



Pomodo's Business Ready Complete Support Policy for your System

Included with an Active Pomodo Subscription!

*Every Step of the Way....Maximize the Value of Your System, Feel Confident in Your Choice and know
you're covered when you need it.*

Insurance and protection plan for your hardware and software system

Full Swap- Out Support Policy Features Include:

1. Next Business Day Replacement /Swap-Out Service

Pomodo will send part(s) or a Technician on-site for service for any hardware failures on all equipment covered under the policy. There will be no charge for the travel time as indicated in this agreement. See section E for details.

2. Toll Free Help Desk Phone Support

24 X 7 Phone Support from In House Technicians--No outsourcing

3. Unlimited Web / Phone Training

Call and spend time with our knowledgeable staff and receive ongoing training on your software.

4. Online Portal

Full online resources, video tutorials, knowledge base, submit support tickets, downloads, pay and order online.

5. Remote Access Support

Pomodo uses software that gives us the capabilities to connect remotely to your system to fix and diagnose any challenges.

This Support Policy Agreement (Agreement) is entered into by Automated Data Instruments DBA Pomodo (Provider) and Policy Holder (Customer) and will be the governing document as it relates to service and support provided by provider.

A. Hardware swap-out replacement

A.1 --Items not covered for on-site service or replacement:

The below items are not covered under the Hardware Swap Out Policy. If these items are replaced or on-site service is provide it is chargeable at current policy rates even if they were provided by or purchased from Provider. Phone support will be provided to assist with replacement.

- **Wiring:** including but not limited to: Network cables or jacks, power cables
- **Network router, hubs or switches:** This policy does not cover the replacement / service of any hubs, routers, switches or wireless network connections of any kind even if purchased from Provider.
- **Connecting to an existing network:** Provider will be limited to the support that can be provided when connecting to an existing network. Provider will work with Customer's IT staff to resolve any issues that may occur as a result of being on an existing network. Provider will not be responsible for data base connections failures, internet access, passwords, domain names, remote (network printer) failures or any other network related issues deemed a result of being a part of an existing network.

Phone support only will be provided and related to general networking issues only on the Customer's network. It may be necessary for Customer to have assistance at own expense to solve networking issues.

- **Report Printers:** If report printer needs repaired or replaced, Customer will be charged and/or manufacture warranty will apply

Provider cannot guarantee any compatibility on hardware not provided by Provider; any support requested on non-Provider hardware is chargeable at current policy rates.

- **UPS: Battery backups:** If needs repaired or replaced will be chargeable and/or manufacture warranty will apply - batteries not covered.
- **Computers not purchased from Provider with or without software:** Due to the many variables with existing computers it may be determined that Customer's computer may not be compatible with the software and may not be able to have the software installed. Provider will not be held liable for any loss of data or system failure as a result of installing of software. Provider cannot guarantee any compatibility on non-Provider hardware; any support requested on non-Provider hardware is chargeable at current policy rates.
- **Spyware and Virus Issues:** It is the Customer's responsibility to maintain and update virus and spyware software.
- Provider will not be held liable or responsible for any issues, problems, or loss of data due to viruses / spyware.

- **Internet service:** Provider will not be held liable or responsible any issues or problems as a result of internet services. It is the Customer’s responsibility to solve any internet issues.
- **Wi-Fi / separate internet connection:** For security purposes, Provider requires its own network with internet access. No other computers or Public Wi-Fi should be connected to the POS network. For an additional fee Provider can set-up a Wi-Fi network / other network but it is policy that if for any reason there is an issue with this network additional charges will apply. Wi-Fi networks and routers are not covered under this Agreement. *If using DSL Pomodo does not install separate internet network connections.*

If Customer is **sharing** internet connection with other devices (i.e. cameras, juke box, Wi-Fi, etc.) Provider is not responsible for these devices (setup, performance or connections). For best results install a 2nd internet connection so that these devices are on their own internet connection.

