



TECHNOLOGY SUPPORT

Technology systems occasionally experience disruptions. We want to keep things simple and provide support if your system experiences any disruptions.

From proactively monitoring and fixing your system remotely, to enabling you to reset your own system. We have you covered.

EXPERIENCE OUR BENEFITS



**24 / 7
CUSTOMER
SUPPORT**



**REMOTE
SUPPORT**



**DISCOUNTED
SERVICE CALL
RATES**

WHAT WE CAN MONITOR

- Whether most of your network connected devices are up and running.
- Many connected Audio/Video devices and light switches (availability may vary depending on manufacturer).
- Internet up/down state and average upload/download speeds.

WHAT WE CAN'T MONITOR

- Quality of audio and video (a connected network media player may show as online, but the audio or video may still be experiencing issues).
- Different apps or services within connected network devices (i.e. Netflix not working or Pandora producing an error message within a functioning Apple TV or Sonos player).
- Home appliances, toilets, lamps, non-smart equipment or equipment that is not connected to the network.

YOUR YEARLY PLAN INCLUDES

SERVICE INCLUDES	NO PLAN	SILVER	GOLD	DIAMOND
Weekday E-mail Support (9am-5pm)	✓	✓	✓	✓
24/7/365 E-mail Support	☐	✓	✓	✓
Regular E-mail Support (Weekends & Nights) 24 Hour Response	✓	✓	✓	✓
24/7/365 Phone Support	☐	✓	✓	✓
Weekday Phone Support (Weekdays 9-5) 24 Hour Response	✓	✓	✓	✓
Pro-active Monitoring	☐	✓	✓	✓
Included On-Site Technical Support (Total Yearly Hours)	NO	NO	3	8
Maintenance Rack Cleaning (Yearly Visits)	NO	NO	1	2
Firmware Updates (Yearly Visits)	NO	NO	NO	1
On-Site Support - Weekdays (Per Hour)	\$255	\$180	\$165	\$140
On-Site Support - Weekends and Nights (Per Hour)	\$370	\$330	\$290	\$240
On-Site Support - National Holiday (Per Hour)	\$400	\$350	\$330	\$270
Priority Support	NO	Within 4 Days	Within 2 Days	Within 24 Hours
Remote Yearly Programming Updates	NO	NO	1	2
Labor Warranty (Weeks)	2	4	6	6
Loaner Equipment (If Available)	☐	☐	✓	✓
PRICE YEARLY	Free	\$600	\$1200	\$3600
PRICE MONTHLY	Free	\$54.99	\$109.99	\$329.99



PHONE SUPPORT

+1 855-8270437



E-MAIL SUPPORT

support247@maxiconusa.com



For either of these plans to be properly implemented, besides being an existing Maxicon customer, your system needs to have an OVRC-pro device and at least one (1) Wattbox installed on-site. Wattboxes allow for specific outlets to be reset. The more of these you have on-site, the more devices we will be able to remotely reboot.



Proactive Monitoring and Remote Repair

We'll proactively monitor your technology system and often times troubleshoot potential issues before they arise.



Reactive Remote Repair

Upon hearing from you, your system will be accessed remotely and oftentimes repaired without a service call.



24/7 Email, Text and Chat Support

We're available to communicate with you in whichever manner best fits your lifestyle.



24/7 Phone Support

Experience the convenience of a live answer by our knowledgeable technicians.



App Control

You'll get a mobile app enabling you to fix many of the common issues that technology systems experience.



Discounted Service Call Rates

We'll proactively monitor your technology system and oftentimes troubleshoot potential issues before they arise.

