

IDEAL CONTROL SYSTEMS INC.

REMOTE SUPPORT CONTRACT BUNDLES

SUPPORT CONTRACT CUSTOMERS RECEIVE PRIORITY SERVICE OVER NON-CONTRACT CUSTOMERS
EFFECTIVE JUNE 2017

REMOTE SUPPORT CONTRACT BUNDLES (1 YEAR OR NUMBER OF PRE-PAID HOURS, WHICHEVER EXPIRES FIRST)			
SUPPORT PACKAGE LEVEL (Please check desired level below)	PRE-PAID HOURS	COST/YEAR	CONDITIONS (Support by phone or remote access software)
Level 4 <input type="checkbox"/> Valid period: Mon-Fri; 9am-5pm (40 coverage hours/ week)	10	\$400.00	Does not include days and times outside valid periods. Does not include holidays. Depleted in increments according to depletion factor table.
Level 3 <input type="checkbox"/> Valid period: Mon-Sat; 8am-6pm (60 coverage hours/week)	10	\$600.00	Does not include days and times outside valid periods. Does not include holidays. Depleted in increments according to depletion factor table.
Level 2 <input type="checkbox"/> Valid period: Mon-Sun; 7am-8pm (91 coverage hours/week)	10	\$910.00	Does not include days and times outside valid periods. Does not include holidays. Depleted in increments according to depletion factor table.
Level 1 <input type="checkbox"/> Valid period: Mon-Sun; 7am-1am (126 coverage hours/week)	10	\$1260.00	Does not include days and times outside valid periods. Includes all holidays except for Christmas and New Year's. Depleted in increments according to depletion factor table.

REMOTE SUPPORT DEPLETION FACTORS

DEPLETION FACTOR TABLE							
WEEKDAYS		WEEKNIGHTS		WEEKENDS		HOLIDAYS	
Mon to Fri 9:00 to 17:00		Mon to Thu 17:00 to 9:00		Fri 17:00 to Mon 9:00		All Canadian, ON and QC	
MIN FACTOR	HRLY FACTOR	MIN FACTOR	HRLY FACTOR	MIN FACTOR	HRLY FACTOR	MIN FACTOR	HRLY FACTOR
0.50	1.00	0.50	1.00	1.00	1.50	1.50	2.00

Minimum Factor = calls lasting 30 minutes or less. Calls over 30 minutes are depleted at the hourly factor.

INITIAL CALLBACK RESPONSE TIMES

REMOTE SUPPORT
<ul style="list-style-type: none"> • WEEKDAYS: Maximum 1 Hr • WEEKNIGHTS: Maximum 1 Hr • WEEKENDS: Maximum 2 Hrs • HOLIDAYS: Minimum 3 Hrs

Above callback response times are based on normal operational environment, excluding but not limited to power and communication network outages, severe weather, natural disasters and other circumstances beyond ICS's control as outlined in the Terms and Conditions on the reverse page of this contract.

WHAT IS COVERED AND NOT COVERED UNDER SUPPORT CONTRACT

WHAT IS COVERED	WHAT IS NOT COVERED
POS application bugs, POS application malfunction and crashes that occur under normal and prescribed use.	Virus removal, staff/management training, day closing (under normal system operation), and all other normal operation procedures that staff/management can't perform as a result of poor training, absenteeism, scheduling issues, negligence and incompetence. Misuse of the POS application (ie: terminating the POS application or other dependent applications or processes in an un-prescribed manner) or misuse of the computer system (ie: external peripherals connected to computers such as mobile phones or USB drives).