A.2 –Customer Replaceable Swap Out Items-On-Site Service not Covered

The items listed below are swap-out replacements only. This means that Provider will cover the cost of the item and to send / drop-off the item but any on-site service that is requested or provide *is chargeable at current policy rates*. These items are deemed user replaceable because they are deemed by the industry as “plug and play”. Phone support will be provided to assist with replacement. Provider reserves the right to exclude products from the policy and to replace a product with a replacement that is the equivalent in features and quality and not necessarily the same model or name brand. All replacement products will be in like new condition.

- **Cash Drawers**
- **Credit Card Readers**
- **Bar Code Scanners**
- **Printers**
- **Credit Card Devices**
- **Customer Displays**
- **Keyboards**
- **All In One Touch Screen Power Supply**

Shipment method:

Replaced product will be shipped or delivered within 24 hours of the next business day from time of received call and technical support department authorization. All replacement requests need to be verified by the Technical Support Center prior to the shipment or delivery of any replacement products. All returned items must be shipped prepaid. All manuals, cables, ribbons, paper guides, etc. must be returned. Provider is not responsible for shipper’s inability to ship or deliver products. Provider reserves the right to ship customer replacement items not the entire unit to fulfill this contract if it is feasible to do so. For example if Customer is having a

problem with receipt printer, and Provider's technicians feel that the receipt printer is the problem they will ship a replacement receipt printer. Provider requires Customer to return the defective product within seven (7) business days from receiving the replacement product. Customer's signature on this policy allows Provider to charge Customer's credit card or account on file for the full amount of any and all product not returned within the above mentioned time limitation. Unpaid invoices could result in the suspension of all support services.

B. Credit Card Setup

B.1 --Credit card processing software, hardware and terminals

As the Policy holder, Customer, is authorizing Provider or an employee/contractor to install, setup, configure or support credit card software, hardware or terminals. Customer is authorizing Provider to have access to the following information in Customer's behalf: merchant numbers and other merchant information, authority to call the processor in Customer's behalf, run test sales, and obtain processor's information for purposes of setup and configuration.

Confirmation of credit card and electronic transactions: It is the Customer's responsibility to ensure that credit card and other electronic transactions are being deposited correctly, charged correctly, received on time, and deposited in the correct account. It is the Customer's responsibility to notify processor directly and correct any problems.

C. On-site Service

C.1 --What is covered for on-site service

Computer system failures, system not booting up or ringing up sales, or hardware replacement for items not listed in sections A.1 or A.2 of this agreement.

No charge for time, parts or travel (with-in 300 mile radius of Johnstown, PA – "service location") for policy holders. (See Addendum A)

C.2 -- Response Time and Travel:

On Site Service (not charged) is at the discretion of Provider and to be used for service repair work only. Technicians will arrive the Next Business Day between the hours from 7:00 am to 7:00 pm.

C.3 --On-site service calls:

There is no charge for travel or time within Provider's service location. On-site Service is to be used for repair time on hardware listed only and may not be used for any other

service/hardware maintenance not covered. Unused hours will not carry over to any new contract nor be refunded in any way.

C.4 --Same Day, after hours, weekend and holiday *on-site* service:

Same day, after hours, weekend and holiday *on-site* service *is very limited and it not guaranteed or promised in any way.* All after hour, weekend and holiday on-site services could be *billable at current policy after hour /weekend rates.* Provider will make every attempt to conduct any next business day on site replacement as soon as possible, but no same day service is guaranteed.

C.5 --Locations outside POMODO's Service Area:

Airfare, lodging and per diem will apply for training and service calls outside Provider's service area. These are billable at the current per day rate unless otherwise specified prior to the trip being made. (Provider's Service Area is 300 miles from Johnstown, PA)

D. Phone Support

D.1 Normal Support Hours

Normal help desk call in hours are Monday thru Friday 9 am to 5 pm EST excluding Holidays and have a **4 hour response time.** Excluded days may from time to time change.

