



Order Form and Agreement relating to Act! Database Data Conversion & Data Submission ("Agreement")

By submitting this form, you agree to all of the terms and conditions of this Agreement between you and Act! LLC.

Contact Name: _____ Customer No. _____
Company Name: _____ Call ID: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ 2nd Phone: _____ Email Address: _____

Data Conversion Details:

Product and Version You are Using Now:	
Product and Version (if applicable) Converting to:	
Database Name:	
Last Known Admin User Name:	
Last Known Admin Password:	
List additional people we can contact or who can contact us regarding this data support. Include their phone numbers and contact email address:	

Service Charges

Professional Services for Database Conversion are ordered per hour, each Database conversion taking a minimum of one hour.

The database conversion service will not start until after initial payment is received. Please ensure you have provided valid payment details to a Swiftpage representative, and received confirmation of payment as well as a case number relating to your order.

Detailed Report of Issue

Provide a complete, detailed description of the problem(s) you are experiencing with converting your data from one version of Act! to a subsequent version. In order to thoroughly test or appropriately service your database please include all issue symptoms or error messages. Be as specific as possible when describing the problem(s). List steps you have taken that produce errors or issues and steps you have taken to correct the issues. Please attach copies of any applicable reports or screen shots.

(Please note that effective November 1, 2020, Act! LLC does not provide a database repair service for corrupt data in Act! databases.)

Submission of Data and Authorization

IMPORTANT: it is your responsibility to re-enter into the converted database any data you enter into your current database while your database is with Act! for a conversion service.

Please follow the steps below to upload a copy of your backup to our secure file transfer site. If you need assistance with getting your database or authorization forms to us, please contact us at actdbrepair@act.com.

Upload a copy of your database to a secure file hosting site and e-mail that download link to actdbrepair@act.com
For Dropbox or Google Drive users, share the file with actdbrepair@act.com. **Please do not attach your database to an email.**

Paperwork Submission: It is imperative that you submit the required authorization paperwork so that we can begin processing your data. Without the required authorization completed and signed in its entirety, the evaluation and/or repair of your data will be delayed until all required information is received.

Please e-mail a scanned copy to actdbrepair@act.com

Once your signed authorization has been received and processed, you will receive a confirmation email advising you that your data and paperwork have been received.

Status of Data Services: When requesting information on the status of the data services, please email your inquiries to actdbrepair@act.com.

BECAUSE OF THE COMPLEX NATURE OF DATA SERVICES, ACT! LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR DATA CAN OR WILL BE CONVERTED AND/OR WILL BE COMPLETED WITHIN THE TIMEFRAMES STATED. THUS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DATA SERVICED HEREUNDER IS PROVIDED "AS IS" AND YOU HEREBY WAIVE AND DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ACT! LLC DOES NOT WARRANT THAT THE DATA PROVIDED WILL BE ERROR FREE. IN NO EVENT SHALL ACT! LLC BE LIABLE FOR, AND YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY LAW, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY YOU ASSOCIATED WITH THIS AGREEMENT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF DATA, LOSS OF USE OF PRODUCTS, LOSSES DUE TO AN INABILITY TO ACCESS DATA OR SOFTWARE, LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE. THESE LIMITATIONS APPLY WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF ACT! LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT UNDER NO CIRCUMSTANCES SHALL THE CUMULATIVE LIABILITY OF ACT! LLC ASSOCIATED WITH THIS AGREEMENT EXCEED THE AMOUNT PAID PURSUANT TO THIS AGREEMENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN YOU AND ACT! LLC. ACT! LLC WOULD NOT HAVE BEEN ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

Data received under this Agreement will be kept confidential by Act! LLC and used only for the purposes of evaluation, recovery, repair, conversion, migration and/or testing purposes to better enhance our products. Original data and repaired data will be deleted from the Act! Data Services Department's systems two (2) weeks after the requested services have been completed. Any questions or issues must be reported to the Act! Data Services Department within two (2) week from the date your case has been completed and/or returned to you. Once your data has been removed from our systems we cannot reference the submitted or repaired data.

You agree to keep a full and complete additional backup copy of all the data you submit to Act! LLC. Any data suspected to contain computer viruses will be destroyed immediately upon receipt.

I have read the above and agree to all of the terms and conditions herein. I am the legal owner, representative, or otherwise have legitimate rights to use Act! and all data contained therein. I authorize Act! LLC to receive this media in order to carry out the services requested in this Agreement.

Company Name: _____

Signature: _____