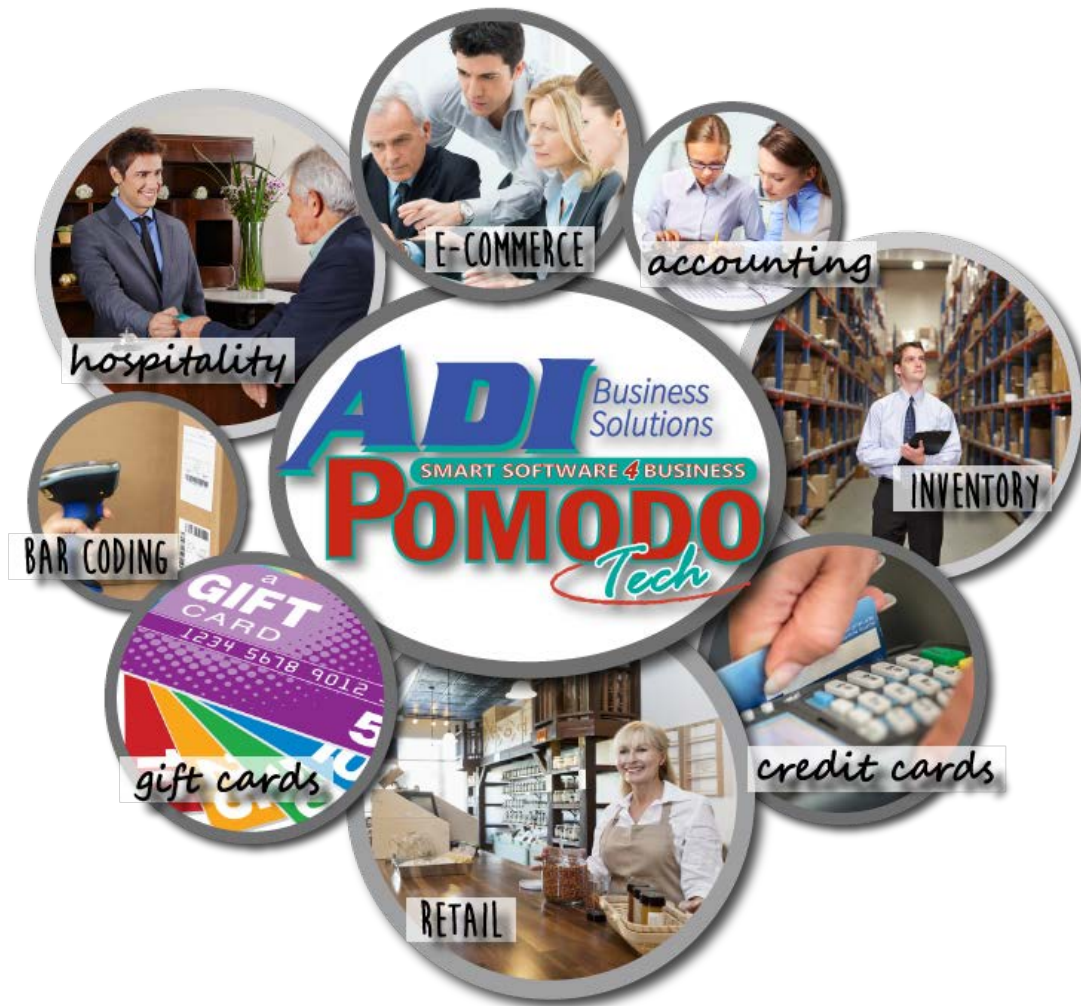


# ADI's Business Ready Complete Support Policy for your System



## Phone Only Support Policy

*Every Step of the Way....Maximize the Value of Your System, Feel Confident in Your Choice and know you're covered when you need it.*

## Insurance and protection plan for your hardware and software system

Phone Only Support Policy Features Include:

**1. Toll Free Help Desk Phone Support**

24 X 7 Phone Support or Monday-Friday 9-5 Support (see price sheet) from In House Technicians--No outsourcing

**2. Unlimited Web / Phone Training**

Call and spend time with our knowledgeable staff and receive ongoing training on your software.

