Agreement. After the initial Term, the Plan shall automatically renew for additional Term periods until either party delivers written notice of their intention not to renew the Agreement. At the end of the initial Term, ASC Creative Ltd. will begin charging the Term Plan fee to the Plan member's credit card or invoice as required, and will continue to do so at the end of every Term until the Plan is terminated. If paying by credit card, you are responsible for keeping your credit card information correct and up to date with ASC Creative Ltd.

The Plan Member may terminate this Plan by calling 1-855-223-4300 at least five (5) days prior to the next payment date. In the event there is a termination of the Plan for any reason, the Plan member may no longer be eligible to enroll in the Plan. However, if your Plan is terminated due to ASC Creative Ltd. being unable to receive payment from you credit card and you request reinstatement of your existing plan, ASC Creative Ltd., in its sole discretion, may choose to reinstate your Plan provided you provide accurate credit card information and permit ASC Creative Ltd. to receive immediate payment for all missed payments in addition to the next Term payment due. ASC Creative Ltd. reserves the right to cease offering monthly renewal and billing for this Plan at any time after the first 30 days of your Plan. In such event, Plan members will be notified 30 days in advance that Term billing will cease on the next billing date. Eligible Plan members will have the option to renew with any then-offered service plan.

8. Disclaimer of Warranties. THE SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASC CREATIVE LTD., ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME U.S.A. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF THE PLAN. HOWEVER, SOME U.S.A. STATES DO NOT ALLOW

LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. **Limitation of Liability.** THE ENTIRE LIABILITY OF ASC CREATIVE LTD. AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PLAN DURING THE TERM IN WHICH ANY CLAIM ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASC CREATIVE LTD. AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ASC CREATIVE LTD. OR ITS SUPPLIERS 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. IN NO EVENT DOES ASC CREATIVE LTD. ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN THE VERIFIED PLAN MEMBER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ASC CREATIVE LTD. AND YOU. ASC CREATIVE LTD. WOULD NOT BE ABLE TO HAVE PROVIDED THE SUPPORT SERVICES WITHOUT SUCH LIMITATIONS.
10. **Miscellaneous.** This Agreement (and any additional terms and conditions with which ASC Creative Ltd. supplements this agreement) is a complete statement of the agreement between you and ASC Creative Ltd., and sets forth the entire liability of ASC Creative Ltd. and its Suppliers and your exclusive remedy with respect to the Plan. The Suppliers, agents, employees, distributors, and dealers of ASC Creative Ltd. are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on ASC Creative Ltd. Any waiver of the terms herein by ASC Creative Ltd. must be in a writing signed by an authorized officer of ASC Creative Ltd. and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by laws of the Province of British Columbia as applied to agreements entered into and to be performed entirely within the Province of British Columbia, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the provincial and federal courts in Vancouver, British Columbia. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.
11. **Privacy Statement.** Your use of the Plan is subject to ASC Creative Ltd.'s privacy policies, as may be amended from time to time, as set forth in the ASC Creative Ltd. Privacy Statement. By registering for this Plan, you consent to the user of your personally identifiable information in accordance with such privacy statement.
12. **Refund Policy.** A Plan member may cancel Plan membership during the first 30 days from the date of purchase and obtain a refund for the amount paid if the Plan member has made no use of the Plan. If, during the first 30 days of the Plan, the Plan member has talked to or received an e-mail response from a technical support representative one or more times no refund will be given. After the first 30 days, no refund will be given when automatic renewal is cancelled.
13. **Termination.** Your rights under this Agreement may be terminated by ASC Creative Ltd. immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect ASC Creative Ltd.'s rights hereunder.