



2012 Support for your Business

Expectations (MUST READ)

What you own is a very powerful tool to assist you in managing your business. Treat it as such. Just like any tool, they need to be taken care of and regularly fine tuned. Expect failure within the system due to these conditions that are NOT 100% controllable. You will have inefficiencies and failures due to these some of these factors: electrical currents, hardware failure, operating system failure, software bugs, act of God, system wearing down, malicious acts, viruses, malware, and many other abuse and neglect. Transtar POS is not responsible or liable for any and all system failure and efficiency. It is the cost of doing business with a highly powerful system. If you are not able to accept these terms, please consider using a calculator as it will not have these problems. What we are responsible for is the response when you call for help. We can't stop all problems but we can prevent most if you follow our guidelines and suggestions. Sometimes, things happen and we don't know why. It may take us a long time to figure out or we may not figure out but we will solve it either by replacing it or wiping it out. There's always a solution. We are your IT team, we are NOT God. We can't stop the problems from occurring nor anyone can. Our philosophy is that we are here to assist you to be successful but we can't run your operation and can't make everything perfect 24/7. We know things will break down. You must acknowledged it too. Once you do, everything is an easy fix. There will be other unforeseen costs because you are running a business. Just like any business, it takes time, resources, and energy to be put in the system continuously in order for the system to help you operate the way you want it. God bless

Why Renew Transtar POS Support?

Renewing support means investing in your future. How much does it cost you for you to be "down" for 5 hours or a full day or a full week? Like most businesses, you'll not only lose customers, but you'll be paying employees extra to make up the difference during the down time.

When you renew our support contract, you are helping us to staff adequately so we can answer your calls, visit your site, and have the resources to better assist you when you most need it. We are like no other vendors that you have. You rely on us when things break down, within minutes, we can fix your problem and a disaster is averted. We are not like your produce, food, or cable tv provider. We are your lifeline. Imagine if your whole systems goes down on a Friday night with no one to call or help. Now imagine feeling confident that you have us on your side. Working on your behalf no matter what happens. We know things fall apart in a restaurant. We are here to put it back together.

When you don't renew, you are operating with no assurance that anyone can help if you call. Transtar POS will not be in any obligation to answer your calls, nor are we obligated to help in anyway. Customers who renew their contract first receive first priority, and if we have extra time, we will respond to your call. At the rate of \$350 for the first hour and \$200 for each additional hour, we will assist ONLY with a check or credit card on file to charge the first hour.

******PCI Compliance Rules & Regulations******

Transtar POS shall not be liable or responsible for any PCI compliance rules and regulations. PCI compliance must be met by you, the customer. We will assist and we have programs that will help you minimize your PCI compliance risk but just like viruses, you are responsible for the facilitation of compliancy. Please read more disclaimer below. ASK US ABOUT OUR PCI Compliance program!

Benefit Analysis

Benefits	Online	Platinum	TPOS LIFE
20% Discount of support if on approved CC processing			
Unlimited E-mail Based Support	YES	YES	YES
Unlimited 24/7 Remote Support	YES	YES	YES
On-site Service Including Travel & Labor at no additional charge	\$75/Hour	YES	YES
On-site Loaner Equipment at no additional charge* (if available)	\$125	YES	YES
Customer is responsible for parts and replacement equipment at standard pricing	YES	NO	YES
Customer is responsible for parts and replacement equipment but gets a 15% discount	NO	YES	YES
Parts and replacement equipment are included in the Support Plan	NO	NO	YES
Remote System Access including remote printing	YES	YES	YES
Transtar POS account PORTAL login	NO	YES	YES
Remote Management Software, Auto Virus, System scan, and backup	NO	YES	YES
Include virus or security remediation, misuse & abuse, reprogramming & retraining. By appointment.	NO	NO	YES
Credit Card Processing With TPOS with Autodraft	NO	NO	YES
Replacement of New System every 4 years*	NO	NO	YES
Software Updates Are included	NO	NO	YES
SIMPLE ONE PRICE STRUCTURE EVERY MONTH	NO	NO	YES
Backup & emergency protocol review	NO	YES	YES

