



[WWW.Viable-Solutions.com](http://WWW.Viable-Solutions.com)

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(407)249-9600

(800)6-SYSMAN

## **Viable Solutions, Inc. Terms and Conditions**

(Legal Disclaimer)

Although we at Viable Solutions, Inc. Take great pride in the quality of service and rapport we have established and delivered to our customers throughout our history, the ultimate responsibility for any system belongs with those directly charged by the controlling entity with maintaining it. Our role is to provide support, guidance, direction, and assistance when and where desired. Due to the nature of the materials involved and the multitude of influences both direct and indirect that can cause issues, we can not provide guarantees. We will ALWAYS make our best efforts to deliver positive outcomes and avoid negative occurrences. However, the final responsibility lies with you, the customer. For that reason, and despite the fact that we have never had an incident that invoked these concerns, we issue the following disclaimer which governs **ALL** Viable Solutions, Inc. Related activities.

### **Disclaimer and Limitation of Liability**

Requesting, Considering, Using or Accessing any Service(s) and/or Implementing, Installing, or in any way acting upon or with advice, suggestions, proposals, information, software, hardware, and/or any materials acquired or received from Viable Solutions, Inc. is done so at your own risk and under your own responsibility and authority. Viable Solutions, Inc. is in no way responsible or liable for any damage, loss of data regardless of where it is located or stored or how it is accessed, loss of materials, loss of money, or any negative or undesirable out comes or results of any kind, and is to be held completely harmless in all instances. As appropriate, it is the customer's responsibility to maintain their own independent security and recovery methodologies and to supervise and authorize all activities. This includes but is not limited to events where Viable Solutions, Inc. personnel perform and/or fail to perform actual tasks and/or related activities either locally or via remote access.

All Information and/or Suggestions by Viable Solutions, Inc. are to be implemented at your own risk under your own discretion and authority. Viable Solutions, Inc. shall not be liable in any way and shall be held harmless.

Viable Solutions, Inc. **DOES NOT IN ANY WAY** take responsibility for the flow of communication, messages, or information to or from any customer, potential customer, or other entity. Viable Solutions, Inc. does not guarantee any specific, anticipated, expected, or desired outcome. Viable Solutions, Inc. Is in no way liable for monetary or other damages as a result of subscribing to, using, implementing, attempting, failure to access, lack of availability, and/or testing any Viable Solutions, Inc. material(s), suggestion(s), or service(s), including but not limited to support, sales, consultation, message delivery, message scanning, faxing, device synchronization, electronic mail access, file storage, file synchronization, backup, disaster recovery storage, access, or availability, virtual office, teaming, conferencing, etc.

All services, sales, and/or activities related to or resulting from any and all direct or indirect contact or communication with Viable Solutions, Inc. are considered to be conducted in accordance with these published Terms and Conditions (located at [www.viable-solutions.com](http://www.viable-solutions.com)), specifically including this Disclaimer.

**The SOLE REMEDY for ANY failures, inadequacies, lack of availability, incorrect information, loss of data or material, or other negatively perceived result shall be to discontinue the service and/or relationship with Viable Solutions, Inc.**

Information contained herein is subject to change without notice at any time.  
Viable Solutions, Inc. has sole discretion as to the applicability of any or all aspects of this content.



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## **Viable Solutions, Inc. Terms and Conditions**

(Privacy and Security Policy)

### **We Don't Sell Information:**

Viable Solutions, Inc. does not sell any information regarding clients, customers, or subscribers (herein after known as Client ).

### **We Don't Give Out Your Information:**

Viable Solutions, Inc. does not provide any information relating to a Client to any organization not specifically and directly involved with the performance of our agreed upon duties to said Client.

### **We Don't Access Your Data:**

Viable Solutions, Inc. does not access the data of any Client participating in any Hosted, Delivered, or Other Service unless specifically directed to do so by the Client.

### **We Protect the Physical Location of our Equipment that Houses Your Data:**

Viable Solutions, Inc. Does not allow any unauthorized physical access to equipment where Client data or information is stored. These areas are protected by Biometric and physical security measures.

### **We Use Advanced Enterprise Level Automated Security Solutions to Prevent Unauthorized Access:**

Viable Solutions, Inc. implements and maintains reasonable technological safeguards to prevent unauthorized access. These include but are not limited to firewall services (certified by ICSA Labs), IPsec-based VPN services, NICI encryption, and an FIPS-140 validated encryption engine. We also use multiple layers of technologies to thwart the efforts of Hackers, SPAMMERS, and the delivery or propagation of Viruses.



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## **Viable Solutions, Inc. Terms and Conditions**

(Operating Terms and Conditions for Programs & Services)

After receipt of payment or compliance with negotiated terms, a client becomes a subscriber. Subscribers are eligible to participate in programs in accordance with the benefits appropriate to the level service purchased. Eligibility extends for a period of One (1) Year commencing on the first day of the month of enrollment unless otherwise specified in advance. No components or Services related to an existing or former Agreement shall carry over to a subsequent Agreement unless specifically authorized by Viable Solutions, Inc. in writing, in advance. Agreements are available, and callers are authorized, on a per product, per location basis. Access to Viable Solutions, Inc. services is provided to a limited number of authorized individuals representing an organization. The initial number of authorized individuals is dependant upon the selected service and service level. Additional authorizations may be available for purchase.

### **Terms:**

There are certain factors that influence the amount of support a customer is likely to need during their agreement term. Viable Solutions, Inc. has identified a number of factors that we use as indicators to help keep our programs cost effective, yet profitable. Some of those factors include but are not limited to:

#### **Base Cost**

There is a Base Cost for each support offering. The Base Cost covers the cost of service terms at the desired support level.