SERVICE CONTRACT GENERAL TERMS (Other conditions may apply. Please see full service agreement on the reverse page)

<ol style="list-style-type: none"> 1. All contracts must be prepaid in full at the start of the contract term. 2. All applicable taxes are extra. 3. <u>All contracts are valid for 365 days or the number of pre-paid hours chosen, whichever expires first.</u> 4. <u>Hours, services or monies not used up by the end of the contract period will not be carried over to the following contract period.</u> 5. <u>No refunds or credits for any portion of unused contract, including refill hours.</u> 6. <u>Calls outside Valid Periods will be billed according to ICS prevailing rates. Please consult ICS Hourly Rates sheet.</u> 7. All outstanding invoices must be paid in full before contract commencement. 8. Customer must have a valid credit card authorization form on file with ICS in order to pay for charges not covered in the Support Contract. 9. Contracts are cash discounted. For Visa or Master Card payments, please add 2.5% processing charge. 10. Virus removal, staff/management training, day closing (under normal system operation), and all other normal operation procedures are not covered in the service contract. Additional details and rates available on request. 11. Integrated EFT module not covered in service contract. Additional rates available on request. 12. Other conditions may apply. Please see full Service Contract agreement on the reverse page. 	COMPANY NAME: _____ OWNER/MANAGER: _____ CONTRACT EFFECTIVE DATE: _____ CUSTOMER SIGNATURE: _____ ICS REPRESENTATIVE SIGNATURE: _____
---	---

PREFACE

These terms and conditions will be incorporated by reference in and apply to the Support Contract/Invoice issued by IDEAL CONTROL SYSTEMS INC. ("ICS") to a customer ("Customer") for onsite, and/or remote support services. The Support Contract will identify (A) the Hardware ("Hardware") products and software ("Software") for which ICS will be providing support services, respectively, (B) the applicable Coverage Periods, and (C) the price for services. The Invoice will reflect the same information. The Support Contract/Invoice may contain other site-specific information. The Support Contract/Invoice, read in conjunction with these terms and conditions, form the support services agreement ("Agreement") between Customer and ICS.

TERM

All contracts are valid for 365 days or the number of pre-paid bankable hours chosen, whichever expires first, commencing on the date of Invoice. The term of the Agreement is the term stated on the Support Contract/Invoice as agreed upon by Customer's signature on the Support Contract/Invoice.

BANKABLE HOURS AND REFILL HOURS

If the Customer's remaining bankable hours are between 0 and 1 at any time before the contract's 365 days are completed, then the Customer shall have to opportunity to top up his bankable hours by purchasing a block of 5 Refill Hours within two weeks of reaching this milestone. If such option is not exercised by the Customer, the contract will be deemed to lapse whenever the original 365 days or bankable hours expire, whichever comes first. Refill Hours expire whenever exhausted or at the end of the original contract term, whichever comes first.

PAYMENT, REFUNDS AND CREDITS

All contracts and corresponding applicable taxes must be pre-paid in full at time of invoice. Hours, services or monies not used up by the end of the contract period will not be carried over to the following contract period. In addition, ICS shall issue no refunds or credits for any portion of the unused contract, including refill hours.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS AND AGREEMENTS BETWEEN ICS AND CUSTOMER, OR ANY STATUTORY PROVISIONS, UNDER NO CIRCUMSTANCES IS ICS LIABLE TO CUSTOMER, REGARDLESS OF WHETHER ICS WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (hereinafter "EXCLUDED DAMAGES"), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION.

EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO DAMAGES FOR:

