

SUPPORT TERMS AND CONDITIONS

1. **STANDARD TERMS AND CONDITIONS:** The Customer agrees to all provisions of "Sales Contract Attached" Addendum which is herein incorporated by reference to this Agreement.
2. **PRICING:** The pricing for providing services under Sales Contract (attached) Addendum will include all of the Suppliers supported products that the Customer has purchased. Sales Contract attached Addendum Support Contract Pricing is incorporated herein. Customer discounts will not apply to Support Contract Rate or Non-Contract Technical Services Rates.
3. **PAYMENT:** Payment will be due in advance of the effective contract date. Payment for non-contract support services as specified in Sales Contract attached Addendum —Non-Contract Technical Service Rates will be paid before those services are rendered. Customer agree to pay to Provider for services performed during Contract period, the following compensation:
 - i) **Payment Schedule** Total amount shall be paid by monthly installment or otherwise agreed as referred to the Sales Contract due on the 1st day of each month when service to be provided
 - ii) **Payment Schedule.** Total amount shall be paid by monthly installment of the amount referred to the Sales Contract due on the 1st day of each month when service to be provided
 - iii) **Payment to be in any of forms** according Addendum which should be signed simultaneously with Contract and can be changed by mutual agreement of parties at any time.
 - iv) **Late charges.** Any late payment shall bear a late finance charge of 2% (Two percent) per month If Provider undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including attorney fees. The amount paid monthly is subject to change if Customer does any hardware modifications to the equipment installed onsite.
4. **TERM.** This Contract shall begin on the Date Accepted by the Customer on the Referred Sales Contract and end the same month and day on the next calendar year, unless the parties agree otherwise. Contract to be automatically renewed for one year more on the same terms and will be set to auto renew thereafter if no one of the parties notifies the opposite party in writing at least two months before the expiration of Contract.
5. **SERVICES PROVIDED:** Support services provided by the Supplier under the terms and conditions of this agreement will be limited to POS issues relating to the current supported versions only. These services are provided on a best effort basis. If it is determined to be a non-contract support issue such as hardware, application, or operating system issue, the Customer agrees to pay the then prevailing non-contract per-incident fee. Services provided under this Agreement will be performed at a Supplier support service location. If on-site services are requested and performed by the Supplier, the Customer agrees that the services provided will be at the then prevailing non-contract rates or proposal rate or otherwise has been agreed on Addendum of the Sales Contract.
 - i) **Cooperation of the Customer.** The Customer agrees to comply with all requests of the Supplier and to provide access to all documents and files necessary to the performance of the Supplier's duties under this Agreement.
 - ii) **Specific Services.** The Supplier agrees to provide telephone consultation, instruction, or support (including installation, setup, troubleshooting, and operational information) as it pertains to the qualifying software product.
 - iii) **Method of Performing Services.** The Supplier will determine the method, details, and means of performing the above-described services.
 - iv) **Level of Support** is determined on the Attached to Sales Contract Addendum
6. **CONTRACT TERM:** This agreement will remain in force for a period of one (1) year from the effective date. The agreement will automatically renew for an additional one (1) year period at the then prevailing support contract rates, Contract to be automatically renewed for one year more on the same terms and will be set to auto renew thereafter if no one of the parties notifies the opposite party in writing at least two months before the expiration of Contract. In case of early termination of Contract by the initiative of Customer, Customer to pay penalty to Provider in the amount of 45% of the total sum of contract prorated according the number of the months left until the termination day of Contract. Payments are due prior to the actual renewal date. All incidents exceeding the amount purchased for the year will be billed at the current non-contract rate.
7. **ASSIGNMENT:** The Customer may not assign any rights hereunder without the prior written approval of the Supplier, and any attempt to assign any rights, duties, or obligations hereunder without the Supplier's written consent will be void. The Supplier may assign all or any part of its rights or obligations without the Customer's consent.
8. **DISCLAIMER OF WARRANTY:** THE SUPPLIER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER. Operating System Software shall be warranted according to Licensing Contract provided by Microsoft Corp. Point of Sale software or any third party software is not warranted by Provider to be free of defects and errors and is provided on "as is" basis. Provider shall not be responsible for possible direct or/and indirect damages or losses by Customer or third parties, caused by hardware and/or software use, misuse or failures. Provider will take all reasonable efforts to notify respective software manufacturers of any defects in their software. No warranty will be provided for hardware or/and software installed by supplier other than Provider.
9. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE SUPPLIER BE LIABLE TO CUSTOMER OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH CUSTOMER FOR ANY CLAIM, LOSS, OR DAMAGE OR ANY KIND OR NATURE; WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE SOFTWARE, OR ANY FILES, DATA, OR OTHER COMPUTER SYSTEMS SHALL IN NO WAY CAUSE LIABILITY TO CUSTOMER. ANY SOFTWARE FAILURE OR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SHOULD NOT BE ASSUMED BY THE SUPPLIER..
10. **PARTIAL INVALIDITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
11. **TAXES** Sales tax shall be paid by Customer and are Customer's responsibility except as limited by Law.
12. **TRADEMARK** All trademarks used in the Point of Sale System belong to their respective owners. In no case can Customer use for advertisement, advertise, redistribute, copy, change or in other manner infringe rights of the trademarks' owners. In case such infringement takes place, Customer is obligated to keep Provider free from any claims and expenses including but not limited to attorney fees. In case such expenses arise at the Provider, they shall be compensated by Customer.
13. **CHANGE MODIFICATION WAIVER** Contract contains the entire understanding of the parties relating to the subject matter hereof. No change or modification of Contract shall be valid unless it is in writing and signed by each of the parties hereto. No waiver of any provision of this Contract

shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. The failure of a party to insist upon strict performance of any provision of Contract in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

14. **SEVERABILITY OF PROVISIONS** If for any reason any provision of Contract should be declared void or invalid, such declaration shall not affect the validity of the rest of Contract, which shall remain in force as if executed with the void or invalid provision eliminated.
15. **ARBITRATION:** Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the State of New York Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in such proportions as the arbitrators decide.
16. **ATTORNEYS' FEES:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
17. **GOVERNING LAW:** The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, these standard terms and conditions for sale, or relating to the support hereunder shall be subject to the exclusive jurisdiction of the courts, and governed by the laws of, the State of Indiana without regard to that body of law controlling conflicts of law.
18. **FORCE MAJEURE** Provider may, without liability, delay performance or cancel Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
19. **REJECTED ACH** If any payment is made from Customer to Provider via ACH (Automatic debit from account) and the payment is rejected due to insufficient funds or closed account, Provider reserves the right to charge an Insufficient Charge of \$50.00 (Fifty dollars) to Customer for every such instance.
20. **OTHER** If Customer orders any additional supplies from Provider such as but not limited to paper rolls, cartridges, hardware, software and the method of payment for this service contract is ACH, Provider reserves the right to add the amount due for additional supplies to monthly ACH charge. In case of late payment by Customer, Provider has the right to log in to Customer's computer system via Internet and shut down the system to prevent Provider from using it.
21. **TERMINATION OF AGREEMENT:**
 - i) Termination upon Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. Unless otherwise terminated as provided herein, this Agreement shall continue in force for a period of one (1) year. The Customer will forfeit any and all moneys paid upon execution of this agreement.
 - ii) In case of early termination of Contract by the initiative of Customer, Customer to pay penalty to Provider in the amount of 45% of the total sum of contract prorated according the number of the months left until the renewal day of This Contract.
 - iii) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party; (3) death of the Customer; or (4) assignment of this Agreement by either party without the express written consent of the other party.
 - iv) Termination by the Customer for Default of the Supplier. Should the Supplier default in the performance of this Agreement or materially breach any of its provisions, the Customer, at the Customer's option, may terminate this Agreement by giving written notification to the Supplier.
 - v) Termination for Failure to Make Agreed-Upon Payments. Should the Customer fail to pay the Supplier all or any part of the fees set forth in this Agreement on the due date, the Supplier, at the Supplier's option, may terminate this Agreement if the failure is not remedied by the Customer within thirty (30) days from the date payment is due.
22. **NOTICES:** All notices and demands of any kind which Customer or Supplier may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth above (or at such different addresses as may be designated by either party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, and shall be deemed complete three days after mailing. Notices sent to Supplier shall be addressed to the attention of "Legal Services."
23. **UNENFORCEABLE PROVISIONS:** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Agreement.
24. **WAIVER:** The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.
25. **ENTIRE AGREEMENT:** This Agreement, including any attachments hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.