

Customer Support User's Guide

Customer Information & Support Level Guidelines



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General Information

Our Commitment to Your Support

We understand the demands and pressures of the retail and hospitality industries and know **your success depends on how effectively you can put our products to work**. Sharing information, being responsive as well as accessible, keeping your system up-to-date, and working through problems and solutions together are a part of our commitment to providing you with an effective, comprehensive support plan.

Questions to Ask Yourself

Can you or your company afford to be without this system for a day or more?

Are you aware that we offer several Support Plan choices after your warranty period expires?

What about future software versions, software maintenance and corrections, and their availability?

If you are using integrated Credit Authorization Software, did you know the Merchant Agreement you signed with your Credit Processor (or Acquirer) holds you responsible and liable to maintain PCI Compliance requirements?

Even with a PCI-Validated Payment Application software version installed by us, how will you maintain your Firewall subscription, Anti-Virus subscription, Anti-Spyware, Intrusion Protection, and Operating System updates, which are just a few of the 12 requirements (with over 220 sub-requirements) necessary to maintain PCI Compliance?

Benefits of a Support Plan

- A Plan **budgets your maintenance and support expenses accurately**, providing you a fixed cost for a period of time and passing the risk of failure to us.
- A Plan reduces your maintenance and repair costs, since the Plan fee is based on the estimated average repair costs and the major repair risk is spread over many years.
- A Plan avoids the costly expense of having to replace a major component.
- A Plan provides LiveHelp, for 7 days per week up to Midnight, for 365 days per year, to answer your software questions.
- A Plan includes Managed Subscription Services: Annual software subscriptions to maintain *LiveProtect* (for the Meraki/Unifi firewall), *LiveAlert&Connect*, *LiveManager* Connection option, Disaster Recovery Protection option, *LiveAntiVirus* (to Servers & PCs), *LiveBackup* option (offsite backup service for ORACLE|MICROS RES), Credit Help and more.
- By planning for support, you will get preferred response time, since we have anticipated your needs.
- Software Update License with Software Vendor Support (SUL): ADDITION to Support Plans. Oracle Micros SUL, or other Software vendor, provides access to Software Corrections and Escalations, as Oracle and others provide support only to systems covered by an SUL. <u>SUL should be included with a DCRS Support Plan</u>.
- Help Desk included with base Cloud SaaS Subscriptions (all except Simphony). <u>Managed Services will be</u> invoiced separately for ALL SaaS Subscription.

Support Plan Choices

To ensure you have support when you need it, we offer 4 Plan choices: 2 Onsite, a Depot (Ship-In), and our LiveHelp

Plan. These Plans provide you with the convenience of contacting us for assistance to your problems that occur, as well as the maintenance of the many necessary Managed Subscription Services. <u>Oracle Micros Software Update License</u> with Software Vendor Support (SUL) is a suggested ADDITION to Oracle Micros Support Plans (or for any other Software vendor).

We provide coverage for 24 hours a day, 365 days per year, via a toll free 800 number. Our Support Center is made up of industry and product specialists who understand retail and hospitality businesses and have either come directly from within, or have received training specific to, the hospitality or retail industries. You will be speaking with not only someone who understands the product you are using, but also someone who understands the details of your business. Someone who understands how impacting problems can be and the urgency in getting those problems resolved.

Plans can be customized for national and regional accounts with multiple remote sites, large single sites, or sites with unusual needs. Remote site plans may include utilizing our Depot Plan for hardware service—or onsite hardware support plans through national third-party firms—in combination with our *LiveHelp* Plan. Rates can vary in remote markets (200 miles from of St. Louis). Your Account Representative can provide details.

You, as End-User and Merchant, acknowledge that the security and protection of your System and Data, including protections against unauthorized access, attaining and maintaining compliance with the PAYMENT CARD INDUSTRY (PCI) PAYMENT APPLICATION DATA SECURITY STANDARDS (PA-DSS), as well as any Credit or Debit Card Rules, Regulations and Laws, is solely and entirely your responsibility.

