

BarCode and POS

“Barcode and Pos made easy”

TELEPHONE Technical Support AGREEMENT

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BARCODE & POS ("BCPOS") will sell the following(_____) Manufacture's TELEPHONE Technical Support and Customer agrees to prepay BARCODE & POS the total of the purchase price TELEPHONE Technical Support Agreement for one full year and agrees to prepay BARCODE & POS the total of the purchase of the Technical Support AGREEMENT subject of this Agreement under the following terms and conditions.

The items are as follows:

The Manufacture's reserves the right to refuse technical support requests from users and/or their agents, when the user is not covered under this technical support agreement. **BARCODE & POS may** provide extended technical support on a 4hr-Block-of-Time basis. However, extended technical support must be purchased separately and is not part of this agreement or contract! And it is subject to and limited to the conditions outlined below:

- 1. Customer agrees to purchase the following Manufacture's TELEPHONE Technical Support Agreement and agrees to prepay BARCODE & POS the total of the purchase price of BARCODE & POS PRICELIST QUOTE of Manufacture's TELEPHONE Technical Support Agreement or customer agrees to prepay BARCODE & POS the total purchase price of BARCODE & POS PRICELIST QUOTE through a leasing company.**
2. Telephone technical support will be available between the hours of 10:00am and 7:00pm Eastern Standard Time, Monday through Friday, except holidays, at Technical Support Number.
3. Technical support shall be provided on a first come, first serve basis, with calls being accepted or returned in the order in which they were received.
4. Manufacture's does not guarantee that it will be able to solve every problem or help all callers. Some problems may not be resolvable during a phone call.
5. BARCODE & POS reserves the right to increase the annual technical support fee from year to year to cover increased operational overhead related to providing this service.

Customer initials _____

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6. CUSTOMER may contact Manufacture's to provide product updates for users with an active technical support contract FOR ONE FULL YEAR with an active support contract. Customer understands and agrees that this contact is purchased for one full year and there are no refunds under any circumstances!
7. BARCODE & POS, or the Manufacture will require customer to have a Standard data internet connection and authorized access prior to the purchasers of this technical support agreement and must allow or the Manufacture or BARCODE & POS to remotely access their systems whenever necessary.
8. BARCODE & POS or the Manufacture reserves the right to visit during normal business hours the location of any system covered under this contract and to inspect it.
9. Customer agrees to provide necessary co-operation to Assist or the Manufacture or BARCODE & POS in providing technical support.
10. The Manufacture will make every effort to provide a 24 hour response time on all questions received.
11. Any custom software requests must be submitted in writing to the attention of: Product Development Team.
12. DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BARCODE & POS SHALL BE LIMITED TO THE SUM OF ANY MONEYS ALREADY PAID TO BARCODE & POS UNDER THE AGREEMENT WHICH THE PARTIES AGREE IN ADVANCE IS REASONABLE IN THE LIGHT OF THE ANTICIPATED OR ACTUAL HARM CAUSED BY THE BREACH, THE DIFFICULTIES OF PROOF OF LOSS, AND THE INCONVENIENCE OF INFEASIBLE OF OTHERWISE OBTAINING AN ADEQUATE REMEDY.
13. Any dispute between the parties to this Agreement shall be resolved through the process of binding arbitration as a precondition to the filing of a lawsuit within the state of Georgia law in Fulton County to resolve any such dispute.

14. POLICY:

Upon completion of purchase TELEPHONE Technical Support Agreement, Customer Understands and agrees that There are no refunds and All sales are final! (See item 6) And customer Will NOT hold BARCODE & POS liable for any refunds or remedies.

It will be the Customer's responsibility to contact the original Manufacturer to resolve all issues or concerns: as it is the policy the original Manufacturer to address any and all remedies or resolutions within their guide lines.

Customer initials _____

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I understand and agree to the conditions and terms that have been placed before me.

Company Name Title Phone Number

Print Name Signature

Fees:

Per store _____ or Multi Stores _____

Amount Enclosed*:\$ _____

OR CREDIT CARDS #

MC/VISA, DISCOVER EXP DATE PIN #

Signature Date

Print Name TITLE

Please FAX TO: 1-770-674-8534

OR mail to: BARCODE & POS

11877 Douglas Rd., Suite 102334
Johns Creek, Georgia 30005
Attention: Sales Department

*Technical support Agreements will not be accepted without payment in full.

Disclaimer:

Telephone Technical Support is for technical ISSUES only!

i.e., problems with software or hardware not working properly.

****This contract does not cover TRAINING, INSTALLATION or EXTENDED SUPPORT****

Extended Support is sold separately as an Extended 4hr-block-of-time!

***Note:** (Each 4-hr-block-of-time will be billed at \$600.00) which may cover TRAINING or in some cases Phone installation which: COVERS HOW-TO, WHEN, WHAT, WHERE & WHY!*

***Customers are recommended to purchase Installation and Training along with Technical**Support!*

Customer initials _____