CUSTOMER INFORMATION

PROJECT NAME			
COMPANY / CLIENT NAME			
CONTACT (If Different than client)			
EMAIL			
PHONE 1		PHONE 2	
OTHER CONTACT INFORMATION			
PROJECT ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
BILLING ADDRESS (If Different)			
CITY		STATE	
ZIP CODE		COUNTRY	
AGREED BY (NAME)		TITLE	
SIGNATURE		DATE	
SELECT PLAN	<input type="checkbox"/> SILVER	<input type="checkbox"/> GOLD	<input type="checkbox"/> DIAMOND
LENGH OF TERM	INITIATION DATE		
FORM OF PAYMENT	DATE		

TERMS AND CONDITIONS

This is an agreement between MAXICON LLC & client listed above (hereinafter referred to as "Client, Customer, Subscriber or You"). Terms and Conditions contained on the reverse side of this agreement are incorporated herein by reference and customer acknowledges they have read and understand such terms and conditions. This Agreement is executed in Palm Beach County, Florida.

THE REMEDIES AND WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND REPLACE ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

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General Scope: Customer requests MAXICON LLC to provide ongoing service on products and services as defined within the MAXICON LLC Service Plan description. Any services offered over and above will be charged at the published MAXICON LLC Service Rates.

Commencement, Renewal, Terms, Termination. The initial term of this Agreement begins on the date listed on the signature line. Unless otherwise terminated in writing pursuant to its terms, this Agreement shall automatically renew for additional one (1) year terms (each an "Additional Term") with any Additional Term being terminated upon giving thirty (30) days prior written notice. Subscriber agrees to pay MAXICON LLC for services as selected above. MAXICON LLC reserves the right to change the service plan pricing and/or hourly rates upon 30 days written notice.

Termination for Breach. In the event of a material breach by Subscriber, including non-payment by Subscriber, or upon the expiration of termination of this Agreement, Subscriber agrees to pay MAXICON LLC all accrued charges incurred prior to the date of termination, together with all sums to which MAXICON LLC may be entitled by said breach. **Termination for Subscriber's Convenience.** Subscriber may terminate this Agreement at any time; provided, however, that Subscriber shall pay MAXICON LLC an amount equal to the remaining payment due in the Active Term ("Early Termination Fee") (e.g. if Subscriber terminates in month 9 Subscriber will pay an amount equal to the amount that would have been owed for months 10-12;) Subscriber acknowledges and agrees that the amount set forth in this section represent a reasonable estimation of MAXICON LLC's actual Damages resulting from Subscriber's early termination, and are an appropriate measure of liquidated damages and do not constitute a penalty. **Termination for MAXICON LLC's Convenience.** MAXICON LLC may terminate this agreement without penalty or liability at any time upon notice to Subscriber and Subscriber shall not be subject to the Early Termination Fee set forth in this Section.

Notification. Subscriber agrees to notify MAXICON LLC in writing immediately of any system changes that would affect the standard operation of the system being serviced.

Excusable Delays. MAXICON LLC shall not be in default by reason of failure in performance of its obligations under this contract, if such failure arises out of causes beyond its reasonable control and without the fault or negligent act or omission of MAXICON LLC. Such causes include, but are not limited to: acts of God, acts of the government in either its sovereign or contractual capacity, war, hurricanes, fires, floods, epidemics, quarantine restrictions, freight embargoes, or work stoppages. If performance is delayed over ninety 90 days, either customer or MAXICON LLC may terminate this contract.

Limitation of Liability. EXCEPT FOR A SPECIFIC BREACH OF THE CONTRACT, IN NO EVENT SHALL MAXICON LLC BE LIABLE TO CUSTOMER UNDER THIS CONTRACT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, MAXICON LLC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ANY WARRANTY THAT THE EQUIPMENT ARE FIT FOR ANY PARTICULAR PURPOSE AND FURTHER SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY. THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MAXICON LLC FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY RISE OUT OF OR ARE IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF THE EQUIPMENT. MAXICON LLC DOES NOT WARRANT ANY OF THE WORK PERFORMED ON CUSTOMER'S PROPERTY BY THIRD PARTY CONTRACTORS PRIOR TO OR AFTER THE COMPLETION OF THE SCOPE OF WORK PERFORMED BY MAXICON LLC. MAXICON LLC SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE WORK PERFORMED BY THIRD PARTY CONTRACTORS NOR FOR ANY ADVERSE IMPACT TO THE CUSTOMER'S PROPERTY.