Plan A. ONSITE (6-DAY) FULL: 7-Day *LiveHelp* & Parts, 6-Day Onsite Labor, and applicable MANAGED SERVICES (Software Update License OPTIONAL)

Service to covered equipment is provided from 8am-5pm Central, Monday-Saturday, with travel to and from your site included. Service to Mobile hardware can only be provided directly from the Manufacturer. Full *LiveHelp* staffing (Level 1 & 2) is available from 8am-5pm Central, Monday-Friday, and on-call Technicians are available outside of those hours. Applicable Managed Subscription Services are included. *LiveHelp* from Midnight-8am is chargeable with our standard plan. This Plan is available for sites within 200 miles* of DCRS. To proactively perform tasks necessary to execute Plans, Customers subscribing to *LiveAlert&Connect* authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative may cause delays in the execution of these Plans.

Plan B. ONSITE (5-DAY) WEEKDAY: 7-Day *LiveHelp* & Parts, 5-Day Onsite Labor, and applicable MANAGED SERVICES (Software Update License OPTIONAL)

Service to covered equipment is provided from 8am-5pm Central, Monday-Friday, with travel to and from your site included. Service to Mobile hardware can only be provided directly from the Manufacturer. Full *LiveHelp* staffing (Level 1 & 2) is available from 8am-5pm Central, Monday-Friday, and on-call Technicians are available outside of those hours. Applicable Managed Subscription Services are included. *LiveHelp* from Midnight-8am is chargeable with our standard plan. This Plan is available for sites within 200 miles* of DCRS. To proactively perform tasks necessary to execute Plans, Customers subscribing to *LiveAlert&Connect* authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative may cause delays in the execution of these Plans.

*MILEAGE NOTE: There are no response time guidelines for sites outside of Zone 3 (126+ miles from Servicing Office). Service is provided on a "reasonable efforts" basis and arrival should not be expected sooner than 24 hours from time of request. To avoid delays, consider purchasing Spares and choosing <u>Plan C. DEPOT</u>.

Plan C. DEPOT (Ship/Carry-In): 7-Day *LiveHelp*, 5-Day Depot Repair & Parts, and applicable MANAGED SERVICES (Software Update License OPTIONAL)

Service to covered equipment is provided at our facility from 8am-5pm Central, Monday-Friday. Service to Mobile hardware can only be provided directly from the Manufacturer. Full *LiveHelp* staffing (Level 1 & 2) is available from 8am-5pm Central, Monday-Friday, and on-call Technicians are available outside of those hours. Applicable Managed Subscription Services are included. *LiveHelp* Labor from Midnight to 8 am is chargeable with our standard plan. To proactively perform tasks necessary to execute Plans, Customers subscribing to <u>LiveAlert&Connect</u> authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative may cause delays in the execution of these Plans.

New hardware purchased from DCRS, includes a 12 month Depot plan unless noted as Manufactures warranty.

For this Plan to be successful, you should purchase Spares for critical components (loaned equipment is not provided while service is performed), take an active role in performing a portion of their overall hardware support, and have Service Management training or approval, prior to the start. You are responsible for incoming freight costs, and we are responsible for return ground freight. See your Account Representative for our separate documents entitled "DEPOT SUPPORT PLAN" for more details.

For Plan A, B, or C, "Service to covered equipment" INCLUDES:

- All parts repaired, exchanged or replaced. Supplies are excluded. Replacement parts may be manufacturer's new or reconditioned parts.
- All labor to determine the problem, and labor associated with repair, exchange or replacement.
- Travel to your site for onsite plans. It is understood that your equipment is in good working order on the effective
 date of any Hardware Support Plan. We reserve the right to use new or reconditioned parts in order to make
 repairs to the hardware. Equipment out of Warranty or Support Coverage is subject to a chargeable inspection
 and you are then responsible for any necessary repairs prior to acceptance and start.