**3. Online Portal**

Full online resources, video tutorials, knowledge base, submit support tickets, downloads, pay and order online.

**4. Remote Access Support**

ADI uses software that gives us the capabilities to connect remotely to your system to fix and diagnose any challenges.

**This Support Policy Agreement (Agreement) is entered into by ADI Business Solutions (Provider) and below signed Policy Holder (Customer) and will be the governing document as it relates to service and support provided by provider.**

## **A. Hardware Replacement**

### **A.1 -- On-site service or replacement:**

No items are covered for swap out or replacement under this agreement. If these items are replaced or on-site service is provide it is chargeable at current policy rates even if they were provided by or purchased from Provider. Phone support will be provided to assist with replacement.

All repair work, parts and hardware are warrantied for 30 days past the date of purchase. Any unrelated challenges may result in extra fees.

All new hardware and software purchased with-out ADI's Swap-Out Support Policy will be covered for 30 days by ADI from the date of installation. The manufacturer's warranty will then apply.

### **Shipment method:**

Replaced product will be shipped or delivered ground as soon as possible after the product is paid for via credit card or account on file. All replacement requests need to be verified by the Technical Support Center prior to the shipment or delivery of any replacement products. Provider is not responsible for shipper's inability to ship or deliver products. Provider reserves the right to ship customer replacement items not the entire unit to fulfill this contract if it is feasible to do so.

## **B. Credit Card Setup**

### **B.1 --Credit card processing software, hardware and terminals**

As the Policy holder, Customer, is authorizing Provider or an employee/contractor to install, setup, configure or support credit card software, hardware or terminals. Customer is authorizing Provider to have access to the following information in Customer's behalf: merchant numbers and other merchant information, authority to call the processor in Customer's behalf, run test sales, and obtain processor's information for purposes of setup and configuration.

**Confirmation of credit card and electronic transactions:** It is the Customer's responsibility to ensure that credit card and other electronic transactions are being deposited correctly, charged correctly, received on time, and deposited in the correct account. It is the Customer's responsibility to notify processor directly and correct any problems.

## C. On-site Service

### **C.1 --What is covered for on-site service**

All onsite service is chargeable at the current rate and must be prepaid prior to the technician coming onsite.

### **C.2 -- Response Time and Travel for On-Site Service:**

If Customer prepays for on-site service, that service will be provided within 2 business days of the payment for the service. Provider reserves the right to charge for any travel expenses at the current policy rate in addition to the cost of the service.

### **C.3 --On-site service calls:**

On-site Service is to be used for the repair that was originally discussed prior to the visit and may not be used for any other service/hardware maintenance.

### **C.4 --Same Day, after hours, weekend and holiday *on-site* service:**

Same day, after hours, weekend and holiday *on-site* service is very limited and it not guaranteed or promised in any way. All after hour, weekend and holiday on-site services are be billable at current policy after hour /weekend rates.

### **C.5 --Locations outside ADI's Service Area:**

Airfare, lodging and per diem will apply for training and service calls outside Provider's service area. These are billable at the current per day rate unless otherwise specified prior to the trip being made. (Provider's Service Area is 300 miles from Johnstown, PA)

## D. Phone Support

### **D.1 Normal Support Hours**

Normal help desk call in hours are Monday thru Friday 9 am to 5 pm EST excluding Holidays and have a **4 hour response time**. Excluded days may from time to time change. Changes to the holiday schedule will be posted in the support area of our web site at <http://www.pomodotech.com/Support.aspx>.

## **D.2--After Hours Support Mission Critical:**

After hours support calls are designed for Mission Critical support and have a **same day response time**. Every attempt will be made to respond within 1 hour or less, but should there be circumstances outside the technician's control, same day response will be provided. When calling please tell the operator that system is down and you need Mission Critical support. A Mission Critical item is if your system will not operate, turn on or function to run your business. Only Mission Critical calls after normal support hours will be returned. If the call is deemed not Mission Critical, the call will be returned the next business day.