#### **Users Based License Costs**

The number of users in the environment for the designated product may be calculated and would then result in a fee.

#### **Location Cost**

The number of locations that impact the designated product may be calculated and would then result in a fee.

#### **Authorized and Additional Caller PID Transfers and Rules**

Viable Solutions, Inc. will only effect a PID transfer at the request of a recognized authority. Sharing or transferring the PID without the consent of Viable Solutions, Inc. is prohibited and may result in the disqualification of that PID, thereby reducing the total number of authorized callers for the remainder of the agreement term. Temporary redistribution due to the unavailability of an Authorized or Additional caller will be accepted on a case by case basis.

#### **Late Payment Terms**

Failure to make payment in full in accordance with your terms and scheduled due date may result in an additional finance charge of at least 15% of the total amount as determined by Viable Solutions, Inc. based on payment history or risk evaluation. This finance charge will always be calculated based on the full amount of the invoice and will be compounded for every 15 days beyond the original due date for as long as the full amount remains unpaid.



## **Viable Solutions, Inc. Terms and Conditions**

### **Conditions:**

#### Scope of Coverage

Viable Solutions, Inc. Service Agents will respond to questions regarding the features and the functioning of the designated products. It is not the responsibility of the agent to create or deliver forms, applications, documents or customizations such as macros, menus, batch files, directory objects, or product configuration objects for the caller or client, although assistance in these areas may be provided. These services may be available from Viable Solutions, Inc. under a separate consulting agreement.

#### Definition of Dedicated Days

A Dedicated Day is one where one or more members of Viable Solutions, Inc. staff is scheduled to perform a task(s) for a particular organization, and it is anticipated the task(s) will take between zero (0) and ten (10) hours. If the task takes more than 10 hours, the differential time is calculated based on an eight (8) hour day. Differential time may be compensated for by debiting additional Dedicated Days or through monetary means based on per diem rates and appropriate discounts as they may apply to an eight (8) hour day. The method of compensation for differential time is at the sole discretion of Viable Solutions, Inc.

#### Expenses

The customer is responsible for related and applicable expense such as Travel, Parking, Fuel, Tolls, Food, Lodging, etc. Viable Solutions, Inc. does not itemize or present receipts for expenses. When charging for expenses is applicable, an amount determined to cover expenses are calculated by Viable Solutions, Inc. and presented to the customer in advance- whenever possible. Expenses are non-negotiable and not discountable. Unless otherwise arranged, expense payments are due in advance of rendering services.

#### 24x7 Support Options

Viable Solutions, Inc. Support is potentially available 24 hours a day 7 days a week. This is achieved through the following programs and parameters.

##### 1. Pre-Arranged off-hours support.

###### a. Dedicate a Technician- Daily Rate

If the customer wants a Viable Solutions, Inc. technician to be available and waiting or involved during an off hours procedure, the customer must notify Viable Solutions, Inc. at least 24 hours in advance. We will do our best to accommodate the situation and establish the details with the customer. The cost of this service is the standard daily rate, including any entitled discounts based on the level of support.

###### b. Be Aware that Calls may come- No Charge for 1st hour then Daily Rate

If the customer wants a Viable Solutions, Inc. technician to be aware that an off hours procedure is to be performed, the customer must notify Viable Solutions, Inc. at least 24 hours in advance. We will do our best to accommodate the situation and establish the details with the customer. There is no charge for this service, provided the time required to respond to support calls during this procedure does not equal or exceed One (1) hour. If more than One (1) hour of support is required, the cost of this service shall be calculated in accordance with the standard daily rate, including any entitled discounts based on the level of support.

##### 2. Unscheduled Off-Hours Emergency Assistance

If a problem arises that requires assistance unexpectedly during off hours, Unscheduled Emergency Support is available. It is accessed by calling the regular support number during Off-Hours, and entering the option numbers identified by the Auto-Attendant. After you leave the appropriate details, an on-call technician will be paged. There is a premium cost for this service that is explained by the Auto-Attendant. The caller must be authorized to spend the identified amount in order to use this service. This service is billed with a 1 hour minimum, and then in 1/4 hour increments.

##### 3. Voice-Mail, Electronic-Mail, and Web Site Assistance

At any time, a customer may leave a Voice-Mail or send an Electronic-Mail request for assistance. These will be responded to as soon as possible. Our Web Site is also available and may contain pertinent information. You can access this information via the Internet at [www.viable-solutions.com](http://www.viable-solutions.com). There is no additional charge for using these services.



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## **Viable Solutions, Inc. Terms and Conditions**

### **Hosted and/or Delivered Services**

Viable Solutions, Inc. may provide certain Services to, or for, your organization. These Services may require access to your environment and the provision of access for you to our environment. Details of such access will be determined and communicated as appropriate with each individual organization or customer and product.

### **Early Termination of Annual Services**

Certain Services are provided on an Annual basis, even if other payment schedule options are agreed upon. Such services include but are not limited to Support, Disaster and Recovery and Backup, etc. These Services require a 1 year minimum commitment unless otherwise agreed to by Viable Solutions, Inc. in writing. Early termination may result in additional fees or forfeiture of pre-paid funds.

#### **Clarification by Examples:**

- 1) In the unlikely event that you should decide to terminate your Viable Solutions, Inc. Support Agreement before your coverage term has expired, Viable Solutions, Inc. is not required to provide any refund whatsoever.
- 2) Should you terminate your Viable Solutions, Inc. Disaster Recovery and Backup service before one year has passed, there is an early termination fee of equal to Three Thousand US Dollars (\$3,000) or two months of service at your then current rate, whichever is higher. Any Viable Solutions, Inc. equipment deployed in your environment in support of this solutions must be returned immediately upon termination.