For Plan A, B, or C, "Service to covered equipment" does NOT include:

- Repair costs (parts and labor) resulting from improper use, foreign objects, tampering, unauthorized parts, liquid, fire, lightning, wind, storm, act of God, accidental damage, or other perils. Some of these may be covered by your business insurance. Additionally, repair costs (parts and labor) caused by power fluctuations, improper electrical wiring, or improper data cabling, is not included.
- Service on Mobile products covered by DIRECT MANUFACTURER WARRANTIES for all 3rd Party products include: Handheld devices, iPads and others as noted in the sales order.
- Manufacturer Warranty Claim Procedures must be followed when a problem appears in any of these 3rd Party products, as Service is unavailable for these products through DCRS.
- Services necessitated by computer viruses and/or security breaches.
- Supplies consisting of ribbons, keys, drawer insert tills, keyboard covers, batteries, magnetic cards, and other accessories; Replacement of etched monitors, or a Coin Dispenser's "magazine/canister" accessory.
- Labor outside of designated Plan hours and on certain designated Holidays as follows: New Year's Day (January 1st, unless it falls on a Saturday or Sunday), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25th unless it falls on a Saturday or Sunday). When January 1st or December 25th falls on a Saturday (or Sunday), the corresponding Friday (or Monday) is designated as a Holiday.

Plan D. LiveHelp: 7-Day LiveHelp, and applicable MANAGED SERVICES (Software Update License OPTIONAL). <u>MOST POPULAR PLAN, included in SaaS contracts (except Simphony)</u>

Full *LiveHelp* staffing (Level 1 & 2) is available from 8am-5pm Central, Monday-Friday, and on-call Technicians are available outside of those hours. Applicable Managed Subscription Services are included. *LiveHelp* from Midnight-8am is chargeable with our standard plan. To proactively perform tasks necessary to execute Plans, Customers subscribing to <u>LiveAlert&Connect</u> authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative may cause delays in the execution of these Plans.

This program does not include any hardware repair labor, parts, or any onsite visits necessary to correct problems, and Software Update License (SUL) is an OPTION to all Oracle Micros (and other Software Vendors) Support Plans.

Renewal, Payment Schedules, Cancellation

Renewal payment is due 30 days prior to warranty expiration or renewal date. Plans are renewed each period at the prevailing rate automatically after your full payment is received. Sites are not under Plan coverage when payments are not received prior to renewal date. **Managed Subscription Services expire immediately to unpaid sites, as subscription payments must be made in advance to 3rd Party software vendors, and most require reinstatement fees to renew unpaid subscriptions, and all are non-refundable. Unpaid sites are be subject to COD status if a Billing Agreement is not in place and/or the unpaid site has past due amounts. Either of us may cancel a Plan with 30 days written notice, however all annual advanced fees are non-refundable.**

Plan rates are Annual unless on a monthly SaaS contract and quotations are based and calculated on a discounted, single Annual payment. If Semi-annual (or Quarterly) payments for a hardware-inclusive Plan (A, B, or C) are preferred, the Plan rate is 110% (or 120%) of the Annual rate. *LiveHelp* Plan (D) is based solely on single annual payments (as subscription payments to third-party software companies must be made annually in advance and non-refundable).

A 5% Discount can be considered for a single advance payment to a 2-Year hardware inclusive Plan (A, B, or C) period for Systems* having all current (non-discontinued) components from the hardware or software manufacturers, providing those components are expected to be supported by those manufacturers during the specific 2-Year period. *Oracle Software is excluded from this discount.

Parts Repair

Parts Repair options for sites that do not have a Hardware support plan (sites "without a Plan" or with *LiveHelp* Plan only), or for sites encountering an Accidental Damage occurrence while under an Onsite or Depot plan, include:

"Exchange" means that we will install a working whole unit to replace your non-working whole unit, adding installation and travel labor. We will keep your non-working whole unit (it will not be returned). Because we are supplying an immediately-stocked used replacement, your cost is higher than "material repair", but less than buying a new replacement with no exchange. In addition, labor (time) on an exchange is usually only 1 trip (for uninstall and reinstall) for a lower labor cost. All parts exchanged are warranted for 90 days from installation date.

