

FAQ: 31023 WHAT ARE THE TERMS OF COMM ONE'S SOFTWARE MAINTENANCE AGREEMENT?

The information in this article applies to:
All Comm One Software

ANNUAL MAINTENANCE CONTRACT TERMS & CONDITIONS

The Annual Maintenance Agreement is to assist you with questions relating to the operation of any Comm One Software Product. Services are provided by telephone, modem, electronic mail, and fax. On-site services are not covered under this agreement and are billed at our standard hourly rate. Customized programming is also not covered under this agreement. Initially ninety (90) days of Free Technical Support is included with purchase of any Comm One Software Product. The Annual Maintenance Contract extends the 90 Day Period an additional 12 months. Subscribers are entitled to unlimited technical support during normal business hours. Annual maintenance contracts are renewable for subsequent periods. End Users not covered under contract will be charged the standard hourly rate of \$75 for technical support. Toll Charges are not included in this contract and any toll charges generated as a result of this contract will be billed back to you at cost.

SOFTWARE CUSTOMIZATION

Customized programming services are not covered by this agreement but are available for a fee of \$95/hour. This includes all modifications to screens or formats after the system has been installed. Written documentation for the system will be provided for all modifications. Modifications or enhancements are subject to the terms of the standard Comm One Software License Agreement.

ON-SITE SUPPORT SERVICES

On-Site Support services are not covered by this agreement but are charged at or standard hourly rates.

HARDWARE REQUIREMENTS

In order to receive Technical Support, you need to have some type of remote access software. Comm One Supports most of the widely used remote access software packages.

TERM & CONDITIONS

All hardware and software is delivered C.O.D. Upon approved credit, software is billed ½ down and ½ after delivery. Fees for training or support are due at time of service. All customized programming is due prior to installation. Customer agrees to pay any an all reasonable collection and or court fees associated with collecting amounts due on this sale. Any applicable sales taxes, other taxes, or any other fees or licenses required to do business in your city, county, state, or country will be billed in addition to the amounts due.

LICENSE AGREEMENT

All work done under this agreement is subject to the Comm One Software Agreement. The terms and conditions of this agreement supersede any other terms or conditions related to this proposal.

FEES, PERMITS & TAXES

Normally there are no local, county, state, or federal fees, permits or taxes required to do a software installation of this type. However, if any such fees, permits, or taxes are required on this project, the end-user, not Comm One, will be responsible for any additional costs associated with any such fees, permits or taxes. This contract does not cover such fees, permits, & taxes and they will be billed in addition to this contract.

PROJECT DELAYS

If you decide to supply your own hardware rather than purchasing hardware from Comm One, Comm One will not be responsible for ANY delays caused due to hardware configuration, software and hardware compatibility, or re-configuring hardware. If delays due to hardware cause additional travel or labor expenses, this contract does not include such costs and they will be billed in addition to this contract.

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