

#### Dear Valued Customer,

This document will go over the details of the technical support agreement. It will cover what is and what is not covered under the technical support agreement, support hours of operation, and the procedures to get you the fastest response to technical support issues.

Shoreline Technical Services, Inc. technical support calls operate on a queue based system. All technical support issues are handled in the order they are received. If you are experiencing a critical issue with your Point of Sale solution please follow the steps below:

## Phone Support (Normal Business Hours)

Support issues may be submitted Monday through Friday 9:00 a.m. and 6:00 p.m. Pacific Standard Time by calling 714.581.8000 Shoreline Technical Services, Inc. technical support operates on a queue based system. All technical support issues are handled in the order they are received. If you are experiencing a critical issue with your Point of Sale solution during our standard business hours listed above please follow these simple steps: When you call in to the standard business hours technical support line you will be prompted to leave the following information: (If the call is not immediately answered by the dispatcher or an available technician)

#### Store Name: The name of your business

Customer #: Usually the business main telephone number (the telephone number that prints on the top of your customer receipts) Two Contact Telephone Numbers: The store number and extension if applicable and mobile number Issue: A brief description of the issue you are experiencing

#### PLEASE SPEAK CLEARLY AND SLOWLY

## What happens next?

Your call will either be answered by our dispatcher or will immediately go into our call-back gueue. As technical support representatives receive and complete technical support calls your issue moved higher up the call-back queue message list so there is no need to call multiple times or have multiple people call our support line for the same issue. Our support system will guarantee a return call the same day.

## **On-Line Support**

Please go to http://www.shorelinetechnical.com to submit an action request to our Technical Support Department. You'll receive email confirmation right away to insure that we received your request for support. All support requests are attended to in the order that they are received similar to the phone in call-back queue.

## **Email Support**

You may email your request to support@shorelinetechnical.com; emailed support requests will be processed during regular office hours and put into the same call-back queue and returned in the order support issues are logged. Please include your customer # in the subject line of your email.

## **Emergency After-hours Support**

Please call 714.581.8000 and select AFTER-HOURS Technical Support on the automated menu. Your call will be immediately routed to our after-hours emergency dispatching voicemail attendant which will deliver your message to our After-Hours Technical Support personnel once your service contract has been verified by the after-hours support dispatcher. You will be prompted to provide the following information:

#### Store Name: The name of your business

Customer #: Usually the business main telephone number (the telephone number that prints on the top of your customer receipts) Two Contact Telephone Numbers: The store number and extension if applicable and mobile number Issue: A brief description of the issue you are experiencing

Please have a Credit Card ready when the technician returns your call. Technicians are not authorized to help without payment.

#### PLEASE SPEAK CLEARLY AND SLOWLY

#### **Internet and Internet Related Support**

Please call your internet service provider if you cannot access the internet. Shoreline Technical Services, Inc. does not sell, support, or maintain your internet service connection.

#### SUPPORT IS AVAILABLE 24 hours a day, 7 days a week, 360 days a year Closed - New Years, Independence Day, Thanksgiving, Christmas, Labor Day

## PLEASE BE ADVISED THAT THE FOLLOWING FEES WILL APPLY TO ALL AFTER-HOURS SUPPORT CALLS (FOR CUSTOMERS NOT ON 24/7 CRITICAL SUPPORT)

After-hours call-in incidents shall be billed an after-hours surcharge of \$169.00 per incident. (1hr Max) After-hours is considered 6pm – 9am Mon – Friday and 6pm Friday – 9am Monday(PST).

## If an After Hours Onsite Service call is needed it will be billed as follows:

\$185.00 per hour with a two hour minimum, plus zone travel fee (Mon-Fri 6pm - 9am, Fri-Mon 6pm - 9am) (Travel Charges and Repair Parts Extra)

## WHAT IS COVERED: (With a valid support contract)

- Hardware issues (see manufacturer's warranty for Hot Swap or RMA procedures)
- Software error messages or issues
- · Credit Card Issues Some limits apply, depending on merchant processor
- Gift Card related issues (Some restrictions apply)
- · Database Issues
- Reporting Issues
- STS provided network issues
- Basic Training
- RMA Processing
- · Reinstallation of Software due to replacement or failure
- · Lost passwords, If recoverable

# WHAT IS NOT COVERED: (Billable at \$125.00 per hour unless otherwise noted on your invoice or work order)

- Customer provided hardware
- · Virus removal (Billed at 165.00hr)
- Remote Access
- Third party non STS provided software (Third party software loaded onto STS provided hardware may void warranty –
  please consult the technical support department prior to loading software)
- Extensive Training longer than 15min or Retraining Employees (billed at training rate)
- Internet problems beyond STS Supplied Equipment
- · Request of the customer for STS to setup or make menu changes.
- Surveillance System Remote Access / IP Changes etc.
- Surveillance System Video data Recovery / Backup
- · Intentional hardware damage

X\_\_\_\_\_ End User Date:

# Support Agreement

#### This support agreement is made between

hereinafter (Customer) and Shoreline

Technical Services Inc. hereinafter (Supplier) and is valid from the day the support fee is paid. The following terms laid out in this document are subject to change with 30 days written notice. This agreement is for support services only and does not include any access to software upgrades or maintenance releases which may be offered under a separate maintenance agreement.

