



Global POS Solutions

1 YEAR LOGIVISION POS SYSTEM SUPPORT AGREEMENT
4 STATIONS ~ \$1,095

For multi units corporations, one agreement per location is required

BUSINESS NAME:

ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE:

EMAIL:

TERMS AND CONDITIONS – PLEASE READ

INTERNET CONNECTION TO ALL COMPUTERS IS MANDATORY - OFFICE COMPUTER, IF ANY, IS CONSIDERED ONE STATION

Coverage. This agreement is in effect 24 hours a day, 7 days a week, including weekends and holidays, during the period specified above. However **only emergencies** are covered after business hours. Coverage is for issues occurring during normal use of the software, by trained and authorized staff members. Configuration changes issues are covered for up to one hour per session, one session per week. Training on software by phone or Internet remote connection is included but cannot exceed one hour per session for up to three sessions per month per location. Also covered is troubleshooting and when possible, resolution of issues of the pos equipment such as touch screens terminals, thermal and kitchen/bar printers, cash drawers, scanners, office computer, and other peripherals that were provided by Global Pos Solutions directly or through our online store. Limited menu building is also covered under this agreement. A fee of \$300 will be assessed for any major or complete changes to the menu or to the system. Support is provided exclusively by phone and/or remote internet connection.

Support requests. All requests for support must be by phone or email. **DO NOT** send support request by SMS or text messaging. **DO NOT** send any request to a technician personal cell phone. Request by text messaging or to personal cell phone lines *will not be forwarded nor responded to*. SMS is to be used only if contacted **first** by a technician during a specific support intervention. Any member of the business management team or staff can request support as long as they have been authorized by the owner of the business and their name has been registered with Global Pos Solutions support office. -----

Extent of coverage. Coverage under this agreement applies solely to the existing equipment at the time of the signature of this agreement and during the validity of this agreement. Any piece of equipment added to the pos system after the signature of this agreement, will not be covered unless provided by Global Pos Solutions directly or through Global Pos Solutions online store. Any request of assistance related to repair and/or warranty about any equipment that was not provided by Global Pos Solutions must be directed to the corresponding provider. Global Pos Solutions reserves the right to troubleshoot or not, to install or not, to fix or not, any hardware that was not purchased through Global Pos Solutions or its online store. In case troubleshooting is done, the Global Pos Solutions technician will recommend the solutions and/or repairs that would be needed in order to fix the problem or simply refer the customer back to the hardware provider. On the same token, support only applies to the operating system, applications and software installed at the time of the signature of this agreement. All third party software or applications added after by anyone but a technician from Global Pos Solutions are not covered under this agreement. Any issues happening to operating system or software or hardware because of a third party software or application or piece of equipment, not provided by Global Pos Solutions are not supported. -----

Support Calls. All calls must include business name, phone number, name of the person calling and a brief description of the problem. All calls not answered live, are returned in the order they were received and according to their severity and urgency. All calls are classified following a priority level as follow: • **Priority 1 ~ Response time = Immediate or within an hour.** Serious issues causing the system to be totally or partially disabled. Customer is unable to operate the business. • **Priority 2 ~ Response time within 1 to 4 hours.** Hardware issues, configuration issues that cannot wait next until next business day and are not disabling the system in any way but are creating an inconvenience to the normal operation of the system and the business. • **Priority NBD ~ Response time Next Business Day.** All other issues and/or questions. -----

Technicians duty. After a thorough troubleshooting and diagnostic of the problem, and/or when the problem has been identified, the technician either will fix the problem, directly through remote connection, or walk the customer through the steps to apply, or, if unable to fix it, will give instructions to the customer on what to do next, or provide recommendations toward fixing the problem, especially if such problem is warranty related or related to a third party provider. The technician will

appraise each situation on an individual basis. Global Pos Solutions reserves the right to decide what final decision and/or what appropriate measures are to be taken. Global Pos Solutions reserves the right to decline any help especially if such help would incur any liability of any type. -----

Not Covered. The following, but not limited to, is not covered under this agreement: Extensive configuration or full menu building, such as major or complete change of the menu; Any major operating system problem such as format, rebuild, restore, replace and/or re-configure the hard drive, and/or any repair needed after hard drive crash or motherboard failure, or configuration and/or installation of a new computer when computer is replaced unless purchased through Global Pos Solutions; problems created due to lack of training, unauthorized access or use, accidents, spillage, voluntary or involuntary breakage, sabotage, act of God, third party software or hardware causes or third party intervention not approved and/or requested and/or recommended and/or assisted by Global Pos Solutions, and all work needed following theft, vandalism or damages due to explosion, fire of any origin, malicious or destructive event or act of God; all hardware and non-software issues due to human errors, lack of training, power supply failure, power surge or power outage; Internet connectivity issues; moving a system from one location to another; installation of one or more third party software resulting from failure of the operating system and/or hard drive unless the hardware is still under warranty. Any work needed from Global Pos Solutions in response and according to the above description, will be billed. **Credit card processor changes and reconfiguration are not covered.** If for any reason, customer decides to switch credit card processor, a fixed fee of \$300 per location will be assessed (note: the new processing company may agree, and usually does, to pay for the reconfiguration fee – consulting with them is advised). When a third party processing software is needed, it will have to be purchased by customer or processor, unless directly provided by processor. **Extensive training or re-training** of all or part of the staff and/or management, existing and/or new, is not covered unless as indicated above in this agreement. -----