"Material Repair" means we will pick up your non-working whole unit, to be sent into our repair center for an extended period of time (or to manufacturer's repair center, sometimes up to 8 weeks) to repair only the portion that is broken. A replacement unit is not left or reinstalled, as is the case of "Exchange". This option is available only if you can accept operating without the unit for an extended period of time (up to 8 weeks). If so, your account has purchased spare units and accepts this form of repair. The cost is less than "Exchange" due to replacements not being installed. However, this does require higher labor (time) costs, because it requires a minimum of 2 trips (de-install/pickup and deliver/reinstall). Shipping (if necessary to manufacturer) is added to the "Material Repair" cost, and then labor (time) cost is added, which determines the total cost. Material Repairs are warranted for 90 days from reinstallation date.

Definitions

Level 1/Front Line Support: Assistance provided by one of our *LiveHelp* persons. The analyst will document your support request, gather pertinent information, attempt first-call resolution, and escalate your request, if necessary, to one of our Level 2 Support Analysts.

<u>Level 2/Back Line Support</u>: Assistance initially provided by one of our Application Support Specialists and escalating through to one of our Technical Support Managers.

<u>Technician</u>: A local technician who typically responds to your dispatched break/fix problems or configuration issues and is available to provide service at your site.

<u>Response Time (LiveHelp)</u>: The time that it takes our Support Center to contact you to provide initial contact on a case. Response times are only implemented when the issue is not resolved on the first call. The expected <u>First Call</u> Resolution rate is 85%.

<u>Resolution Time:</u> The time it takes to resolve an issue. Expected resolution time is different for each situation or issue and cannot be determined until the appropriate support professional has evaluated your problem.

<u>Site Expert:</u> Your employee that has been trained by us and designated by you to handle basic programming and administration tasks as they relate to your product. This person acts as your primary contact for issues reported to our Support Center.

<u>Managed Subscription Services:</u> Subscriptions (and 3rd Party fee payments made by us on your behalf) for your annual usage, as well as to update, maintain and manage those software subscriptions. For software and/or subscription services originally purchased from us, annual usage and subscription updates may include:

- *LiveProtect* (AntiVirus, AntiSpyware, Intrusion Protection, Content Filtering and updates for the Meraki/Unifi firewall)
- <u>LiveAlert & Connect</u>: To proactively perform tasks necessary to execute Plans, Customers subscribing to LiveAlert&Connect authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative will cause significant delays in the execution of these Plans.
- LiveManager Connection option
- Disaster Recovery Protection option
- LiveAntiVirus (to Servers & PCs)
- LiveBackup option (offsite backup service for Oracle|Micros RES system)
- CreditHelp
- And more!

<u>Software Update License with Software Vendor Support</u> (SUL) is a suggested ADDITION to Support Plans: Separate License fees, paid to Oracle Micros and other POS Software vendors—not included in the standard Support Plan—are necessary to gain access to Software Vendor Updates, Fixes, Corrections, Maintenance Repairs, Security Enhancements, New Functionality, New Features, gain assistance with 3rd Party Operating System or Database issues, and gain assistance in maintaining PCI-Validation for an End User's PCI-Compliance. Software Vendors not only provide access to updates, <u>but also accept software problem escalations on an end-user's behalf</u>, providing a Software Update License is purchased in advance, making an SUL a suggested addition to any Support Plan.

LiveHelp Procedures

LiveHelp

High quality *LiveHelp* is provided via a toll free 800 number, to help you make the best use of your investment in your hardware and software products. *LiveHelp* via telephone is handled using our own call tracking system, to provide maximum operating efficiency and the highest level of customer satisfaction.

Contacting the LiveHelp Center <u>via Email</u> can provide NEXT BUSINESS DAY Support, as email is NOT MONITORED after Business Hours. We respond to these email requests on the Next Business Day, by contacting you by phone. For immediate service, always contact the LiveHelp Center by phone.

Who Can Call?

Anyone from your site may place a call to our *LiveHelp* Center to request support. However, it is recommended that a **Site Expert** be identified at each of your sites and will act as a Primary Contact for that site. Primary Contacts are usually your more senior staff members that are knowledgeable about your software and/or hardware and how it is used in your specific environment.

