

SUPPORT TERMS AND CONDITIONS

General Information

Compro offers a selection of maintenance plans designed to meet the growing demands of today's customers. In addition to standard package offerings, any standard service program can be custom-tailored to meet unique requirements.

For standard programs, the rate is determined by the equipment configuration and proximity to a Compro Service Office location. Rates apply to coverage during the Principal Period of Maintenance (PPM), which is 8:00 AM through 5:00 PM, Monday through Friday, excluding holidays.

Support plans are available at fixed monthly rates to simplify budgeting. The minimum period of performance is one year.

TeleDiagnostic Modules (TDM's) supplied as part of a hardware support contract are Compro property and must be returned to Compro upon contract expiration.

Other Services

Expedited Parts Shipping

Compro offers expedited parts shipping services to approved customers to meet mission-critical demands. Additional fees apply.

Installation / De-installation

Maintenance contract service coverage does not include customer requested deinstallation or reinstallation of equipment. These services will be performed at time and material rates. If a firm fixed price is required, installation will be Home Office Quote.

Senior Consultant Support

For complex and advanced support, Compro offers engineering-level Senior Consultant Support, delivered by a highly experienced Senior



Principal Engineer or Project Manager at the below rates:

	Phone/Remote Support		On Site Support	
Time Period	PPM	>PPM	PPM	>PPM
Hourly Rate	\$179	\$268	\$372	\$372

Per Call Services - Time and Material (Hardware and Software)

For services requested which are not covered by maintenance contract, standard per-call service charges will apply.

	Phone/Remote Support	On Site Support	Comments
During PPM	\$165	\$220	2 hour minimum
Ext. Hours (>PPM)	\$248	\$303	3 hour minimum
Sat/Sun/Holidays	\$248	\$303	3 hour

On site labor charges will include travel time, portal to portal. Labor charges are billed at ½ hour minimum increments. Fractional hours are rounded to the nearest half hour.

All remote support hours will be billed as follows:

- 1. Each new support incident will consume two hours minimum.
- 2. Each single incoming telephone call in support of an existing incident will consume a minimum of $\frac{1}{2}$ hour. Time spent on the phone over $\frac{1}{2}$ hour will be rounded up to the nearest $\frac{1}{2}$ hour.
- 3. Other activities to research or support any existing incident (e.g., responding to email, remote dial-in, problem research, problem replication and debugging) will be consumed at ½ hour increments, rounded up to the nearest ½ hour.
- 4. Time will be logged to account for usage.

Minimum Service Calls

The following minimum hourly charges apply to all on site calls at the given distance from the nearest Compro service center:

Distance	Minimum Hours Charged		
0-50 miles	2 hours		
51-100 miles	4 hours		
Over 100 miles	6 hours		



Expenses

The following expenses may apply when services are delivered outside 50 miles from the nearest Compro service center. Rates are for the continental US only. For international rates, call your Compro representative.

Expense	Rate
Private Auto	\$0.85 per mile
Auto Rental	\$90 per day
Per-Diem	\$176 per day
Commercial Transport	Charges at cost

Travel Distance Surcharge

The following surcharges apply to standard support contracts that include onsite support. Distance is from the nearest Compro service center.

Distance	Monthly Surcharge
51-100 miles	\$150
101-150 miles	\$250
151-200 miles	\$350
201-250 miles	\$550
251-300 miles	\$650
301-350 miles	\$750
>350 miles	Home Office Quote

Mileage Policy

All references to travel distance, as applied to service support price surcharges, will be measured using the shortest driving distance from the supporting Compro service center to the customer's site.

Resident or Site-Based Option

Resident or Site-Based personnel are available for maintenance agreement customers through the appropriate Compro Sales Representative. Pricing is Home Office Quote.



Extended Service Coverage

Customers located within 50 miles from a Compro service center may extend the Principal Period of Maintenance (PPM) on a monthly basis. The extension must be contiguous with the PPM. The coverage may be exercised or modified upon 60 days prior written request. Pricing is based on a percentage of the monthly maintenance rate (MMR).

	8 Hours	16 Hours	24 Hours
5 Days	N/A	25% of MMR \$2,000 minimum	35% of MMR \$3,000 minimum
6 Days	10% of MMR \$2,000 minimum	30% of MMR \$3,000 minimum	40% of MMR \$4,000 minimum
7 Days	20% of MMR \$2,000 minimum	40% of MMR \$4,000 minimum	50% of MMR \$5,000 minimum

Holidays will be included at no additional charge for customers contracting for 7 days per week coverage.

Time and Materials Standby Service

Standby repair service may be required by Compro Time and Material customers for job operations performed during or after regular business hours. Time and Materials Standby Service is available on a per-request basis with advance prepayment. Home office approval is required.

