

## **DRS Software Support Agreement & Authorization Form — 2014**

**PRINT, FILL OUT and FAX both pages to 800-322-9471 or scan and email to: [support@digitalretailer.com](mailto:support@digitalretailer.com)**

Digital Retail Solutions Inc. ("DRS"), a Virginia corporation, hereby agrees to provide continuing support services, including any initial free Warranty period, to the below named registered customer ("Customer"), for the Software listed herein (the "Software"), in accordance with the terms and conditions hereinafter set forth.

Store Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State/Prov. \_\_\_\_\_ Zip \_\_\_\_\_

Software:  DRS Add-ins  QuickSell 2000 (PPI)  MS-POS Microsoft RMS:  Store Operations  Headquarters (multi-store)

Customer: \_\_\_\_\_ Digital Retail Solutions Inc:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Name and Title (print)

### I. SOFTWARE SUPPORT TERMS AND CONDITIONS

DRS further agrees to provide and the Customer accepts and agrees to pay for Software Support Service on the terms and conditions herein set forth, AT PRICES THEN IN EFFECT. Standard support is provided to new customers during the initial term specified in the purchase of Microsoft RMS/POS software from DRS, during weekdays at hours listed herein. Continuing support to DRS customers and non-customers alike is available on a pay-per-incident basis or by monthly contract, payable by a valid credit card on file. This includes chat, email, remote logon, or phone support. Additional charges apply to weekend and after-hours service, as defined herein or posted at [www.drshelp.com](http://www.drshelp.com). **Second tier support is available from Microsoft Dynamics.**

### II. FURTHER TERMS AND CONDITIONS APPLICABLE TO SUPPORT AGREEMENT.

**1. Terms.** This agreement shall not be binding until accepted in writing by an authorized officer of DRS. Terms of payment are herein above set forth. DRS's obligation to deliver the Software Support shall be subject to the credit terms so provided. Monthly support is billed in advance of each month.

**2. Software Support Service.** Shall consist of the following:

a. **Services to be Provided.** First level support and on-call availability to resolve operational problems and general system maintenance if already covered by existing software and hardware warranties, provided that the call is not the result of the Customer violating any of the provisions of Section II(3).

b. **Continuation of Software Support Service.** The provisions of this Agreement respecting Customer's receipt of Software Support (Section I) will be automatically renewed for as long as Customer continues to request support services. Monthly support charges are billed in advance of each month.

c. **Price Increase.** DRS shall provide Customer with thirty (30) days advance notice of any increase in DRS's standard Software Support Service fees by posting such changes on DRS's website Support pages ([www.drshelp.com](http://www.drshelp.com)).

d. **Software Updates.** Revisions and updates to Microsoft Retail Management Systems software will be issued as they become available. Updates and revisions to the software are provided by Microsoft Dynamics (formerly Microsoft Business Solutions), as long as the Customer remains an active member of a Business Ready Maintenance Plan, a Microsoft service. Renewal of the Microsoft annual plan is available from DRS at the Customer's discretion. Customers whose annual plan from Microsoft is no longer in effect, may purchase updates as available, at such fees set at time of issue.

### 3. Special Conditions Applicable to Warranty and Software Support Service.

DRS's Warranty and Software Support Service obligation hereunder shall be subject to the following limitations:

a. DRS shall have no obligation to repair or service:  
-Damage or data loss arising from misuse, negligence, alteration, improper electrical wiring, improper I/O wiring, or failure to secure daily and weekly backups.

-Damage or data loss caused by accident, transportation, or accessories and attachments not furnished by DRS.

-Damage or data loss resulting from failure to provide a suitable installation environment as advised by qualified DRS service personnel.