TERMS AND CONDITIONS

Late Fee, Dishonored Checks and Other Instruments. MAXICON LLC may charge a late fee on any unpaid invoice up to the maximum amount allowable by law. MAXICON LLC will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse MAXICON LLC the fees of any collection's agency, which may be based on a percentage at a maximum of 35% of the debt, or the maximum amount permitted by law whichever is less, and all actual costs and expenses, including reasonable attorney's fees, MAXICON LLC incurs in such collections.

Disputes and Resolution; Choice of Law. If a dispute should arise between the Parties related in any manner to this contract or the Equipment, the parties agree that they will attempt in Good faith to resolve any controversy or claim by promptly conferring in negotiations between representatives of both parties who have authority to settle the controversy. The parties agree to exchange memoranda setting forth the issue(s) in dispute and that party's position thereon, and the name(s) and title(s) of the representatives of that party. If the matter is not resolved within thirty (30) days after one party initiates a request for a conference of the representatives, either party may initiate any proceedings, including litigation. The prevailing party in any litigation commenced under this contract shall be entitled to reimbursement of its reasonable attorney's fees and costs from the non-prevailing party. This contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or proceeding shall lie in Palm Beach County, Florida.

Assignability of Agreement. This agreement is not assignable by Subscriber without written consent of MAXICON LLC. MAXICON LLC shall have the right to assign this agreement or subcontract any of the services it may perform. There are no verbal understandings changing or modifying this agreement. The Subscriber has the right to request a paper copy of this agreement from MAXICON LLC at any time, at no charge. Such request may be made in writing or by contacting MAXICON LLC at 305-79-2679. The Subscriber may print a copy of this agreement before submitting it to MAXICON LLC. The Subscriber may also save this agreement in Adobe PDF format.

Entire contract; Modification; Waiver; Invalid Provisions. This contract and any Exhibits hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written or oral. Acceptance is limited to the terms hereof and no revision of or additions to this contract or any of its terms or conditions shall be effective unless agreed to in writing signed by MAXICON LLC's authorized representative. No waiver of any term or right in this contract shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision thereafter. If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

Rights, Remedies. In addition to contractual remedies, MAXICON LLC will have all rights and remedies as a secured creditor under the Florida Uniform Commercial Code, and all rights and remedies as a contractor, subcontractor and/or material man (as the facts dictate) under Chapter 713, Florida Statutes. All rights, options and remedies of MAXICON LLC in the contract, at law or in equity shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and MAXICON LLC shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for or allowed by law, whether or not stated in the contract.

NO WARRANTIES OR REPRESENTATIONS. Dealer does not represent or warrant that the monitoring and maintenance services will prevent any loss, damage or injury to persons or property. Customer acknowledges and agrees that Dealer is not an insurer and this is not an insurance contract. All Devices purchased by Customer are covered by the Device warranty provided by the Dealer to the Customer in writing. Dealer hereby disclaims any warranty of merchantability or fitness for a particular purpose. Dealer may subcontract its Services to an authorized third party provider of Services and Customer hereby consents to Dealer subcontracting its services.

Transfer. Dealer may transfer or assign this Agreement or engage in the use of subcontractors to provide the Services. Customer shall not assign this Agreement without the written consent of Dealer.

Privacy. In order to provide the Services, Dealer may collect information about you and your Devices. This information may include the model and serial numbers of the Devices, the names of the rooms where you have connected Devices, your zip code and time zone, and other information about the Devices and your configuration. By entering into this Agreement and utilizing the Devices, you are consenting to sharing this information with the Dealer. Dealer may share this personal information with third parties for the sole purpose of providing Services.

CLIENT INITIALS: _____

MAXICON INITIALS: _____

DATE: _____