On site visits. **NO on site visit is included in this agreement nor are they implied.** It is understandable for customers located in Global Pos Solutions city or state that a visit may be provided. If for any reason Global Pos Solutions agrees to a visit on site, a flat fee of \$150 for local customers within a radius of 75 miles, will be charged. Beyond that and for any out of state customers, all expenses incurred, whatever they may be, such as gasoline, air fare, food and accommodations, will be customer's responsibility. **ALL visits on site are solely at Global Pos Solutions discretion** and are not, in any circumstances, mandatory nor an obligation. Global Pos Solutions reserves the right to waive or not the fee and expenses incurred depending on the gravity and responsibility involved. -----

Software upgrades. Software upgrades are up to software manufacturers to deploy free of charge or not. Software upgrades and/or updates are not included under this agreement and will be customer's responsibility, unless such upgrade is provided free of charge by the software manufacturer. Global Pos Solutions does not provide and/or apply any upgrades, free or not, unless customer holds an annual support agreement. **Microsoft operating system issues and/or updates.** Any Microsoft or Windows updates/upgrades, if not free, are customer's responsibilities and decision. -----

Networking / electrical / data / wiring. Any system failure due to power failure, power outage, network or electrical wiring, or data corruption, are not covered under this agreement. However, extensive troubleshooting and specific recommendations will be provided. It is the business owner's responsibility to insure that all precautions to protect the equipment have been taken. It is also the business owner's responsibility to make sure that all cabling and wiring, electric or data, have properly planned and installed by respective licensed professionals. -----

Extra services. Any service or assistance requested, not mentioned in this agreement as being covered will be billed. In advance must be paid prior to any work or service being provided. -----

Repairs. All the equipment is provided new, with warranty of one to three years. Repairs (parts, labor and return shipping) are covered by the respective manufacturer's warranty during the time of this warranty. Customer is responsible for the forwarding shipping cost each time. After the warranty is expired, parts, labor and shipping round trip are customer's responsibility. There are no swaps or exchanges or cross shipping included or implied under this agreement except during the first 30 days after the date of purchase (*not the date of installation*) of new equipment when manufacturers offer exchange of the defective unit within 30 days.. Replace or repair the equipment is manufacturers' decision only. Global Pos Solutions assistance is limited to contacting the manufacturer, requesting an RMA number and insure timely repair and shipping. Repairs and/or replacement are handled separately and on a need to do basis. After expiration of warranty, all shipping charges are always customers' responsibility. -----

Payment. Payment in full of this agreement is due at the signature of this agreement for the location whose name and address are indicated above. Payment must be received before the expiration date, or within seven business days after that date to avoid the agreement being interrupted or closed and that rates remain the same. Any rate increase, if any, will be applied to the new agreement if not renew within 7 days after the expiration date. After 7 days, if no payment is received, the account is closed and no support service will be available until the agreement is renewed. Payment can be made by check to Global Pos Solutions and mailed to 10120 W. Flamingo Rd #4108, Las Vegas NV 89147 or by credit card or PayPal account on www.globalpossolutions.com/secure-payments.html unless another link is provided by Global Pos Solutions. Businesses with several locations need one service agreement per location unless otherwise established and agreed upon with Global Pos Solutions. Each location will receive, fill out and sign its own service agreement. Support agreement coverage begin once the payment has been received and processed. -----

Callers. It is important that each location provides a list of the persons' names and position who are authorized to call for support. Any of these persons must be computer literate enough to understand and execute what may be asked of them by a technician. Sometimes, confidential information need to be accessed. It is the owner's responsibility to insure that enough

trust and confidence are accorded to the persons selected and authorized to request support. Global Pos Solutions is not liable for any consequences, financial or other, that could follow due to a member of the staff knowledge of confidential business information. English is the language that will be used during all support sessions. In specific occasions and depending on the technician on duty, or if specifically required, support can be provided in Spanish or French. -----

Important Disclaimer: Global Pos Solutions doesn't provide nor imply any other warranty besides manufacturers' warranty. Global Pos Solutions shall not be liable for loss of business, loss of sales or profit, loss of data, loss of equipment, any loss due to robbery, theft, or malicious or terrorist event or sabotage or any loss due to software malfunction or data corruption, or liable for any cost incurred by customer to recover data and/or program software or hardware damaged by such or by accidental, involuntary, voluntary or malicious actions, or any actions from any party or act of God. Global Pos Solutions will assume no liability for any malfunction or defect of the software and/or hardware. It is also customer's responsibility to make sure that all their software and hardware products are an exact fit for their business **before** purchasing the Pos system. Customers decision to purchase any and all part of their Pos system is solely theirs. Global Pos Solutions is in no way, willingly or unwillingly, an influential authority in the customer's decision to purchase their point of sale software and/or hardware products. We believe in ethical, polite, respectful, honest, courteous and professional conduct at all time, and ask such of our technicians and staff. Likewise, we expect the same from our customers. In case of any conflictive situation or extreme argument, Global Pos Solutions management reserves the right to terminate customer's support service agreement at any time without refund. Global Pos Solutions reserve the right to evaluate any situation individually and to decide whether to provide refund or prorated refund, or credit or transfer.

Support service agreements sales are final. Agreements are not refundable, not transferable, cannot be prorated or transferred and credit cannot be applied for any reason. Global Pos Solutions reserves all rights.

-----END OF AGREEMENT-----

Agreement Starting Date: _____ Date of Expiration: _____

I, _____, _____, of the business described
(Please Print Name) (Please Print Title)

above, hereby declare that I have read, understood and that I agree with all terms and conditions as stated in all pages of this agreement. -----

Signature

Date

Check #: _____ **Bank:** _____

OR

PayPal Payment Transaction ID or Ticket #: _____

Please fill out and sign this agreement, and mail it with your check to:
Global Pos Solutions P.O. Box 400532 Las Vegas NV 89140
Telephone: (702) 940-0747

DO NOT WRITE BELOW – OFFICE USE