Cost Analysis

1-2 TERMINAL SITE	Online	Platinum	TPOS LIFE
Monthly AUTO DRAFT VIA BANK OR CC	\$75	\$125	ASK US!
YEARLY PREPAID (one Month FREE!)	\$800	\$1375	ASK US!
20% Credit Card DISCOUNT! ASK US!	\$640	\$1100	ASK US!
3-5 TERMINAL SITE			
Monthly AUTO DRAFT VIA BANK OR CC	\$125	\$160	ASK US!
YEARLY PREPAID (one Month FREE!)	\$1375	\$1760	ASK US!
20% Credit Card DISCOUNT! ASK US!	\$1100	\$1408	ASK US!
6-9 TERMINAL SITE			
Monthly AUTO DRAFT VIA BANK OR CC	\$150	\$185	ASK US!
YEARLY PREPAID (one Month FREE!)	\$1650	\$2035	ASK US!
20% Credit Card DISCOUNT! ASK US!	\$1320	\$1626	ASK US!

Question: How do I qualify for the 20% off Credit Card Discount?

Answer: Switch to our preferred Credit Card vendor using Mercury or United Bank Card and rates will be 20% off prorated depending on when you switch over!

Onsite Support Fees for ONLINE ONLY Support

\$100 Per Hour First Hour | \$75 Per Hour Hours After (max 3hrs) | RMA Hardware: \$150

- All VIRUSES issues will charged \$75 PER HOUR for PHONE AND INTERNET support
- All VIRUSES that requires Reinstalling Operating System will be \$350
- If hardware is over 3-5 years old, we will recommend replacement or JOIN THE TPOS LIFE PROGRAM!
- Power Conditioner is a requirement for all TERMINALS AND servers

For clients that do not have a valid contract, the rates are \$350 for the first hour and \$200 for additional hour. Nights and weekends rates are \$500 for the first hour and \$350 for additional hour. WE RESERVE THE RIGHTS TO CHANGE RATES AT ANYTIME. We reserve the right to refuse service without a service contract. Customers must pay in advance and we do not guarantee any work performed.

Example Of RMA: if your hardware needs to be RMA, the fee for one RMA is \$150, which includes us going out there, picking up the unit, replacing with a loaner (if available), then shipping it to manufacturer and then bringing it back. We need the Payment UPFRONT before RMA process begins. NO exception. If there's cost that the manufacturer is requiring us to make, the cost will be passed on to you and you can decide if you want to repair or purchase a new one.

Cost of hardware, software, supplies, and services (Plus Taxes)

Hardware:

All In One Unit	\$1350
Customer Display	\$150
Thermal Printer	\$295
Kitchen Printer	\$395
Cash Drawer	\$145
Kitchen Display Unit	\$1350
Dell Server	\$850
Office Monitor	\$150
Kitchen Monitor	\$950
Axis Camera Setup**Ask us!	

Software

Dinerware License	\$900
Dinerware Back office	\$695
Slipstream*	\$595
Dinerware Credit Card	\$695
Office 2007 BASIC	\$275
AVG PRO	\$50

Backup options**

* Different CC companies

**please talk to our techs about your backup option

Services

Network Wiring	\$125
Additional Training	\$75/hr
Drive Out (1st Hour)	\$100
Drive Out (2nd Hour)	\$75
Virus Support (online)	\$75/hr
Virus Wipe OS Out	\$350
RMA Hardware Service	\$150
Credit Card Change	\$375
PCI Compliance	\$300
(per year)	
Cracked Touchscreen	\$200-\$300

Disclaimer: Transtar POS reserves the right to alter or change any pricing, support structure, and or procedures for any and all processes associated with TPOS hardware, software, and services. NO REFUND OR EXCHANGES on ALL SERVICES RENDERED. ALL SALES FINAL. ABSOLUTELY NO REFUND, EXCHANGES, OR PARTIAL REFUND UNLESS approved in writing by TRANSTAR POS Management.

