



## CUSTOMER CARE AGREEMENT

This AGREEMENT is between ArbelSoft, Inc., headquartered at 454 Main St. Suite# 6 Fort Lee, NJ 07024 (hereinafter referred to as "AB") and \_\_\_\_\_ Located at \_\_\_\_\_. (Hereinafter called "Customer").

**WHEREAS:** AB is engaged in the business of Computer System Integration and Maintenance Service.

**WHEREAS:** Customer desires to utilize the services of AB in the furthering of said business, and AB wishes to provide services to Customer in accordance to the terms and conditions hereto;

**WITNESS:** That the parties hereto do mutually agree and covenant as follows:

- 1. Object:** AB shall furnish Maintenance Service according to service plan(s) such as \_\_\_\_\_ for software and or hardware (hereinafter called "Service") to Customer.
- 2. Term:** This Agreement shall be effective from \_\_\_\_\_ (hereinafter called "Agreement Date") and continue to be effective to \_\_\_\_\_ (hereinafter called "Termination Date") for (\_\_\_\_) year(s) (hereinafter called "Basic Contract Term") and thereafter will be automatically extended for one year unless terminated by one of the parties in writing or e-mail 3 months prior notice. The same rule shall apply when the extended term expires. Upon the expiration or termination of this Agreement by either party as provided for above, the rights and obligations of the party's under this Agreement shall end.
- 3. Scope of Service and Fee:** The scope of the Service and Fee shall be set as follows;
  - Free software update: *Silver Edition & higher level contract*
  - Free technical supports and trouble shootings: *Silver Edition and higher level contract*
  - Free loan major hardware, computer, monitor or printer: *Gold Edition or higher level contract*
  - Free hardware repair except parts cost: *Gold Edition or higher level contract*
  - Free hardware repair or replacement includes labor and parts cost: *Diamond Edition*

The contract covers the following items;

- All AB's Basic hardware only such Computer, Touch Screen Monitor, Invoice printer, Cash Drawer and UPS.
- Technical support is available for optional items purchase from AB

The contract does **not** cover the following services;

- Windows re-installation caused by immediate power turned off or corruption or virus affection or hardware malfunction caused by third parties software installation

At no point will AB be responsible for consequential or incidental damages to the hardware or the software. Additionally, AB under any circumstance is not, liable for damages resulting from a personal failure to use the product properly, regardless of whether or not this misuse was intentional or due to lack of knowledge on how to comply with the proper usage of the product.

During this time period, if a problem arises with either the software or hardware, it is only after a close evaluation of the situation, and ultimately AB's sole discretion to decide whether to replace or correct defective software or hardware. AB is the sole authority when deciding whether or not to charge an additional fee for the implementation or correction of damaged parts.

- All AB's software re-installation for third party's computer except purchased or rented software.
- Software driver installation for third parties hardware.
- All necessary Shipping & Handling charges.
- Must be insured when shipping items to AB when hardware returns for repair.

## SERVICE PLANS

PLANS	SERVICE OPTIONS		UNIT	QT'Y	Service Charge / Unit / Year	
1	<b>Silver Edition</b>	<input type="checkbox"/> Software Maintenance <input type="checkbox"/> Hardware_Maintenance	Server		<input type="checkbox"/>	\$450
			Client		<input type="checkbox"/>	\$270
2	<b>Silver Edition Plus</b>	Silver Edition plus remote Hosting Backup Service	Server		<input type="checkbox"/>	\$700
3	<b>Gold Edition</b>	Software & Hardware Maintenance includes labor except parts cost.	Server		<input type="checkbox"/>	\$750
			Client		<input type="checkbox"/>	\$450
4	<b>Gold Edition Plus</b>	Gold Edition plus remote Hosting Backup Service	Server		<input type="checkbox"/>	\$1000
5	<b>Platinum Edition</b>	Gold Edition for SyncMax + Backoffice System only	Server		<input type="checkbox"/>	\$800
			Client		<input type="checkbox"/>	\$480
6	<b>Platinum Plus</b>	Same as above plus remote Hosting Backup Service	Server		<input type="checkbox"/>	\$1050
7	<b>Diamond Edition*</b>	Software & Hardware Maintenance Includes labor & parts replacement	Server		<input type="checkbox"/>	\$950
			Client		<input type="checkbox"/>	\$570
8	<b>Diamond Plus*</b>	Diamond Edition plus remote Hosting Backup Service	Server		<input type="checkbox"/>	\$1200
9	<b>Diamond Backoffice*</b>	Diamond Edition with SyncMax + Backoffice System only	Server		<input type="checkbox"/>	\$1050
			Client		<input type="checkbox"/>	\$570
10	<b>Diamond Backoffice Plus*</b>	Same as above plus remote Hosting Backup Service	Server		<input type="checkbox"/>	\$1300
11	<b>BackupMax</b>	Remote Hosting Backup Service	Server		<input type="checkbox"/>	\$360/ Loc.
* Please check <input checked="" type="checkbox"/> appropriate box(es) for your choice * All Diamond editions are eligible for system has under warranty or upgrade service contract only.			<b>TOTAL \$</b>			