## **D.3 How phone calls are handled**

*Provider only supports key operators that have received at least basic training on the system and software.* All support calls are handled through a call in message center. It is Provider's goal to provide a live person to give information to. After Customer provides operator with all the requested information, a support technician is immediately notified via a voice call, text message and through e-mail. All calls are returned in the order that we receive the calls. Any calls that are incomplete and returned by the Customer may be put back in the queue.

**D. 4--Scheduling time with a support person:** It may be determined that in order to resolve a support incident more than 15 minutes may be needed, or require more than one call. In this case, an appointment may be scheduled at a time convenient to both the contract holder and Provider. It is policy for Provider's support person to call the Customer at the agreed date and time. If the Customer misses the appointment, Provider may at its discretion subtract an incident from the Customer's incident balance.

## **D.5--Software Bugs:**

If it is determined that the problem that the Customer is having with the software / system is a bug in the software, Provider will support the software in accordance with manufacturer's warranty and its terms and conditions only. Provider will not be held liable or responsible for any issues, problems, or loss of data due to manufacturer's bugs or defects.

## **D.6--Remote Access:**

It is the Customer's responsibility to have internet access for Provider to be able to connect in to system remotely. If not, and an on-site service call is necessary as a result the time will be billable. By signing this support policy Customer allows Provider to remote into system for service work and updates. Provider will notify if this was done.

### **D.7 --Software Releases (version changes)**

Software releases from the software manufacturer are normally included in this policy. The installation of the software is not. *Full version changes/ upgrades are chargeable.* Provider reserves the right to charge extra for software releases if manufacturer's policy or prices change. These charges will be provided prior to upgrading.

## **E. Policy Terms and Conditions**

### **E-1 --Policy commitment**

This support policy is month to month unless indicated on first page of this policy. It is the Customer's responsibility to cancel policy in writing to stop billing. Provider can cancel this policy at any time for any reason and refund any unused time. Used time or past coverage WILL NOT BE REFUNDED. *This support policy is effective beginning on the start date listed on the front page* (a signed copy must be on file in order to be valid), and shall terminate if either party breaches any term of this agreement or either party decides to end this agreement. Customer's system "going live" does not impact the billing start date. This policy will be considered in breach if Customer's account is past due or in collections. The purchase price of this service plan is non-refundable. Provider has the right to bill and collect for product not returned to Provider within the guidelines set forth in this agreement.

### **E.2 --Expired/ renewing policy support**

Support policy must be renewed on or before policy expire date. All support renewed after expired date will have a 30-day grace period (from the time policy support is renewed, paid and signed) and all equipment must be re-inspected/tested. If any problems/bad parts are found it will be the sole responsibility of the user to fix or pay Provider to fix before new policy support can be issued. Support Policies that have expired one or more calendar months prior, will be renewed at current Provider prices.

All hardware must be inspected on-site and approved for a minimum fee of \$225. All expired support will be charged a 15% penalty fee (based on monthly support amount) from date of lapsed support payment. If support has lapsed more than 60 days a minimum fee of \$225 will apply.

### **E.3 --Policy prices, length and changes:**

Policy prices and changes are subject to change with a 30 day notice via Provider's web site, e-mail or U.S. mail.

There are no refunds for this policy (for any reason) for used coverage. The normal length Provider will cover swap-out replacement service is 3-4 years on new equipment from the

invoice date. If used equipment was purchased policy coverage may be limited to less than 2 years.

**E.4--Adding locations and or additional equipment to your contract:**

All new locations and or equipment added to Customer's policy will have the same expiration date listed in the contract. The Multiple Locations appendix Locations / additional equipment must be filled out for locations/equipment to be covered under this agreement.