-Damage resulting from hard drive or CPU failure during normal use or damage resulting from virus infection.

b. DRS reserves the right to cancel service without notice to customers who have refused service payments, are past due on account, or otherwise owe DRS.

c. DRS shall not be required to provide electrical work, networking, or wiring external to the Software. 3rd party software not covered in this agreement includes utilities or software purchased elsewhere other than Microsoft RMS or DRS add-ins.

d. DRS will take reasonable steps to alert Microsoft Dynamics or DRS development office of any programming errors in the software that are brought to its attention, provided the Customer is using the most current version of the software.

e. Service shall be rendered during client's local service hours in the USA or Canada, currently defined as follows:

Weekdays: Monday-Friday 9am-6pm your local time

Emergency: After-hours and weekend support is available from Microsoft Dynamics by logging into CustomerSource (requires an active Microsoft software maintenance plan).

f. DRS shall have no obligation whatsoever to repair or service damage caused in whole or in part by catastrophe, improper or unauthorized use of the Software, or any modifications thereto by the user without prior approval of DRS, or by causes external to the Software. Any replaced parts by DRS shall become the property of DRS.

g. Customer must maintain a functional Internet connection during business hours for any on-line support. **This connection should be operating prior to any requests for service.** Failure to comply to this requirement may result in the inability to provide services if a DRS Support technician is unable to connect to the Customer's PC to provide assistance, diagnose a problem, or resolve an issue. Callback support is limited to training only.

h. Customer must make sufficient daily, weekly and monthly backups to CD, network or ext. drive, or removable media and instruct employees in proper execution of backup procedures.

**4. Limitation of Liability.** Customer agrees that DRS shall not in any event be liable to Customer for lost profits or special, consequential, or exemplary damages, under any circumstances, arising from this Agreement, the Software, or DRS's negligence, or otherwise, and DRS shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to acts of God or the public enemy, acts of government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Customer, or any other case or condition beyond DRS's reasonable control.

**5. Limitation of Remedy.** Upon any failure of the Software to conform to the warranty set forth herein, or should DRS fail to perform any of its obligations herein (including Software Support Service obligations), Customer's sole and exclusive remedy shall be DRS's repair or replacement of the defective component as provided in this Agreement except as otherwise provided herein, and in lieu of any and all other warranties or rights, DRS disclaims and Customer waives any and all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for particular purpose, arising by operation of law or otherwise. Any implied warranties imposed

by operation of law are to be coextensive with the express warranties contained herein.

**6. General.** In the event the Software is sold or moved out of the service area defined herein, DRS shall have the right to cancel the Software Support Service.

The waiver by DRS of a breach of any provision of this Agreement by the Customer shall not operate or be construed as a waiver of any subsequent breach by the Customer.

This Agreement may not be assigned or transferred by Customer without written consent of DRS.

This Agreement has been entered into, and shall be governed and construed under the laws of the State of Virginia.

This Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and shall not be modified except in writing signed by the parties hereto.

No representation or statement not expressly contained in this Agreement or incorporated herein by reference shall be binding upon DRS as a warranty or otherwise.

Customer acknowledges that it has read this Agreement, understands it, and agrees to all terms and conditions herein.

**Credit Card Payment Authorization Form** — You must complete form in full to gain access to DRS Support services. **PPI support is required (☒) with all contracts** to provide emergency or system restore services regardless of which plan option is selected.

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST/Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Country:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail confirmation to:** \_\_\_\_\_

**Card #:** \_\_\_\_\_  MasterCard  VISA  AMEX  Discover

**Expiration Date:** \_\_\_\_/\_\_\_\_ **Card Holder Name:** \_\_\_\_\_

**Card Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST/Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

I authorize Digital Retail Solutions (DRS) to charge my credit card for any continuing services, support, or training **that falls outside of any services provided with my initial purchase** including:

**DIY Plan (DIY):**  \$299/year — self service Knowledge Base access only; additional services at PPI rates

**Annual Service Plan (ASP): 1-2 PCs:**  \$695/yr or  \$69/mo, **3-5 PCs:**  \$895/yr or  \$89/mo, **6-10 PCs:**  \$1295/yr or  \$129/mo, **11-20 PCs:**  \$1695/yr or  \$169/mo — includes self service KB access, plus unlimited chats, email/tickets, remote logons, and callback incidents pertaining to general operational assistance for Microsoft Dynamics RMS; system restore services charged at PPI rates

**Optional services (by request):**  **Custom Import Conversions (XLS, CSV, tab-delimited):** \$125/hr

**Pay-per-incident Support (PPI):** Live chat/remote/callback sessions = \$125/incident up to 1 hour;

↓ Email-tickets = \$50/incident up to 15 minutes; plus \$2/min for add'l minutes; base pre-payment required

**PPI is required with all contracts** to provide emergency or system restore services regardless of plan option selected.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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