BUSINESS AND/OR PERSONAL LOSSES (ARISING FROM LOSS OF USE, GOODWILL, DATA OR PROFITS); **OR** ERRORS AND OMISSIONS (ARISING FROM ACTUAL OR ALLEGED ERRORS, STATEMENTS, ACTS, OMISSIONS, ASSUMPTIONS, NEGLIGENCE, OR BREACH OF DUTY); **OR** PROFESSIONAL SERVICES (ARISING FROM AN ERROR, OMISSION, OR FAILURE TO DELIVER); **OR** TAXES (ARISING FROM ERRORS IN TAX RATES, TAX COLLECTION, SUBMISSION, CALCULATION); **OR** PAYMENT TRANSACTION ERRORS OR OMISSIONS (ARISING FROM DEBIT, CREDIT, GIFT CARD, INTERAC OR PAYMENT DEVICE(S)); **OR** COMPLIANCE WITH PAYMENT CARD INDUSTRY (PCI) AND ANY OTHER POLICIES, RULES, REGULATIONS, AND PROCEDURES REQUIRED BY CREDIT CARD COMPANIES, BANKS, INTERAC, PROCESSORS OR OTHER PAYMENT PROCESSING RELATED ENTITY; **OR** GENERAL COMPUTER SYSTEM MALFUNCTION AND INTERFERENCES (ARISING FROM EQUIPMENT OR SOFTWARE FAILURE, MALFUNCTION, ANY FORM OF SYSTEM INTRUSIONS, SYSTEM AND NETWORK ACCESS SECURITY ISSUES AND DEFICIENCIES, VIRUSES, WORMS, TROJAN HORSES, OPERATING SYSTEM ERRORS, DATABASE ERRORS OR CORRUPTION, UPDATES, THIRD PARTY SOFTWARE APPLICATIONS OR HARDWARE, NETWORK, CONNECTIVITY, ISP, DNS CHANGES, ELECTRONIC COMMERCE SYSTEM PROVIDERS AND TELECOMMUNICATION CARRIERS, POWER FLUCTUATIONS AND OUTAGES, EQUIPMENT OBSOLESCENCE); **OR** ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSS.

ICS'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES TO CUSTOMER SHALL BE LIMITED TO ACTUAL, DIRECT AND OUT-OF-POCKET MONEY DAMAGES SUFFERED OR INCURRED BY CUSTOMER IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE SERVICES SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION, OR FIVE-HUNDRED DOLLARS (\$500.00), WHICHEVER IS LESS. ICS MAKES NO GUARANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH EQUIPMENT, SOFTWARE APPLICATIONS AND SERVICES AND WITHOUT LIMITING THE FOREGOING. ALL EQUIPMENT, SOFTWARE AND SERVICES PROVIDED BY ICS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY.

CUSTOMER WILL MAINTAIN ADEQUATE INSURANCE PROTECTION COVERING ANY POTENTIAL DAMAGES AND WAIVES ANY CLAIM AGAINST ICS TO THE EXTENT IT IS REIMBURSED BY THE INSURANCE CARRIER.

SEE THE RESPECTIVE TERMS AND CONDITIONS OF YOUR INVOICE OR SUPPORT CONTRACT AGREEMENT FOR FURTHER DETAILS. IN THE EVENT OF CONFLICT BETWEEN DISCLAIMER AND ANY OTHER PROVISION OR AGREEMENT, PRIOR OR FUTURE, INCLUDING BUT NOT LIMITED TO THIS DISCLAIMER, INVOICE WILL PREVAIL.

CONFIDENTIALITY

Customer expressly undertakes to retain in confidence all information and know-how received hereunder or that ICS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of the Agreement. Notwithstanding the above, Customer may disclose confidential information as required by governmental or judicial order, provided Customer gives MICROS prompt written notice before such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. This provision shall survive termination of the Agreement.

TERMINATION BY ICS FOR CAUSE AND OTHER REMEDIES

ICS may terminate the Agreement upon: (i) a failure by Customer to pay when due any invoices (whether under the Agreement or other agreements between the parties) if Customer does not cure the breach within 10 days after written notice to Customer of the breach; or (ii) any other material breach hereunder if Customer does not cure the breach within 30 days after written notice to Customer of the breach. In addition, if Customer fails to pay a charge within 30 days of the invoice date, or if Customer is otherwise in default hereunder, ICS may suspend service under the Agreement, back-charge for service provided, and/or collect late charges at the rate that is the lesser of 1.5% per month or the maximum rate allowable by law. In case of a payment default by Customer, ICS also may accelerate any payments due from Customer under the Agreement during the term (in which case the entire amount to be paid under the Agreement shall be immediately due and payable). The remedies in this section are not exclusive, and ICS's election of any one remedy does not preclude the exercise by ICS of any other remedy available hereunder, or at law or in equity.