Transtar Design 1, LP – Transtar POS

SUPPORT AGREEMENT

Acceptance of the terms and conditions of this Agreement shall be established by Customers payment of the initial fee and any renewals. Provider may notify Customer of revisions to the terms and conditions by including a revised copy with the Renewal Invoice. Customer shall accept the revised terms and conditions by paying the Initial or Renewal Invoice. If paying by credit card, customer WILL NOT reverse charges for any reason.

This Support Agreement is entered into as of the date listed on the associated invoice, by and between Transtar pos, located at 10620 Stebbin Circle, Houston TX 77043, (713) 995-7929 , facsimile 866-323-5178, ("Provider") and the Customer as identified on the associated invoice ("Customer").

1. Services to Be Provided for ONLINE SUPPORT AGREEMENT

During the term of this Support Agreement, Provider may furnish Customer with the following services to support the Customers' Point of Sale computer system components ("System"), provided such programs and equipment represent current versions supported by Provider:

a. *Help Desk.* Provider may furnish telephone support to assist Customer in using the System, including the explanation of alarm or error messages and assisting in identification and resolution of problems and defects that prevent the System's satisfactory operation. Help Desk services are provided 9:00 a.m. through 5:00 p.m. Central Time, Monday through Friday, excluding New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other Holidays as determined by Provider.

b. *Remote Diagnostics.* Provider may perform remote diagnostics for the purpose of assisting in identifying, isolating, and resolving System problems and defects that prevent satisfactory operation. Remote Diagnostics services are provided 9:00 a.m. through 5:00 p.m. EST, Monday through Friday, excluding New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other Holidays as determined by Provider.

c. *Emergency Help Desk.* Provider may furnish telephone support limited to identification, isolation, and attempted resolution of System problems that prevent the Order Entry functionality of the System. Emergency Help Desk service does not include training, programming and other non-emergency issues as defined by Provider. Emergency Help Desk services are provided 365 days a year, 24 hours a day. Response time for Emergency Help Desk support is ASAP and will depend on available resources and service request volume.

1.5 Services to Be Provided for PLATINUM SUPPORT AGREEMENT

INCLUDES SERVICES ON THE ONLINE SUPPORT AGREEMENT

a. *On-Site and Shop Service Labor.* Provider may furnish on-site and shop service labor as required to diagnose and repair System hardware components. Provider may elect to remove equipment to Providers office or other location for repair. On-Site and Shop Services are provided 9:00 a.m. through 5:00 p.m. CST, Monday through Friday, excluding New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other Holiday's as determined by Provider. Response time for On-Site service is normally next business day, however this timeframe may increase or decrease based on available resources and service request volume.

b. This Support Agreement does not include parts. Provider shall install or replace all parts as it determines necessary to maintain the System in satisfactory operating condition. Provider shall invoice customer at Provider's then-prevailing prices for all parts used in the maintenance or repair of the system, less a discount of 10%. The parts supplied by Provider may be new, used, or refurbished.

c. *Loaner Equipment.* Should provider elect to remove a System component from a customer's location for repair, Provider may provide loaner equipment if available.

d. RMA labor will be waived. Manufacture may charge additional fee if hardware is not under warranty or damages are outside scope of warranty

2. Obligations of Customer

a. *Operating Environment.* Customer shall provide environmental and operating conditions in accordance with manufacturer's specifications for the System and Provider's reasonable requirements, including dedicated and isolated AC power lines or commercial grade power filtering devices.

b. *Consumable Parts and Supplies.* Customer shall use media, parts, and supplies that are compatible with the System and in accordance with manufacturer's specifications and Provider's reasonable requirements.

c. *Unauthorized Maintenance.* Customer shall not permit any person other than an authorized representative of Provider to perform maintenance on or attempt any repair to the System, except with Provider's prior written consent. Unauthorized maintenance is grounds to terminate this Agreement.

d. *End User Diagnostic and Corrective Actions.* Customer shall be responsible for performing end-user diagnostic and corrective actions as directed by provider. Service labor resulting from customer's failure to perform end-user diagnostics and corrective actions shall be billed on a time and material basis.

e. *Use.* Customer shall follow all necessary instructions and procedures for using the System as established by the manufacturer and the Provider.

