



POS Solutions, Touch System & Bar-Coding

TECHNICAL SUPPORT CONTRACT AGREEMENT

In GA

This contract is between:

Customer Name _____
 Address _____ City _____
 State _____ Zip Code _____ Telephone _____
 Fax _____ Email _____

Check One	<input type="checkbox"/> Dry Cleaning	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Fast Food	<input type="checkbox"/> Retail	<input type="checkbox"/> Check Cashing	<input type="checkbox"/> Beauty Salon
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(Customer hereafter) and
 Scan Q International Inc. (Scan Q hereafter)

Scan Q agrees to furnish to Customer (above named) software support services (“Service”) in accordance with the terms and conditions of this Technical Support Contract Agreement (the “Agreement”). This Agreement includes all attachments and shall be a binding contract upon execution below by both Scan Q and Customer. Without limiting the foregoing, the attached “General Terms and Conditions” contain important terms and conditions. This Agreement reflects the entire understanding of the parties related to the subject matter hereof. No modifications or amendments hereto shall be effective unless in writing and signed by authorized representatives of each of the parties. This agreement shall be governed by and construed under the laws of the State of Georgia.

I. TERMS. Scan Q will provide the Services to Customer for an initial term of one (1) year from Contract Starting Date (the “Effective Date”). Upon expiration of the initial term or any renewal term, this agreement will automatically renew for additional terms of one (1) year unless either Customer or Scan Q gives the other party written notice of its decision not to renew this agreement at least thirty (30) days prior to any anniversary of the Effective Date. Any customer falling more than 90 days behind on their monthly contract payment will owe the total amount of all payments for the year and their technical support contract will be cancelled.

Contract Period: Starting Date: _____ Ending Date: _____

II. SUPPORT PLANS (Support Hours are Monday-Friday 8am-6pm EST, not including National Holidays)

Type of Service Plans	Type	Unit Price 8am-6pm M-F EST	24/7 Support	Quantity	Price
Bronze Service Plan Unlimited Online & Phone Support	Per Station	\$ 24.95/Mo	+ \$ 15.00/Mo		\$
Silver Service Plan Online Plan + 2 On-Site Visits Per Year	Per Station	\$ 35.95/Mo	+ \$ 15.00/Mo		
Gold Service Plan Online & Silver Plans + Unlimited On-Site Visits	Per Station	\$ 49.95/Mo	+ \$ 15.00/Mo		\$ \$
Platinum Service Plan Online, Silver, & Gold Plans + All Hardware Support Hardware Warranty for CPU, Monitor, Printer, Scanner, and Cash Drawer	Per Station	\$ 79.95/Mo	+ \$ 15.00/Mo		\$ \$



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<u>Time of Service</u>	<u>Contract B plan (after first 2 visits)</u>	<u>No Contract</u>
Week Days Monday-Friday 8am – 6pm Non-Emergency Tech. Service	\$ 65.00/Hr	\$ 95.00/Hr
Emergency During Business Hour	\$ 95.00/Hr	\$ 125.00/Hr
Emergency After Hours	\$ 135.00/Hr	\$ 155.00/Hr

*Drive time not included in rate

III. WARRANTY: During the term of this agreement, Scan Q will perform the Support Services in a professional manner consistent with customary industry standards. The foregoing is the sole warranty made by Scan Q with respect to performance of the Support Services. Scan Q makes no other warranty, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Scan Q shall not be liable for lost profits or other consequential damages. Scan Q maximum liability hereunder shall be limited to the amount of any support fees paid by customer hereunder. For the first 30 days of this contract, no support will be provided for software or hardware based on pre existing conditions.

IV. LOSS OF DATA: Scan Q is not responsible for any damages attributable to loss of data. Customer agrees to perform data backups not less than once daily or more frequently if circumstances require it.

V. Software & Hardware Upgrade: Customer enrolled in **Gold** or **Platinum Service Plan** receives 30% discount on their upgrade to any revised version of our software. Scan Q Support Service will *maintain* only the software provided and purchased through Scan Q, and will not manage, service or accept responsibility of any other software. Scan Q Support Service does not include services on software damages such as on-line viruses or any other damages incurred during internet surfing.

VI. Hardware: Scan Q will maintain normal usage of the system. This warranty does not cover damage as a result from an accident, such as improper usage, damage incurred from water, electrical or theft, all of which must be covered by the customer's insurance policy. Hardware five years or older, and does not support the new version of software, customer will receive 30% trade in allowance on purchase of hardware. For repair of hardware under warranty: repair will be made within 24 business hours. If this is not possible, the support team of Scan Q will provide a loaner in which the customer is responsible for all shipping charges.

(Customer)

(Name) (Title)

(Signature)

(Date)

SELLER: Scan Q

(Name) (Title)

(Signature)

(Date)