TERMINATION FOR CAUSE BY CUSTOMER

Customer may terminate the Agreement upon a material breach by ICS if ICS does not cure the breach within 60 days after written notice to ICS of the breach.

CALL PRIORITY CLASSIFICATION

Call Priority Classification (CPC) is defined as the urgency of support required by the Customer and the severity of the problem affecting the Customer's system. CPC will be used by ICS to determine the appropriate course of action.

Priority 1: Customer's system is completely non-operational.

Examples: Primary and backup servers down on a client/server based system or server down on a single server system, all terminals down, all terminals not communicating to server (server based systems) or themselves (distributed processing systems).

Priority 2: Partial system failure affecting Customer's system.

Examples: System operational but cannot complete end-of-day, entire revenue center down, entire remote printer or remote CRT subsystem down, 25% or more of installed terminals down, drive-through terminal down (quick service applications), back office PC down (distributed processing systems or MWS application), interface to PMS or other key system (CA/EDC) not operational

Priority 3: Partial system failure moderately affecting Customer operations.

Examples: One terminal down, multiple terminals down (but less than 25% of installed terminals), one or more printer down (but not the entire printing subsystem), one or more magnetic card readers down (but less than 25% of installed magnetic card readers).

Priority 4: System operational with minor difficulty.

Examples: Cash drawer sticking, key(s) sticking on keyboard, minor user or Customer display problem, minor print problem.

Priority 5: Scheduled services.

Examples: Preventative maintenance, equipment installation, equipment relocation, training, re-training, services deferred to a later time or day.

INITIAL CALLBACK RESPONSE TIME

The Initial Callback Response Time (ICRT) is defined as the time it takes ICS to reply to the Customer's initial call for support, whether it is for remote or onsite support. ICRT is further defined by the time and/or date of the call. Calls for support during Weekdays and Weeknights may experience up to 1 hour response delay. Calls for support during Weekends may experience up to 2 hours response delay. Calls for support during Canadian, Ontario and Quebec holidays may experience a minimum of 3 hours response delay. All ICRT are based on normal operational environment and exclude matters beyond the reasonable control of ICS, including but not limited to the following: customer negligence, accidents, acts of God, fire, flood, acts of third parties, burglary, theft, any force of nature, power outages, action or inaction of Internet Service Provider (ISP), including DNS changes, Internet, DSL or high-speed cable issues, and telephone service availability.

TELEPHONE SUPPORT AND REMOTE DIAGNOSIS

To ensure that the Customer's system is repaired as quickly and efficiently as possible, the Customer must first work cooperatively with the ICS technician to repair the system. To this effect, ICS shall be allowed, at any time during and for the duration of the contract period, to install in the Customer's system, and the Customer agrees to have such installation to be made, remote access software for the purposes remote diagnostics and support. If the Customer's system contains features that enable ICS to diagnose and repair problems with the system remotely, ICS may request that the Customer allow such remote access to the system. It is up to ICS' sole discretion whether onsite support will be provided if there is a reasonable assurance that the problem may be corrected via telephone or remote support.

HARDWARE AND SOFTWARE COVERED

The Customer's system covered under the Support Contract Agreement, consisting of Hardware and/or Software, will be outlined in the Invoice.

COVERAGE PERIOD

In addition to the Effective Contract Date referenced on the front page of this document, the Coverage Period for the Support Contract Agreement will also be outlined in the Invoice.

SUPPORT CONTRACT LEVEL AND PRICE

The Support Contract Agreement Level and Price will be outlined in the invoice. For a complete list of Support Contract Levels and corresponding Prices, please review the Support Contracts and Fees Schedule on the front page of this document.

GOVERNING LAW

The Support Contract Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario.