



**snapwire**  
**SERVICE AGREEMENT**

Black Vault Technologies, L.P. (dba Snapwire), hereinafter referred to as “Snapwire”, and ABC Appraisal Company, located at 100 Main Street, Anytown, NY 10001, hereinafter referred to as “THE CLIENT”, agree to the following terms and conditions:

1. **WORK DESCRIPTION:** Snapwire shall perform the services and support (“THE SERVICES”), described below during the term of this Service Agreement. THE SERVICES will be performed under the technical authority and responsibility of Snapwire’s Customer Care Department, who agrees to be bound by the terms of this agreement. Snapwire’s Customer Care Department operates during the hours of 9:00am and 5:00pm Central Standard Time, Monday thru Friday (excluding Snapwire Holiday’s). THE SERVICES described will be supported ONLY during these core operating hours.
  - (a) **TECHNICAL SUPPORT SERVICE:** Technical Support includes any technical related issues regarding the installation and support of the Report Builder program and SQL Database schema. Technical Support DOES NOT include the technical support of ancillary programs which are not provided by Snapwire which includes but is not limited to: Microsoft Word, Microsoft Excel, Microsoft Windows, DeLorme Street Atlas USA, Microsoft Streets & Trips, Microsoft MapPoint, Argus, DataComp, CoStar, APEX, and WinSketch.
  - (b) **TRAINING SERVICE:** Training Service includes any scheduled one-on-one or group training with regards to the installation and use of the Report Builder and Bookmark Assistant programs. Training Service DOES NOT include the training with regards to the installation and/or use of ancillary programs which are not provided by Snapwire which includes but is not limited to: Microsoft Word, Microsoft Excel, Microsoft Windows, DeLorme Street Atlas USA, Microsoft Streets & Trips, Microsoft MapPoint, Argus, DataComp, CoStar, APEX, and WinSketch.
  - (c) **PROGRAM UPDATES AND UPGRADES:** Snapwire will supply THE CLIENT with any and all published updates and upgrades to the Report Builder and Bookmark Assistant programs during the term of this Service Agreement. An update or upgrade will be provided to you via: 1) the automatic update program included with the Report Builder program, 2) e-mail attachment, 3) e-mail with link to download, 4) or compact disk via regular mail.
2. **DELIVERABLES:** Snapwire shall deliver any supporting documents as of the results of THE SERVICES to THE CLIENT within 5 business days of THE SERVICES rendered. The parties agree that any new methods, techniques or inventions, whether or not patentable, developed by Snapwire to carry out THE SERVICES, are the property of Snapwire. The results of THE SERVICES will belong to THE CLIENT. Samples provided by THE CLIENT shall only be used within the scope of THE SERVICES requested.
3. **PAYMENT:** In consideration of Snapwire carrying out THE SERVICES, THE CLIENT shall pay Snapwire a fixed fee of \$600, which includes all direct and indirect costs for one full year of THE SERVICES provided by Snapwire. Payment shall be made as follows: i. \$150 to be made 90 days following the signing of this Service Agreement and ii. \$150 shall be made every 90 days thereafter; and paid by Visa, MasterCard, American Express, or check payable to Black Vault Technologies and addressed to Black Vault Technologies, 12708 Riata Vista Circle, Suite A-106, Austin, TX 78727. Snapwire reserves the right not to undertake any of THE SERVICES until the first payment is received.
4. **TERM AND TERMINATION:** This Service Agreement is in effect as of the date this agreement is signed. It will remain in effect for a minimum of one year and will renew automatically each year, unless written notice of termination is given by either THE CLIENT or Snapwire. Either party may terminate this agreement after the one year commitment has been met. If payment is not made by THE CLIENT during the one year commitment, Snapwire has the right to demand collection from THE CLIENT for the balance due. This agreement will remain in effect indefinitely and Snapwire will continue to bill THE CLIENT quarterly for THE SERVICES there after, unless written notice of termination is given by either party. Upon termination of this agreement, Snapwire is no longer required to fulfil any of THE SERVICES described in Section 1, 1(a), 1(b), and 1(c) above and THE CLIENT is longer held liable for payments as described in Section 2 above.

5. **TRADEMARKS AND NAMES:** THE CLIENT and Snapwire shall not use each other's name in any publicity unless prior authorization is obtained in writing from the other party.
6. **STANDARD OF PERFORMANCE:** Snapwire shall perform its duties under this agreement in good faith and in a competent, honest and diligent manner.
7. **INDEMNIFICATION:** Except where death or injury is directly caused by a negligent act or omission of Snapwire, THE CLIENT shall indemnify and hold harmless Snapwire, its directors, officers, owners, employees, contractors, and other representatives from any and all claims, actions, damages to persons or property. THE CLIENT shall in all circumstances be liable for damages attributable to faulty or deficient installation, testing, and/or use protocols, or misinterpretation or misuse of the results, as developed in the course of THE SERVICES.
8. **GOVERNING LAW:** This Agreement shall be governed by the laws in force in the State of Texas.

I, John Doe, agree to all of the above terms and conditions as set forth herein by my signature below.

**ABC Appraisal Company (THE CLIENT)**

\_\_\_\_\_  
John Doe

\_\_\_\_\_  
Date