#### I. Working days

- a. Monday Friday 9am PST 6pm PST Standard Support Hours
- b. Monday Friday 6pm PST -9am PST After Hours Support Hours
- c. Saturday Sunday After Hours Weekend Support
- d. No support will be offered on New Year's Day, Thanksgiving Day, Christmas Day, Independence Day or Labor Day

#### II. Support Scope and Definitions

- a. Support is defined as an issue or question that may or may not directly affect the store operating in a normal function
- b. After Hours Support is defined as an issue that does or does not directly affect the store operating in a normal function during the after-hours times listed above
- c. An *Incident* is defined as a single support issue and the appropriate effort that is required to solve it. A single support issue is a problem, which cannot be divided into subordinate problems. If a problem includes subordinate problems, then each will be treated as a separate incident.
- III. Responsibilities and undertakings of the customer
  - a. In order to ensure the best possibility to identify the problem, Customer shall as far as possible, supply as much detail and other relevant information on the problems occurred
  - b. Customer will pay for installation and maintenance and use of an internet-based connection.
  - c. Failure of Customer to provide these provisions may limit Supplier's effectiveness in resolving problems in a timely manner or at all, but in no event shall Customer be relieved of its payment obligations arising hereunder. Non broadband customers are subject to a surcharge.

#### IV. Support Obligation for the software

- a. Shoreline Technical Services Inc. is only obligated to support the last major version of the software and only to customers with a valid support agreement
- b. Shoreline Technical Services, Inc. will make attempts to support older version but may require upgrade of the software to correct issues that the customer is experiencing.
- c. Shoreline Technical Services Inc. does not guarantee that the software can be used without disruption, or that all problems will be solvable. V. Exclusions and limitations
  - a. Issues arising because of negligence of the customer or its employees. This includes but not limited to web surfing that results in viruses, spyware or malware on the computer.
  - b. These issues will occur additional costs to correct
  - c. Supplier support does not include support attributable to any hardware or any other software that does is not approved by supplier
  - d. Non-Supplier purchased hardware subject to a setup fee
  - e. Extensive training questions that will take more than 15 minutes are subject to current hourly rates and may need to be scheduled
  - f. Requests of the customer for menu setup or changes to the setup to be performed by the supplier may be subject to additional charges

#### VI. Force Majeure

- a. Neither party shall be liable for any breach of the Agreement which is caused by a matter beyond its reasonable control including Act of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central government
- VII. Terms and Termination
  - a. Support plan costs will be billed on a per year basis per location and customer will be afforded unlimited number of incidents during support hours. Agreement shall enter in to affect on the date of signing up..
  - b. Customer may elect support on a Pay-Per-Incident basis. Customer will pay all fees in advance to supplier. Each Incident will be billed at a fixed rate for a support call during normal support hours. After hours support will be billed at the rate of \$169 per incident. Customer must have Credit Card at time of call.

VIII. Manufactures Warranty

- a. ALL PRODUCTS AND SERVICES DELIVERED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY.
- IX. Limitation of Liability
  - a. IN NO EVENT SHALL SUPPLIER'S LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE MOST RECENT FEE PAYMENT. SUPPLIER'S LIABILITY MAY BE FURTHER LIMITED AS PROVIDED IN THIS AGREEMENT.
  - b. SUPPLIER SHALL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

c.

## **CUSTOMER INFORMATION**

Business Name:		Own	ers Name:			
Street:						
City:	State:	Zip:	PI	hone		
Authorized Employee 1:			Authorized Employ	yee 4:		
Authorized Employee 2:			Authorized Employ	yee 5:		
Authorized Employee 3:			Authorized Employ	yee 6:		
Email Address:						
Yes Please sign me up for Unlimited Telephone / Remote support at \$695.00 a year (paid in full) (Normal Business Hours)						

Yes Please sign me up for Unlimited Telephone / Remote support at \$999.00 a year (paid in full) (24/7 Critical)

24/7 Includes after hours for "Critical Support Only" Critical is defined as Unable to Take Orders or Process Credit Cards

MC Visa		Ехр	CVV
Dsc Amex			
Name On Card			
Street			
City	State ZIP Phone		
THE GENERAL TER RIGHTS AND OBLIG ABOVE. BY SIGNING	RMS AND CONDITIONS SET FORTH IN THIS AGREEMENT/ACKNOWLEDGEMENT ("AGREEMENT") ARE AN INTEGRAL GATIONS OF SHORELINE TECHNICAL SERVICES, INC, INCORPORATED AND BUYER SHALL BE GOVERNED BY THE G THIS AGREEMENT, BUYER IS ACCEPTING THE TERMS & CONDITIONS OF THIS AGREEMENT.	PART OF THIS AGREEMENT TERMS THEREOF WHICH AF	, AND THE RE LOCATED
	X: Date:		
	End User		
	X: Date:		
	Shoreline Technical Services, Inc. Representative		

## **CREDIT CARD PAYMENT INFORMATION**