D.2--After Hours Support Mission Critical:

After hours support calls are designed for Mission Critical support and have a **same day response time.** Every attempt will be made to respond within 1 hour or less, but should there be circumstances outside the technician's control, same day response will be provided. When calling please tell the operator that system is down and you need Mission Critical support. A Mission Critical item is if your system will not operate, turn on or function to run your business. Only Mission Critical calls after normal support hours will be returned. If the call is deemed not Mission Critical, the call will be returned the next business day.

D.3 How phone calls are handled

Provider *only supports key operators that have received at least basic training on the system and software.* All support calls are handled through a call in message center. It is Provider's goal to provide a live person to give information to. After Customer provides operator with all the requested information, a support technician is immediately notified via a voice call, text

message and through e-mail. All calls are returned in the order that we receive the calls. Any calls that are incomplete and returned by the Customer may be put back in the queue.

D. 4--Scheduling time with a support person: It may be determined that in order to resolve a support incident more than 15 minutes may be needed, or require more than one call. In this case, an appointment may be scheduled at a time convenient to both the contract holder and Provider. It is policy for Provider's support person to call the Customer at the agreed date and time.

D.5--Software Bugs:

If it is determined that the problem that the Customer is having with the software / system is a bug in the software, Provider will support the software in accordance with manufacturer's warranty and its terms and conditions only. Provider will not be held liable or responsible for any issues, problems, or loss of data due to manufacturer's bugs or defects.

D.6--Remote Access:

It is the Customer's responsibility to have internet access for Provider to be able to connect in to system remotely. If not, and an on-site service call is necessary as a result the time will be billable. By signing this support policy Customer allows Provider to remote into system for service work and updates. Provider will notify if this was done.

D.7 --Software Releases (version changes)

Software releases from Pomodo are normally included in this policy. *New modules are chargeable.*

E. Policy Terms and Conditions

E-1 --Policy commitment

Hardware swap out and on site coverage is only valid on select purchased hardware from Pomodo and with an active, valid Pomodo Subscription. Hardware swap out is provided for 36 months from the original invoice date. After 36 months, hardware is no longer covered under the swap out policy. The Customer can choose to upgrade the hardware to extend swap out for another 36 months, or replace hardware at the cost of Customer if it fails. After the 36 month term, phone and email support will continue to be provided for the hardware, provided that the issue can be fixed without replacing the hardware.

Customer's system delivery date, and "going live" does not impact the start date of the hardware swap out 36 month term.

Provider has the right to bill and collect for product not returned to Provider within the guidelines set forth in this agreement.

This support policy shall terminate if either party breaches any agreements including the subscription agreement between parties.

E.2--Adding locations and or additional equipment to your contract:

All new locations and or approved equipment added to Customer's policy will be covered under swap out for 36 months from the invoice date of purchase. Any items replaced under the swap out policy will keep the original 36 month term. Replacements will not extended the 36 month term.

Pomodo reserves the right to discontinue this program at any time. If discontinued all previously covered equipment will remain covered for the remaining time on the 36 month term, but no new equipment will be covered if added after the program is discontinued. Your invoice will show what is covered by line item and should be kept for your records as proof of your 36 month term.

E.3 --Past due accounts:

If Customer account with Provider is past due for any amount, due to nonpayment, returned checks, or any other reason, Customer access to support will be suspended until the account is paid in full or arrangements to take care of the past due balance are made. Please keep in mind that even though account is suspended, time is still being subtracted from your 36 month hardware swap out term. If Customer account is suspended, Customer may purchase support at the current support rate, but that support must be paid in full prior to the support being provided.

E.4 --Non-transferable:

Customer may not lend, lease, rent, sub-license or otherwise transfer rights under this support policy. Resellers are independent and in no way represent Provider. Any and all representations, warranties; implied or express, by reseller on behalf of Provider are void, AND IN NO EVENT shall Provider be liable for any loss, damage, or injury of any nature, whether direct or consequential in connection with or resulting from the use of the products.

