

# CATERWARE™ / CATERPLUS™ Support Agreement & Payment Authorization Form

\*\*\* SUPPORT SERVICES WILL NOT BE PROVIDED WITHOUT THIS AUTHORIZATION \*\*\*

**Print, Complete and Fax all pages to 614-488-8931**

CATERWARE INC, an Ohio Corporation (“Company”), hereby agrees to provide support services, for the specified term listed below, to the named registered customer (“Customer”) listed below, for the software listed herein (“The Software”) in accordance with the terms and conditions hereinafter set forth.

Customer Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Installation Site \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Software Version / Edition \_\_\_\_\_ Number of Licenses \_\_\_\_\_

## I. SOFTWARE SUPPORT TERMS AND CONDITIONS

Company further agrees to provide and the Customer accepts and agrees to pay for Software Support Service on the terms and conditions herein set forth. AT PRICES THEN IN EFFECT. Company agrees to provide support services during weekdays at hours listed herein. Continuing support to customers and non-customers alike is available only via subscription, payable by credit card monthly or annually. Additional charges may apply to weekend, after-hours and certain requests.

## II. FURTHER TERMS AND CONDITIONS APPLICABLE TO SUPPORT AGREEMENT.

1. **Terms.** This agreement shall not be binding until accepted in writing by an authorized officer of Customer. Terms of payment are herein above set forth. Company’s obligation to deliver the Software Support shall be subject to the credit authorization form so provided.
2. **Software Support Service.** Shall consist of the following:
  - a) **Services to be Provided.** Phone and or Email communications to resolve Software operational problems or maintenance, provided that the call is not the result of the Customer violating any of the provisions of Section II(3).

- b) **Continuation of Software Support Service.** The provisions of this Agreement will be automatically renewed for as long as Customer continues to request services provided under this agreement. Requests for cancellation of subscriptions must be in writing. Cancelled subscriptions are subject to a penalty equal to two months’ subscription fee.
- c) **Adjustments in Price.** Company shall provide Customer with thirty (30) days advance notice of any increase in Company’s standard Software Support Service fees by posting such changes on Company’s website Support pages.

### 3. Special Conditions Applicable to Software Support Service.

Company’s Software Support Service obligation hereunder shall be subject to the following limitations:

- a) Company shall have no obligation to repair or service any hardware whatsoever, and additionally shall have no obligation to repair or correct:
  - Issues resulting from the use of a non-supported Operating Systems
  - Damage or data loss arising from network failure, misuse, negligence, alteration, improper electrical wiring, improper I/O wiring, or failure to secure daily and weekly backups.
  - Damage or data loss resulting from failure to provide a suitable installation environment as advised by qualified Company support personnel.

- Damage resulting from hard drive or CPU failure or damage resulting from 'Malware' or Viruses.
- Damage or dysfunction resulting from installation, uninstallation, or use of other software applications.
- Damage as a result of manipulating system files required for use of the Software.
- Damage or data loss as a result of opening or manipulating the data using any application other than the Software.
- Issues other than functionality inherent to the Software and the purposeful design or intent of the Software.

- (b) Company reserves to right to cancel service without notice to customers who have refused service payments, are past due on account, or otherwise owe Company.
- (c) Company shall not be required to provide work external to the Software.
- (d) Service shall be rendered at follows:

Weekdays: Monday-Friday 9am-5pm, EST

**Weekend, holiday, urgent response, or after-hours service is subject to additional fees.**

- (e) Company shall have no obligation whatsoever to repair or service damage caused in whole or in part by catastrophe, improper or unauthorized use of the Software, or any modifications thereto by the user without prior approval of Company, or by causes external to the Software.
- (f) Customer must maintain a functional Internet connection during business hours for any on-line support. **This connection should be operating prior to any calls for service.** Failure to comply to this requirement may result in extra charges being applied to our standard rates if a Company support technician is unable to connect to the Customer's PC.
- (g) Customer must make sufficient daily, weekly and monthly backups to CD, network drive, tape or removable media and instruct employees in the proper use of the backup Software.

**4. Limitation of Liability.** Customer agrees that Company shall not in any event be liable to Customer for lost profits or special, consequential, or exemplary damages, under any circumstances, arising from this Agreement, the Software, or Company's negligence, or otherwise, and Company shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to acts of God or the public enemy, acts of government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts,

freight embargoes, inclement weather, errors or defects in the data supplied by Customer, or any other case or condition beyond Company's reasonable control.

- 5. Limitation of Remedy.** Upon any failure of the Software to operate, or should Company fail to perform any of its obligations herein (including Software Support Service obligations), Customer's sole and exclusive remedy shall be Company's replacement of the software installation file and media on which the original software is placed, and in lieu of any and all other warranties or rights, Company disclaims and Customer waives any and all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for particular purpose, arising by operation of law or otherwise. Any implied warranties imposed by operation of law are to be coextensive with the express warranties contained herein.
- 6. General.** In the event the Software is sold or moved out of the service site area defined herein, Company shall have the right to cancel the Software Support Services.

The waiver by Company of a breach of any provision of the Agreement by the Customer shall not operate or be construed as a waiver of any subsequent breach by the Customer.

This Agreement may not be assigned or transferred by Customer without written consent of Company.

This Agreement has been entered into, and shall be governed and construed under the laws of the State of Ohio.

This Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and shall not be modified except in writing signed by the parties hereto.

No representation or statement not expressly contained in this Agreement or incorporated herein by reference shall be binding upon Company as a warranty or otherwise.

Customer acknowledges that it has read the Agreement, understands it, and agrees to all terms and conditions herein.

CREDIT CARD PAYMENT AUTHORIZATION FORM

\*\*\*COMPLETE ALL SPACES AND RETURN VIA FAX TO 614-488-8931\*\*\*

Business Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

( ) Mastercard ( ) Visa ( ) AMEX ( ) Discover

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_

Card Holder Name \_\_\_\_\_

Card Holder Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PLEASE SELECT PAYMENT OPTION:

- CREDIT CARD: I Authorize Company to charge my credit card for support, training, or custom document services as outlined below, or any license fees if additional user licenses are requested**
- CHECK: Please invoice me for a one-year support subscription**

Signature \_\_\_\_\_ Date \_\_\_\_\_

***MONTHLY SUPPORT FEE: \$39/month***  
***NETWORKS ADD: \$15/month for each additional user license***

**Custom Reports Custom Document Services (Crystal Version 8.0/8.5): \$75/hr**  
**Phone Training: \$75/hr (by appointment only)**

- ***ALL SUPPORT OPTIONS REQUIRE BROADBAND INTERNET CONNECTION ON ANY CUSTOMER PC REQUIRING SUPPORT.***
- ***SURCHARGES MAY APPLY FOR SUPPORT SERVICES DURING NON-BUSINESS HOURS.***
- ***MONTHLY SUPPORT DOES NOT INCLUDE CUSTOM DOCUMENT SERVICES OR TRAINING***
- ***CUSTOMER MUST ENABLE REMOTE SUPPORT ACCESS THROUGH WINDOWS OR THIRD-PARTY SOFTWARE SUCH AS GoToMyPC.com®***

GoToMyPC is a registered trademark of Citrix Online)