



Support Agreement

This support agreement is made between the Customer and Breakaway Restaurant Solutions (Supplier) and is valid from the day the support fee is paid. The following terms laid out in this document are subject to change with 30 days written notice. This agreement is for support services only and does not include any access to software upgrades or maintenance releases which may be offered under a separate maintenance agreement.

- I. Working days
 - a. Monday – Friday 8am CST – 5pm CST Standard Consultation Hours
 - b. Monday – Friday 5pm CST – 10:30pm CST After Hours Consultation Hours
 - c. Saturday – Sunday 8am – 10:30pm CST only After Hours Consultation Hours
 - d. No support will be offered on the Thanksgiving or Christmas holidays
- II. Support Scope and Definitions
 - a. Standard Consultation is defined as an issue or question that does not directly affect the store operating in a normal function (e.g. : reporting issues, setup questions)
 - b. After Hours Consultation is defined as an issue that is directly affecting the store operating in a normal function (e.g. : Printer not functioning, credit cards down)
 - c. Incident is defined as a single support issue and the appropriate effort that is required to solve it. A single support issue is a problem, which cannot be divided into subordinate problems. If a problem includes subordinate problems, then each will be treated as a separate incident.
- III. Responsibilities and undertakings of the customer
 - a. In order to ensure the best possibility to identify the problem, Customer shall as far as possible, supply as much detail and other relevant information on the problems occurred
 - b. Customer will pay for installation, maintenance and use of an internet-based connection, associated telephone line use charges, and the remote communications software package. Failure of Customer to provide these provisions may limit Supplier's effectiveness in resolving problems in a timely manner or at all, but in no event shall Customer be relieved of its payment obligations arising hereunder. Non broadband customers are subject to a surcharge.
- IV. Support Obligation for the software
 - a. Supplier is only obligated to support the last major version of the software. Supplier will make attempts to support older version but may require upgrade of the software to correct issues that the customer is experiencing.
 - b. Supplier does not guarantee that the software can be used without disruption, nor that all problems will be solvable



- V. Exclusions and limitations
 - a. Issues arising because of negligence of the customer or its employees. This includes but not limited to web surfing that results in viruses, spyware or malware on the computer. These issues will occur additional costs to correct
 - b. Supplier support does not include support attributable to any hardware or other any software that does not approved by supplier
 - c. Non-Supplier purchased hardware subject to a setup fee
 - d. Extensive training questions that will take more than 15 minutes are subject to current hourly rates and may need to be scheduled
 - e. Requests of the customer for menu setup or changes to the setup to be performed by the supplier may be subject to additional charges
- VI. Force Majeure
 - a. Neither party shall be liable for any breach of the Agreement which is caused by a matter beyond its reasonable control including Act of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central government
- VII. Terms and Termination
 - a. Premier Support plan costs will be billed at \$85 USD per month per location and customer will be afforded unlimited number of incidents during consultation hours. Agreement shall enter in to affect the on the date of signing up and shall be valid on a reoccurring monthly basis until customer provides 30 day written notice.
 - b. Customer may elect support on a Pay-Per-Incident basis. Customer will pay all fees in advance to supplier. Each Incident will be billed at a fixed rate of \$100 USD if a support agreement is signed in advance with payment information on file. The charge will be \$120 per incident without an agreement and payment on file.
 - c. If payment is declined for any reason support services will be interrupted until the customer's account is current again
- VIII. No Warranty
 - a. ALL PRODUCTS AND SERVICES DELIVERED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY.
- IX. Limitation of Liability
 - a. IN NO EVENT SHALL SUPPLIER'S LIABILITY PURSUANT THIS AGREEMENT EXCEED THE MOST RECENT FEE PAYMENT. SUPPLIER'S LIABILITY MAY BE FURTHER LIMITED AS PROVIDED IN THIS AGREEMENT. SUPPLIER SHALL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

Please Select one Premier Support _____ Pay Per Incident _____

Customer Company Name _____ Location # _____

Signature _____ Date _____

**Please complete the Support Payment Authorization form and return along with this form if signing up for Premier Support*