

OPC Marketing 3CX Phone System - Terms and Conditions

These Terms and Conditions, along with the signed Sales Agreement, govern the sale and installation of the 3CX Phone System by OPC Marketing, Inc. dba “OPC” and the Client.

1. Definitions

- **OPC:** OPC Marketing
- **Client:** The purchaser of the 3CX Phone System.
- **Sales Agreement:** The separate document detailing the specific system purchased, pricing, and term of commitment.
- **System:** The 3CX Phone System, including software licenses, hardware (if applicable), and any related services detailed in the Sales Agreement.
- **Installation:** The services provided by OPC to set up and configure the System as described in the Sales Agreement.
- **Support:** The technical assistance provided by OPC as described in the Sales Agreement.

2. System Delivery and Installation

- OPC will deliver and install the system as outlined in the Sales Agreement.
- The Client will provide a suitable network environment that meets 3CX's requirements for the system's operation.
- Installation dates are estimates and will be communicated to the Client. OPC will not be liable for delays outside of its reasonable control.

3. 3CX Software License

- OPC is responsible for providing the Client with the correct 3CX software license(s) as specified in the Sales Agreement.

4. Hardware (If Applicable)

- Hardware provided by OPC will carry the manufacturer's warranty. OPC will reasonably assist the Client with warranty claims.
- Damage to hardware resulting from the Client's misuse, negligence, or unauthorized modification is not covered under warranty.

5. Support and Maintenance

- OPC will provide the Support services to the Client as detailed in the Sales Agreement.
- Unless otherwise stated in the Sales Agreement, Support will cover:
 - o On-site & Remote troubleshooting of System issues.
 - o Assistance with basic System configuration changes.
 - o Software updates and upgrades, as provided by 3CX.
- Support does *not* include:
 - o Issues caused by the Client's network, internet service provider, or other third-party systems.
 - o Training beyond the initial installation and basic usage.

- Support will be provided during OPC's normal business hours, unless otherwise specified in the Sales Agreement.
- OPC will make reasonable efforts to respond to support requests in a timely manner.

6. Payment Terms

- Payment is due at time of ordering. The Client agrees to reimburse OPC for any costs associated with collecting delinquent payments, including attorneys' fees.

7. Client Responsibilities

- The Client is responsible for:
 - Providing accurate and complete information to OPC for the System installation.
 - Ensuring their network infrastructure meets the System requirements.
 - Maintaining the security of their network and access to the System.
 - Providing their own internet access.
 - Ensuring their staff is trained on the basic use of the System.

8. Limitation of Liability

- To the extent permitted by law, OPC's total liability to the Client arising out of or relating to this agreement and the sale of the system will not exceed the total amount paid by the Client to OPC under the Sales Agreement.
- OPC will not be liable for any indirect, special, incidental, consequential, or punitive damages, including, but not limited to, lost profits, loss of business, or loss of data, even if OPC has been advised of the possibility of such damages.

9. Term and Termination Fees

- This Agreement will commence upon the date of payment and will continue for a twelve (12) month term. At the end of the term, this Agreement will automatically renew for a twelve (12) month term, unless Client gives written cancellation notice to OPC Thirty (30) days prior to the expiration of the initial term. The Agreement will continue until terminated as follows:

- Termination notice should be sent to sales@spitfiredialers.com 30 days prior to the renewal.
- OPC has the right to terminate this Agreement upon 30 days written notice if the other party materially breaches this Agreement and fails to cure such breach within such 30-day period.
- OPC may terminate this Agreement immediately if the Client fails to make payments.
- If the Client terminates this Agreement prior to the contract end date, the Client will be responsible for 100% of the Client's monthly recurring charges multiplied by the remaining months from the contract end date.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

11. Entire Agreement

- These Terms and Conditions, together with the signed Sales Agreement, constitute the entire agreement between OPC and the Client and supersede all prior communications and proposals, whether oral or written.

12. Amendments

- Any changes to these Terms and Conditions must be in writing and signed by authorized representatives of both OPC and the Client.

13. Force Majeure

- Neither party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, natural disasters, labor disputes, or government regulations.