



SERVICE AGREEMENT FOR ELECTRONIC CASH REGISTERS & POINT OF SALE SYSTEMS

BETWEEN (Herein referred to as USER):

AND (Herein referred to as COMPANY):

CASH REGISTER SYSTEMS, INC.

5621 Elmwood Avenue
Indianapolis, Indiana 46203

IN CONSIDERATION of the payment, yearly in advance, of the rates prescribed by the COMPANY from time to time, the COMPANY agrees to maintain the USER'S equipment listed on the invoice associated with this agreement in good operating condition, subject to the terms and conditions herein provided.

TERMS AND CONDITIONS OF AGREEMENT

SCOPE of AGREEMENT

The purpose of this agreement is to formalize an arrangement whereby the COMPANY provides on-site repair services for various equipment in consideration of annual payment in advance by the USER.

PARTS and LABOR

All parts and labor are included in this agreement. Supplies such as paper, keys, handles, drawer inserts, batteries, uninterruptible power supplies, voltage regulators, and other accessories are not included, but will be furnished at prevailing prices. COMPANY reserves the right to utilize used or reconditioned parts, as it deems necessary.

ADDITIONAL SERVICE

If additional service or shop work is required during the agreement period, it will be furnished to the USER at no cost during the COMPANY'S regular business hours.

HOURS of COVERAGE

Unless otherwise agreed to in writing by both parties, the hours of service coverage in this agreement include Monday – Saturday, 8:00 AM to 5:00 PM. This timeframe will be considered normal business hours by the COMPANY.

RENEWAL

This agreement will renew itself automatically each year at the rates in effect at the time of renewal unless cancelled in writing by either party on 60 days' notice prior to the renewal date.

TERMINATION

An agreement for specific equipment may be terminated under the following conditions:

- Either party gives written notice to the other 60 days prior to the anniversary date of its intention to terminate service.
- Termination prior to anniversary date upon 60 days written notice will be subject to a cancellation surcharge equal to 12% of the annual maintenance agreement.
- Credit will be provided for each complete unused month only; based upon your cost of maintenance less surcharge.
- Equipment replaced during the term of the maintenance agreement by the COMPANY will receive credit that will be applied to the maintenance of the new equipment.
- Agreement may be transferred to new owner/operator provided 30 days written advance notification is provided. There is no penalty for maintenance transfer

MACHINE CONDITION

It is understood that the equipment is in good operating condition on the date this agreement becomes effective. Equipment out of warranty six or more months is subject to inspection, at USER'S expense, prior to acceptance. Should repairs be found necessary, they will be accomplished at USER'S expense prior to acceptance. Renewal Service Agreement equipment is assumed to be in good operating condition and is automatically covered without inspection. **Even with the cleanest of power being supplied, computer hardware technology is subject to "unusual wear and tear during normal usage". Therefore, the COMPANY reserves the right to assess an additional hardware support surcharge for any installed hardware that has been in service for over six years in lieu of replacing said hardware with more current state of art technology.**

EQUIPMENT USAGE

For equipment more than ten years old, standard rates in effect at the time may be subject to surcharge. Maintenance rates based on average usage of up to 84 hours per week; excess usage will be subject to additional charge per published rates.

EXCEPTIONS

THIS AGREEMENT DOES NOT COVER:

- Repair or adjustment resulting from use of equipment in a manner otherwise than in accordance with instructions issued by the COMPANY
- Repair or adjustment resulting from use other than genuine manufacturer parts or accessories supplied or recommended by the COMPANY.
- Repair or adjustment caused by repairs or adjustment made by other than our authorized representatives.
- Repair or adjustment caused by water, fire, lightening, accident or USER abuse.
- Re-creation of data lost, for any cause whatsoever
- Repair or adjustment resulting from input power line fluctuations or failure to comply with proper grounding requirements.
- Repair or adjustment resulting from USER'S failure to perform required customer preventative maintenance.

The COMPANY'S sole obligation under this agreement is to inspect and make repairs as herein provided. USER hereby agrees that there are no warranties express or implied, which would impose upon the COMPANY any other obligation or liability and the COMPANY neither assumes nor authorizes any person to assume for it any such other obligation or liability.

Please sign and return to CASH REGISTER SYSTEMS, INC.

CASH REGISTER SYSTEMS, INC.

Customer Name _____ Number _____

By: _____ Date: _____

By: _____ Date: _____