



Remote Access Support Services Agreement

THIS REMOTE ACCESS SUPPORT SERVICES AGREEMENT ("Agreement") is between you (both the individual requesting support services and any other individual or entity on behalf of which such individual is acting) ("You" or "Your") and TSS Software ("TSS").

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON LOCATED ON THIS PAGE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, TSS WILL NOT PROVIDE YOU WITH REMOTE ACCESS SUPPORT SERVICES.

1. You acknowledge that you are requesting technical assistance from TSS relating to software programs provided by TSS (the "Software") via temporary remote access to Your system. You hereby grant TSS and its technical support personnel the right to access Your system via the internet for the purpose of providing You with technical assistance relating to the Software (including, without limitation, software installation, file uploads and downloads, and adjustments to settings).
2. You represent to TSS that You either (i) have entered into a support services agreement with TSS or (ii) are authorized to enter into this Agreement on behalf of an individual or entity that has entered into a support services agreement with TSS.
3. IN CONSIDERATION FOR THE PROVISION OF SUCH TECHNICAL ASSISTANCE BY TSS, YOU AGREE THAT TSS SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR SOFTWARE OR SYSTEM ARISING FROM OR RELATING TO ANY SERVICES PERFORMED BY TSS OR ITS TECHNICAL SUPPORT PERSONNEL THROUGH SUCH REMOTE ACCESS, AND YOU HEREBY RELEASE TSS AND ITS SUCCESSORS AND ASSIGNS FROM ANY CLAIM FOR ANY SUCH DAMAGES OR ALLEGED DAMAGES.
4. The Service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By accepting this Agreement, You automatically consent to such recordings. If You do not consent to the recording, do not accept the Agreement.
5. This Agreement is made and will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the choice-of-law provisions thereof.