All customers must give notice of their request for Standby Service to the Customer Support Center (800-936-2673) as follows:

Weekdays: One week advance notice
Saturday, Sunday or Holidays: Thirty day advance notice

	Standby Charge Per 8-hours	Hourly Call-In Rate	Minimum Call-In Hours Charged
Monday to Friday 5AM to 8PM	\$165	\$165	3 Hours
Monday to Friday 5PM to 8AM	\$248	\$248	3 Hours
Saturday or Sunday	\$372	\$372	3 Hour



The Call-In Service Charge is added to the Standby Charge when service is required. If onsite support is required, additional hourly charges will include labor and travel time, portal to portal, with minimum half-hour increments, priced at list Time and Material rates. Standby service is non-discountable.

Discounts

Discounts may be available to select customers. Discount schedules are evaluated and offered on an individual Home-Office-Quote (HOQ) basis.

Sub-Annual Support Surcharge

Support contracts with durations of less than one year will be subject to a surcharge per the following schedule:

Month to Month: 15% surcharge
Quarterly: 10% surcharge
Semi-Annually: 5% surcharge

Sub-annual support contracts require home-office approval. Other sub-annual support periods will be quoted individually.

Payment Terms

Minimum On Site Support Charge

The minimum annual charge for onsite support from Compro is \$6,000 per site within a designated support area. An additional charge may be applied for services outside a 50 mile radius of a service area. This minimum charge applies to PHS and SHS programs and is exclusive of any applicable discounts.

Credit Card Orders

All payments made with credit cards will be subject to a 5% surcharge for fees and administrative costs.

Due Date

Payment terms are net 30 days from the date of invoice. Maintenance charges will be billed monthly in advance or annually in advance as appropriate. All other charges will be invoiced upon completion of the service.

Late Payment

Maintenance charges which are not paid when due shall be subject to interest at one and



one half percent (1 $\frac{1}{2}$ %) per month, but not in excess of the lawful maximum, on the unpaid balance. If charges remain unpaid, the cost and expense of collection, including reasonable attorney's fees, will be due and payable. Compro reserves the right to discontinue service if charges remain unpaid.

Cancellation Charge

After the initial commitment period (one year, unless stated otherwise), Compro must have 90 days prior written notice before terminating a service

agreement.

Taxes

Prices contained herein are exclusive of any sales or use taxes. Such taxes, if applicable, will be charged to the customer. Customers claiming tax exempt status shall provide Compro with all appropriate exemption certificates.

Warranty

Except for new products that are warranted for one (1) year from the date of shipment, all repaired, exchanged and time and material parts are warranted for one hundred and twenty (120) calendar days from the date of repair, excluding labor.

Shipping

Shipping charges to a Compro service office location are the responsibility of the customer.

Compro Service Office Locations

All on site labor pricing for both support contract service coverage and time and material customers are for services conducted within the standard service area of 50 miles from a Compro service location.

Compro Corporate Headquarters

105 East Drive, Melbourne, Florida U.S.A. 32904



Annual Support Contract Cancellation Policy

Requirements

- All annual support contracts require 90-day written notice, signed by an authorized customer representative.
- Cancellation notification must be delivered to Compro via postal service or fax. Email is not acceptable.
- Cancellation effective date must be 90 days prior to the period-of-performance end date.
- Multi-year contract cancellation will be addressed on an individual basis.

Cancellation fee for materials-only support contracts

(e.g., Repair/Exchange, SUS, Configuration Management)

All applied discounts will be rescinded retroactively from the starting period-ofperformance date and shall be payable in full on the cancellation date.

Cancellation fee for contracts with support labor

(e.g., TSS, SSS, PSS, RHS, PHS, MHS, CLDS)

The cancellation fee is calculated as follows:

- Cancelled Days = (period-of-performance end date) (cancellation date)
- Cancelled Daily Rate = (annual NON-discounted rate) / 365
- Cancellation Fee = ((Cancelled Days) x (Cancelled Daily Rate)) x 50%
- The cancellation fee shall be payable in full on the cancellation date.

Model Number and Ordering Information

All Compro products are identified by unique model numbers. Service program model numbers are the same as product model numbers with the addition of a two-digit prefix. The first digit of this prefix denotes a Customer Service product (F) and the second digit denotes the type of service (i.e., Premier, Standard, SUS, etc.). The breakdown of these prefixes are as follows:



- FL = Premier Hardware Support (PHS)
- FD = Standard Hardware Support (SHS)
- FU = Software Update Service (SUS)
- FP = Premier Software Support (PSS)
- FS = Standard Software Support (SSS)
- FR = Remote Hardware Support (RHS)
- FM = Mature Software Support (MSS)
- ES = Total System Support (TSS)

NOTE: All 91 Series computer systems bundle the operating system and other software products with the system price. As a result, there is a separate price for hardware and software maintenance. The software maintenance price will appear in the software section and the hardware maintenance price will appear in the hardware section of the Customer Services Price List. The base part number will remain the same, but the service two-digit prefix will change.

All contract maintenance service pricing is represented in Monthly Maintenance Rate (MMR) dollars, except Software Update Service (SUS) and Mature Software Support (MSS) which are represented in Annual Support Rate (ASR) dollars.