f. *No Modification of System.* Customer agrees not to modify, enhance, or otherwise alter the System, unless and only to the extent specifically authorized in the user manuals provided or with prior written consent of Provider. Customer agrees not install any additional software applications on any of the System processing units without prior written consent of Provider. Any services required as a result of a customer modification to the System, or additional Software added by the Customer, shall be on a time and material basis.

g. *Error Documentation.* Upon detection of any error in the System, Customer, as requested by Provider, agrees to furnish a listing of output and any other data, including databases and backup systems, that Provider reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

h. *Facility and Personnel Access.* Customer shall grant Provider reasonable access to Customer's facilities and personnel concerned with the operation of the System to the extent necessary for Provider to provide problem identification, isolation, and resolution services pursuant to this Support Agreement. Such access shall include the maintenance of a data quality dial-up modem or high speed internet connection at Customer's site configured to permit access by Provider to Customer's.

i. *Back-Up.* Customer is responsible for performing regular back-ups of the system and ensuring the continuous proper operation of all back-up systems.

j. *Location.* Customer may not move the System to another location for support under this Agreement without the express written consent of provider.

3. Exclusions from Coverage.

This Support Agreement does not cover, and Provider shall furnish the following services upon Customer's request. Customer shall be invoiced for such services at Provider's then-prevailing rates, plus any applicable taxes, pursuant to Providers current Credit policy:

a. *Reprogramming or Custom Programming Services.* Provider may furnish reprogramming or custom programming services to Customer as specifically agreed by the parties, including development of programming and installation, training, and maintenance with respect to such programming.

b. *Charged-for Enhancements.* From time to time, at Provider's sole discretion, Provider may make available to Customer charged-for enhancements to the Software that Customer may license from Provider at an additional fee.

c. *Training.* Upon receipt of a request from Customer, Provider may provide training or retraining to Customer personnel as mutually agreed by the parties. The charge to Customer for such training may include a surcharge for training conducted at Customer's location.

d. *Viruses, Trojans, and other Malware.* Services necessitated by viruses, Trojans, and other Malware are not covered by this Agreement.

e. *Upgrades.* Provide shall not provide software upgrades under this Agreement. Customer may license and purchase separately an upgrade plan as offered by the Software Manufacturer at the prevailing fees.

f. *Power Related Issues.* Including power line failure or fluctuation, electrical damage, lightning, fire or water damage, storms, air conditioning failure, humidity control failure, a corrosive atmosphere harmful to electronic circuitry, and any other acts of God or nature;

g. acts of rodents or other animals, misuse, abuse, burglary, or other acts;

h. negligent or improper acts or omissions of Customer, including failure to comply with any portion of Support Agreement, alteration or movement of the Hardware by anyone other than Provider, spillage accidents (the act of spilling, dropping, pouring, or accidentally dispensing any form of liquid or moisture on or into the Hardware), paper jams or insertion of foreign objects between the printer head and the print surface, neglect, misuse, or any event other than ordinary use of the Hardware.

i. PCI Compliance and all Related PCI protocols and/or compliancy.

j. RMA of hardware under manufacture Warranty. all RMA process requires a \$150 Payment. If manufacture will not honor warranty due to any conditions by the manufacturer, customer will be notified and charges will occur for any replacement that was deployed to customer.

4. Term and Termination.

a. *Term and Renewal.* This Support Agreement shall take effect on the date listed on the associated invoice and remain in effect for a period of one (1) year, and shall be automatically renewed at the then prevailing rate, for successive periods of one (1) year each. Provider shall offer renewal to Customer by issuing a Renewal Invoice. Customer shall accept renewal and then current terms of support by remitting timely payment of the Renewal Invoice. Failure by customer to remit payment for the Renewal Invoice shall constitute cancellation. Should cancellation occur, Provider shall invoice at then prevailing rates for any services that were provided under this agreement.

b. *Termination.* Provider may terminate this Support Agreement immediately upon notice to Customer if Customer fails to pay when due for any services provided. Provider or Customer may terminate this agreement for any reason upon 30 days written notice. Should Customer terminate the agreement, Customer shall forfeit all prepaid moneys and services.

5. Service Fees and Payment.

a. *Fee.* The fee for Provider's services under this Support Agreement shall be stated in the associated invoice, plus any applicable taxes. Provider shall have the right to review and adjust this fee for each renewal year, and shall provide Customer notice of such adjustment in the form of a Renewal Invoice for the subsequent period.

b. *Payment.* Customer shall pay Provider's fees for services covered by this Support Agreement pursuant to payment options offered by Provider. All other charges for Provider's services shall be invoiced as the service is provided. Customer's first payment to Provider is due prior to the start date of this Support Agreement; all other payments are due within thirty (30) days of the date of the invoice. If Customer fails to pay any outstanding invoice in full within thirty (30) days, Provider shall have the right to cancel its obligations under this Support Agreement and to charge Customer for any services rendered at its then-prevailing time and materials rates. All invoices not paid by the due date shall be subject to Finance Charges and the Customer shall be liable for all costs involved in collecting past due balances, including attorney and collection agency fees. All fees are earned when paid. **There are no refunds.**

6. Disclaimer of Warranties.

a. Provider shall use all reasonable efforts to provide services pursuant to this Support Agreement but does not guarantee or ensure service results or represent that all errors or defects in the System will be corrected. **PROVIDER MAKES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF DESIGN, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.**

b. Third party software on the system is not covered under this Agreement.

7. Limitation of Liability.

IN NO EVENT SHALL PROVIDER BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OR PENALTIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SOFTWARE, INCLUDING CLAIMS FOR LOST DATA, REVENUE, PROFITS, OR BUSINESS OPPORTUNITIES, EVEN IF PROVIDER HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF PROVIDER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE SERVICE FEES RECEIVED BY PROVIDER FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS.

8. General Provisions.

a. *Notices.* Notices under this Agreement shall be in writing and effective upon delivery if made by facsimile or electronically with a printed confirmation, to the address stated on the last page of this Agreement. A party may change the address for receiving notices by giving notice to the other party, except that notice of such change shall be effective only upon actual receipt by the other party.

b. *Assignment.* This Agreement is not assignable by Customer without the express prior written consent of Provider.

c. *Force Majeure.* Provider shall not be liable to Customer for delays in the furnishing of services pursuant to this Agreement caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, wars, riots, terrorism, earthquakes, strikes, fires, floods, shortages of labor or materials, labor disputes, accidents, governmental restrictions, damage to the system by a third party, water, heat, fire, or other occurrence.

d. *Complete Agreement.* This Agreement and Schedule A set forth the entire understanding of the parties with respect to the subject matter of this Agreement.

e. *Non-solicitation.* Customer agrees not to solicit, hire, or otherwise engage in any manner whatsoever, directly or indirectly, any of Beacon Digital Service's employees from the date of this Agreement and for a period of two years, from the last day of this Agreement. If customer violates this provision the customer shall, upon the date of hire or engagement of the Beacon Digital Service's employee, pay, as liquidated damages and not as a penalty, a sum equal to the salary of that employee for the previous twelve (12) months.

f. *Waiver.* The waiver or failure of Provider to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

g. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

h. *Headings.* The headings appearing herein are for convenience only and shall not affect the meaning or interpretation of this Support Agreement.

i. *Governing Laws and Venue.* This Agreement shall be construed under the laws of the State of New York, without regard to its conflicts or choice of law principles. Rockland County, New York shall serve as the exclusive place of venue and jurisdiction for any action, which may ever arise as a result of any

controversy between the parties hereto. Provider shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for all expenses it may incur in connection with any such action, including costs and reasonable attorneys' fees, unless Provider shall not prevail in such action.

Acceptance of the terms and conditions of this Agreement shall be established by Customers payment of the initial fee and any renewals. Provider may notify Customer of revisions to the terms and conditions by including a revised copy with the Renewal Invoice. Customer shall accept the revised terms and conditions by paying the Initial or Renewal Invoice. If paying by credit card, customer WILL NOT reverse charges for any reason.