

## **FAQ: 31024 WHAT ARE COMM ONE'S STANDARD TERMS & CONDITIONS?**

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

### **PRICING**

All Pricing is good for 60 days from the date of the proposal.

### **CUSTOM PROGRAMMING**

Custom programming is not included with Technical Support, but is available for at an hourly rate. Programming is subject to the terms of Comm One's Software License Agreement.

### **FREE 90 DAYS OF PHONE SUPPORT**

Ninety (90) days of free phone support is included with every system. On-site support or telephone support past the 90 day period will be charged at our standard rate unless otherwise covered under an annual maintenance contract. On-site support or training outside of the Salt Lake City area will be billed for actual travel costs (mileage, airfare, hotel, rental car, per diem, etc.) and is due prior to time of service. Service charges will include travel time to and from the site.

### **ANNUAL MAINTENANCE AGREEMENT**

After the 90-days of free support has expired, additional support is available with the purchase of an Annual Maintenance Contract, or on a pay as you go basis. Sites not covered under contract will be charged the standard hourly rate. Fees for support not covered under an Annual Maintenance Agreement are due at time of service. Toll charges are not included in support fees and will be billed in addition to support charges.

### **MINIMUM HARDWARE REQUIREMENTS**

The minimum system requirements are:

1. Pentium PC, Windows 98, ME, XP, NT, 2000, or 2003
2. 32MB RAM / 1GB MB Hard Drive Minimum
3. VGA Color Monitor
4. Laser Printer Recommended)
5. pcANYWHERE or other Remote access software
6. Modem or IP Connection for remote support
7. Phone System with SMDR Option.

COMPUTER HARDWARE IS REQUIRED BUT IS NOT AUTOMATICALLY INCLUDED IN PRICING. YOU MAY PROVIDE YOUR OWN HARDWARE IF IT MEETS THE HARDWARE REQUIREMENTS.

In order to make the installation go as smoothly as possible, all systems are installed remotely prior to going on site for installation or training. This enables Comm One to verify that the hardware is in place and that it meets the minimum requirements. If hardware problems exist, they can then be corrected prior to a technician going onsite. Comm One is also willing to pre-load software on a purchased or client provided PC so that it can be shipped pre-installed. This also eliminates the problem of going onsite prior to the hardware being ready. If the Dealer and/or End User decides to

provide Computer Hardware, the hardware needs to be installed and ready to load at least 2-weeks prior to the system installation date. This allows Comm One to verify the hardware prior to installation. If vendor provided hardware is not in place 2-weeks prior to installation, Comm One reserves the right to delay the installation.

## **PAYMENT TERMS**

Fees for travel, installation and memory buffer boxes are due prior to installation. All other hardware is delivered C.O.D. Software is normally billed at Net 30 days subject to credit approval. Fees for support are due at time of service. All fees for customized programming are due prior to installation. Customer agrees to pay any and all reasonable collection and or court fees associated with collecting amounts due on this sale. Any applicable sales or other taxes are the responsibility of the customer. Hardware and software returns are subject to a 20% restocking fee.

## **LICENSE AGREEMENT**

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

## **FEES, PERMITS, TAXES, LICENSE AGREEMENT**

Normally there are no local, county, state or federal fees, permits, or taxes required to do a software installation of this type. If any 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.

Comm One Technical Support  
12723 Whisper Creek Cove  
Draper, UT 84020  
801-523-9797  
support@commone.com

Last Reviewed: 04/27/2005  
FAQ #31024

FAQ: 31024	Date: 06/10/2003 Keywords: TERMS AND CONDITIONS File: <a href="\\orders\faq\faq31024.doc">\\orders\faq\faq31024.doc</a>
------------	---