



Kaomso

www.kaomso.com

Kaomso Help Desk Support

Terms and Conditions

Modified September 14, 2005

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Service

The Kaomso Help Desk Support—from here on may be simply called Help Desk, is available in two forms.

Option 1

One option is for the term of one year and covers an unlimited number of phone calls and email support in the areas defined in the “Covered Items” section.

Option 2

Support may also be had on a “per-incident” basis and covers the same items as “Option one” as defined in the “Covered Items” section.

Covered Items

1. Installation of Kaomso applications (software).
2. Configuration of Kaomso applications (software).
3. General questions concerning Kaomso supported (perhaps recommended) technologies.

Pricing

Help Desk Support, Option 1	\$2,500 / year
Help Desk Support, Option 2	\$85 / incident

Resolution

A ticket is considered closed and support to have been provided when a reasonable solution has been presented. A reasonable solution is considered to be a situation whereby at least one of the following conditions is met:

- A direct fix to the support issue is made.
- A workaround is presented that poses no additional cost either in monetary or time value.
- An update to a newer version of software addresses the support issue.

This may require an update to software not produced by Kaomso and may incur additional cost outside the control of Kaomso.

- The applied use of the software title falls outside the scope of use for the program.

See the “Deliverables” section for more on this.

Modifications

Kaomso reserves the right to modify these Terms and Conditions at any time, without notice, and without inherently voiding the Terms and Conditions acceptance. In the event that changes are made the revised Terms and Conditions document will be made freely available from authorized sources. In the event that a change is made from a previously accepted Terms and Conditions document, parties affected by the accepted Terms and Conditions external to Kaomso may terminate the acceptance and the related service governed by the previous Terms and Conditions acceptance will be ceased immediately.

In the event that a service is terminate due to the revocation of acceptance of the Terms and Conditions due to a modification, Kaomso makes no guarantee that collected fees will be refunded.

Confidentiality

At no point will Kaomso report the involvement to third parties or with other employees or individuals related to the company that owns the Kaomso support. However, Kaomso reserves the right to document—and most typically will, any issues reported to the Help Desk. Similarly, each case may be archived in the Kaomso Knowledge Base. In the event that a ticket is recorded and viewable in a public forum anonymity will be assured to involved parties.

Deliverables

Kaomso is not bound by any guarantee of time for delivering a solution. Kaomso can only deliver solutions to problems where the related software is being employed within the scope of use for the software. Documentation for the software will typically identify what that scope is.

The Kaomso Help Desk support does not extend to software or other products not offered by Kaomso and only applies to services rendered by Kaomso so long as the trouble can not be traced to another vendor’s products or serves.

Kaomso reserves the right to determine the method the deliverable is delivered with. Typical forms will be either phone or email. There is no guarantee that a ticket opened using one form of communication will be resolved using the same method. Possible methods of communication or resolution are:

- phone
- email
- parcel (CD-ROM/DVD-ROM)

Endorsements

The Terms and Conditions allows support tickets to be opened by no more than two representatives authorized to report issues by the purchasing party. Endorsements must be made by the two representatives as well as the authorizing party for the support purchase, even if the purchaser is a named representative.

Kaomso places no preference for one representative over the other and both are placed in equal standing with Kaomso as far as priority.

Representative

Name:

Signature:

Date:

Representative

Name:

Signature:

Date:

Purchaser

Name:

Signature:

Date:
