



## **RDP Support & Update Agreement (11-1-2015)**

Resort Data Processing, Inc. (RDP) strives to provide the highest quality technical support to our customers. RDP provides support with all new systems for an initial period defined by your RDP proposal, usually 60 days. After the initial period, a support services and update agreement must be purchased to continue the support and update relationship. This agreement is subject to the Terms and Conditions of your license.

### **LIMITATIONS OF SUPPORT SERVICES**

RDP software is distributed and licensed "as is". RDP does not provide product technical support, product enhancements or bug fixes unless a support services agreement is purchased and renewed yearly. With the purchase of a Support Services and Update agreement, RDP will provide support services which are limited by the provisions below:

- This agreement covers all support related activities, including but not limited to phone conversations, emails, text messages, manuals, on-site training, remote internet based connections, letters, etc.
- RDP does not provide a guaranteed response time. RDP prioritizes support requests, addressing critical issues first. Most issues are fixed quickly, some take longer. RDP makes a "best efforts" attempt to address all issues quickly and correctly. RDP makes no warranty, express or implied, relative to advice and suggestions. Therefore, in no event will RDP be liable for resulting direct, indirect, incidental, or consequential damages. You are responsible for the consequences of the RDP suggested implementation.
- Issues directed to RDP support must be limited to the direct operation of the RDP product. While RDP allows reasonable latitude in the issues addressed, it is solely the right of RDP to determine which issues fall into the realm of the direct operation of RDP's products.
- The customer is allowed one primary and one secondary contact to initiate support services. For example, a new front desk employee cannot contact RDP support directly.

### **TERMINATION OF SUPPORT CONTRACT**

RDP reserves the right to terminate the support agreement at any time for any reason. If RDP terminates the support agreement you will be refunded any pre-paid amount on a pro-rated basis. However, should you elect to terminate this agreement, any pre-paid balance is forfeited to RDP as a retainer fee. This applies to both standard hours support and after hours support.

### **REMOTE ACCESS TO YOUR SYSTEM VIA INTERNET**

RDP uses the Internet to connect to your system as part of the support services. To maintain this support services agreement the customer must provide a high-speed internet connection and allow remote access to RDP support employees.

## **PASSWORD TO ADMINISTRATOR ACCOUNT**

RDP support often involves troubleshooting hardware and Microsoft security issues. RDP support may require the administrator password to any computers running RDP software

## **NON-TRANSFERABLE AGREEMENT**

The RDP Support Services & Update Agreement, along with the license to the RDP software, are non-transferable without payment of a license transfer fee to RDP. The amount of the fee varies based on many factors and is determined by RDP at the time of transfer.

## **BUSINESS SUPPORT HOURS , HOLIDAYS & AFTER-HOURS SUPPORT**

RDP support services are provided during business hours, excluding weekends and holidays. A current list of holidays is available at [www.resortdata.com](http://www.resortdata.com). Business hours are from 7:00 am to 6:00 pm, Mountain Standard Time. Business hours support is closed at 3:00 pm on Wednesdays for internal RDP training.

If a support services agreement is purchased, you may also purchase after-hours emergency support, available 365 days a year on a "per-call" basis. After-hours support is limited to issues of an "emergency nature". RDP allows considerable latitude when determining what an emergency is, however we do not want our after-hours support personnel working on a minor problem for one customer when another customer may have a critical issue to solve.

## **SUPPORT PRICE INCREASE FOR NEW MODULES & INTERFACES**

This support services agreement covers all RDP modules you have purchased. To view the installed modules start RDPWin and login. Then click the "modules" link in the navigation area, which shows the installed modules as well as other modules available for your system. If new modules are purchased the yearly support price may be increased.

- Fees start at \$1,000 each time any interfaces is changed to another provider. This includes, but is not limited to, interfaces to Credit Card Processors, Point-of-sale Vendors, PBX systems, etc.
- The price for support services may increase at the end of a given agreement.

## **PRODUCT UPDATES AVAILABLE FROM [WWW.RESORTDATA.COM](http://WWW.RESORTDATA.COM)**

The support services includes product updates with bug fixes, enhancements, product design changes, and new documentation for modules already purchased. While RDP attempts to preserve all existing features in product updates, some product updates may eliminate or change existing features. New products and modules announced by RDP are NOT included as part of the support services update process unless these new modules are purchased separately by the customer.

RDP maintains an extensive support website at <http://support.resortdata.com>. The information on the website is covered by the terms and conditions of this support services agreement. Documentation on new features and availability of product updates is posted on the website. Customers should review the website for notification of updates and other news. Valid support services agreement entitles customers to download product updates for purchased modules.