E.5 --Terms and conditions:

Verbal statements or promises made by any Provider employees or contractors are void, and only statements in this policy are valid. This is a support policy for technical support to the Provider's designated location for support, on a first come – first served basis. It is limited to, hardware and software purchased from Provider or an authorized provider unless specified in writing and attached as a part of this contract. Data recovery covered under this contract is *limited to restoration of the most recent data backups retained by the Customer*. Direct connection to the Customer's system via the internet will require the Customer to have a valid copy of the communication package specified by the provider. Provider assumes no liability for data security or confidentiality. Provider is not responsible for any loss of data, sales, credit card sales or any items related to loss of data or system failure.

E.6 --Disclaimer:

Provider and its members provide this service to you "As Is" and does not warrant that the information provided will be error free or will meet any or all customer needs. Any support errors that are identified by clients of Automated Data Instruments, Corp. will, when identified, be evaluated by a support person to determine whether the errors apply generally to the program will be forwarded to the program authors. Any errors that are peculiar to that specific customer will, at the option of Pomodo be dealt with by using one of several methods of correction. In no event shall Pomodo be liable for any loss, damage, or injury of any nature, due to the above, whether direct, consequential in connection with, or resulting from the use of the service. The warranty and remedy provided above are exclusive and in lieu of all other express warranties and unless stated herein, any statements or representations made by any other person or firm are void. The duration of any implied warranties of merchant ability or fitness for a particular purpose on your product shall be limited to the duration of the express warranty set forth above. Except as provided in this written warranty, neither the manufacturer, nor its affiliates shall be liable for any loss, inconvenience, or damage including direct, special, incidental, or consequential damages, resulting from the end use or inability to use the product, whether resulting from breach of warranty or other legal theory.

E.7 --Governing Law:

This policy agreement shall be constituted under and governed by the laws of the State of Pennsylvania, and the United States of America. Any legal action required by either party must be filed in one of the above-mentioned states. Action filed in any other state or country will not be valid; and it is agreed that such action will be moved to one of the above-mentioned states. In the event that any one or more of the provisions or parts of any provisions contained in this Agreement shall for any reason be held to be invalid, illegal, void or otherwise unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, void or unenforceable provisions had never been contained herein. Some states do not

allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

E.8--Limitation of Liability:

In the event that a product malfunction leads to damage or injuries to the product, to the customer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, POMODO shall not be liable for such damages or injuries. The customer understands and agrees that if POMODO shall be found liable for loss or damage due from failure of POMODO to perform any of POMODO's obligations hereunder or the failure of the product in any respect whatsoever, POMODO's liability shall be limited to \$250.00 and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of POMODO's obligation, breach of express or implied warranty, or from negligence, active or otherwise, POMODO, its agents, servants assignees or employees. In no event shall POMODO be responsible for any other damages, including special or consequential damages and all parties, their agents, contractors or licensees will not under any circumstances be liable for any or consequential damages, including, but not limited to loss of data, loss of time, loss of funds or any other losses resulting from the setup or configuration of credit card software, hardware or terminals. There are no expressed or implied warranties made herein.

Addendum A

Product	On-Site Service Swap-Out Replacement	Swap-out Replacement Only Via shipping carrier	Manufacturer Warranty Only
POS Unit (s)	Yes	Yes	N/A
POS Software	N/A	N/A	N/A
Back Office Software	N/A	N/A	N/A
Thermal Receipt Printers	No	Yes	N/A
Cash Drawers	No	Yes	N/A
Kitchen Printers	No	Yes	N/A
Customer Display	No	Yes	N/A
Barcode Printer	No	Yes	N/A
Credit Card Terminal	No	Yes	Yes
Scanner	No	Yes	N/A
Routers	No	Yes	N/A
Mobile Units / Tablets	No	No	Yes
Back Office Computer w/Monitor	No	No	Yes
Dedicated Base Station / Server	Yes	Yes	N/A
Scales	No	No	Yes

**Swap out coverage subject to change*