A. Computer ID \_\_\_\_\_      ▪ Location \_\_\_\_\_

B. Computer ID \_\_\_\_\_      ▪ Location \_\_\_\_\_

**4. Payment:** Fees for Services described above: Reinstating maintenance requires a Customer Renewal contract. Customer shall make payments in advance to AB. Failure to comply with payments in a timely manner shall result in the immediate termination of your maintenance contract. Fees for Additional Services: Fees shall be defined in a separate agreement between the parties related to Additional Services.

Tax: Taxes directly or indirectly related to services that AB provides, shall be charged in addition to service fees.

**5. Loss and Damage**

Customer agrees that he or she will not assert any claim for and hereby releases AB from any liability to Customer, its employees or others for special, incidental or consequential damages (as defined by applicable law), losses or expenses arising out of the operation, repair, maintenance, modification or removal of the Equipment, any delay or failure of the Equipment to operate, whether or not AB has been appraised of the potential for such damages. Customer shall indemnify AB against any and all costs arising from injury to persons or property resulting from removal of the Equipment; Customer shall defend, at its expense, all suits or claims which may be asserted or

brought against AB that results from Customer's use, operation, repair, maintenance, modification or removal of the Equipment; and Customer agrees to satisfy all judgments and fines recovered against AB for which CUSTOMER has indemnified AB.

**6. Confidentiality:** Both AB and Customer shall, except for the cases defined differently in this Agreement, make all and any information strictly confidential (including tangible and intangible entities). These may not be used for any other purposes than the services, and shall not be, without prior written notice or consent from the original source of the information, transferred to any third parties. The above provision will be overridden if the information is out of the party's reasonable control, such as if it is due to the request of an auditing firm.

**7. Termination:** Customer and AB shall be entitled to terminate this agreement if either party disregards the terms and conditions of this Agreement repeatedly. In such event, the party seeking to terminate this agreement shall send a written notice to the other party and shall be entitled to terminate this Agreement if the other party makes no adjustment within 60 business days after receiving the written notice. Customer and AB shall be entitled to terminate this Agreement 3 months prior to termination via notification In writing, in the case that an agreement could be made between Customer and AB in regard to the Service, the way of providing service, and the costs.

**8. Consequence and Termination:** This Agreement shall lose its effectiveness when the letter of termination is delivered and the deadline described in the above paragraph 'TERMINATION' is over.

**9. Modification.:** No modification of this Agreement shall be binding upon the parties hereto, or either of them, unless in writing and duly signed by the respective parties hereto. This Agreement shall be binding beginning on the date accompanying the signatures below.

**10. State Law:** It is the intent of both parties that this Agreement shall be a transaction occurring in the State of New York and shall be construed and interpreted, in accordance with the laws of New York notwithstanding its choice of law rules. Any litigation hereunder by either party shall be brought in a Court of the State of New York unless such Court decides that it does not have jurisdiction. Both parties by their signature agree hereby to submit to the jurisdiction of the Courts of the State of New York.

**11. Others:** AB and Customer shall communicate through written documents in accordance with this Agreement, using means of communication such as e-mail, courier service, certified airmail, and facsimile. The communication shall be deemed delivered to the other party when the document reaches the other party in case of e-mail, courier service, and certified airmail, and when the delivery is confirmed via phone in case of facsimile. Either party may, at any point, can change the mailing address by providing the other party with the changed address.

AB is an independent agent performing Services within the scope of this Agreement, and shall not have any Authority to take responsibility to affairs of Customer or represent Customer unless authorized to do so by Customer.

For the occurrence not described the above shall be instructed by the agreement between Customer and AB.

CUSTOMER	AB
Store Name:	Arbelsoft Inc.
Title : _____	Name : _____
Sign : _____	Title: _____
Date:	Sign: _____
	Date: _____