**E.5 --Past due accounts:**

If Customer account with Provider is past due for any amount, due to nonpayment, returned checks, or any other reason, Customer access to support will be suspended until the account is paid in full or arrangements to take care of the past due balance are made. Please keep in mind that even though account is suspended, time is still being subtracted from your policy. If Customer account is suspended, Customer may purchase support at the current support rate, but that support must be paid in full prior to the support being provided.

**E.6 --Non-transferable:**

Customer may not lend, lease, rent, sub-license or otherwise transfer rights under this support policy. Resellers are independent and in no way represent Provider. Any and all representations, warranties; implied or express, by reseller on behalf of Provider are void, AND IN NO EVENT shall Provider be liable for any loss, damage, or injury of any nature, whether direct or consequential in connection with or resulting from the use of the products.

**E.7 --Terms and conditions:**

Verbal statements or promises made by any Provider employees or contractors are void, and only statements in this policy are valid. This is a support policy for technical support to the Provider's designated location for support, on a first come – first served basis. It is limited to, hardware and software purchased from Provider or an authorized provider unless specified in writing and attached as a part of this contract. Data recovery covered under this contract is *limited to restoration of the most recent data backups retained by the Customer*. Direct connection to the Customer's system via the internet will require the Customer to have a valid copy of the communication package specified by the provider. Provider assumes no liability for data security or confidentiality. Provider is not responsible for any loss of data, sales, credit card sales or any items related to loss of data or system failure.

#### **E.8 --Disclaimer:**

Automated Data Instruments, Corp. and its members provide this service to you “As Is” and does not warrant that the information provided will be error free or will meet any or all customer needs. Any support errors that are identified by clients of Automated Data Instruments, Corp. will, when identified, be evaluated by a support person to determine whether the errors apply generally to the program will be forwarded to the program authors. Any errors that are peculiar to that specific customer will, at the option of Automated Data Instruments, Corp. be dealt with by using one of several methods of correction. In no event shall Automated Data Instruments, Corp. be liable for any loss, damage, or injury of any nature, due to the above, whether direct, consequential in connection with, or resulting from the use of the service. The warranty and remedy provided above are exclusive and in lieu of all other express warranties and unless stated herein, any statements or representations made by any other person or firm are void. The duration of any implied warranties of merchant ability or fitness for a particular purpose on your product shall be limited to the duration of the express warranty set forth above. Except as provided in this written warranty, neither the manufacturer, nor its affiliates shall be liable for any loss, inconvenience, or damage including direct, special, incidental, or consequential damages, resulting from the end use or inability to use the product, whether resulting from breach of warranty or other legal theory.

#### **E.9 --Governing Law:**

This policy agreement shall be constituted under and governed by the laws of the State of Pennsylvania, and the United States of America. Any legal action required by either party must be filed in one of the above-mentioned states. Action filed in any other state or country will not be valid; and it is agreed that such action will be moved to one of the above-mentioned states. In the event that any one or more of the provisions or parts of any provisions contained in this Agreement shall for any reason be held to be invalid, illegal, void or otherwise unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, void or unenforceable provisions had never been contained herein. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

#### **E.10--Limitation of Liability:**

In the event that a product malfunction leads to damage or injuries to the product, to the customer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, ADI shall not be liable for such damages or injuries. The customer understands and agrees that if ADI shall be found liable for loss or damage due from failure of ADI to perform any of ADI's obligations hereunder or the failure of the product in any



respect whatsoever, ADI's liability shall be limited to \$250.00 and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of ADI's obligation, breach of express or implied warranty, or from negligence, active or otherwise, ADI, its agents, servants assignees or employees. In no event shall ADI be responsible for any other damages, including special or consequential damages and all parties, their agents, contractors or licensees will not under any circumstances be liable for any or consequential damages, including, but not limited to loss of data, loss of time, loss of funds or any other losses resulting from the setup or configuration of credit card software, hardware or terminals. There are no expressed or implied warranties made herein.

Customer Authorized Signature:

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Signature	Title	Date
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