If you need to change the name of a designated contact, please notify us immediately to ensure that we maintain accurate and complete contact information for your site(s). Our *LiveHelp* Center can be contacted to request an update to your site information. Please be prepared to provide the following details:

- Your Company/Site Name
- Your Former Contact Name
- Your New Contact Name
- Your Address
- Your Phone, Fax, and Email Information

Before You Call

Support is as easy as picking up the phone. However, there are a few things you should know before you call. These guidelines will help you make the most effective use of our *LiveHelp* Center – and help us resolve your problem in the fastest, most accurate way possible.

If something isn't working the way you expected, we recommend that you explore the problem before you call our *LiveHelp* Center. Try the following suggestions – you may find you don't need to call after all:

- Verify that the problem is related to the Software or Hardware that was purchased from us. Your problem
 may be with your Network, Power, Internet Service Provider, or 3rd Party product, in which case you
 will need to contact the appropriate 3rd Party vendor for support. If necessary, we will work with you
 and the 3rd Party vendor to track down the problem.
- Attempt to reproduce the problem to ensure that it isn't just a simple error, misstep, or a procedural problem.
- Check the obvious things like cabling, power, internet, login information, etc. Often the solution lies in the process, or the procedure, and not the software.
- Review all relevant documentation including any manuals and online help if available.
- If the problem is reproducible, check to see if any changes have recently taken place in your operating environment that might be responsible for the problem.

Call Number

Each support request coming into our *LiveHelp* Center is logged in our call tracking system and assigned a call number. This unique identifier enables you and our support analysts to track your call until the problem is resolved.

Call Priority

All calls created by our *LiveHelp* Center are assigned a priority level. Priority level guidelines and the corresponding response times specify how quickly our *LiveHelp* Center will respond to you if the request is not resolved on the first call, and the amount of time in which your call is expected to be resolved.

All service level standards and measurements are based on the priority assigned to each case.

The following guidelines used to determine the appropriate priority level for each issue received by our LiveHelp Center.

Our *LiveHelp* Center will be responsible for making the final decision regarding priority level based on the information collected from your users.

Priority Level	Description	Examples
P1	Major System Disruption	A major disruption in business-critical system operability or functionality, server crash or total system failure.
P2	Severe System Disruption	 A severe disruption in business-critical functionality that does not impact the entire system such as: Significant number of terminals unable to perform or post transactions Loss of ability to perform payment functions Total Loss of reporting (local or centralized) Loss of all remote printing Failure to reset totals or complete EOD/SOD
P3	Single Function Failure	 A minor disruption in operability or functionality that does not impact the entire system such as: Timekeeping issues Isolated remote printing failure Isolated workstation/terminal failure
P4	Minor/Procedural issue or question	 Programming or configuration related questions Questions relating to functionality, operability Formatting or cosmetic problems
P5	Customization/Programming	 Billable remote support or significant programming or configuration assistance requiring scheduling of dedicated support resources. Any non-covered or out-of-scope issue.

Response and Resolutions Times

While we attempt to resolve most support requests during our initial contact with you, some issues may require additional time to research or require the assistance of more senior level support analysts. In these cases, the amount of time we expect to respond and resolve your reported issue is dictated by the priority assigned to your call. The following guidelines are used to determine the maximum amount of time before work is to begin on a call, and the duration of time that a call is expected to remain open:

Priority Level	Response Time Goal	Resolution Time Goal
P1	Immediate/1 st Available	2 hours
P2	2 hours	4 hours
P3	4 hours	24 hours
P4	24 hours	48 hours
P5	24 hours	10 days

From time to time it may become necessary to suspend or lower the response or resolution time goals on a specific case. Some situations that can result in suspension of resolution time tracking may include:

- •Tasks requiring additional information from you, a servicing agent, or a third-party
- •Situations that require remaining in a monitoring state for an extended period of time

•Escalation to Level 2 Support or Software Development for further research: Software Update License with Software Vendor Support (SUL) is required for escalation to, and corrections from, the Software vendor*

- •Programming or consultative issues requiring scheduling of resources not available in *LiveHelp* Center
- •Support requests for items outside the scope of our LiveHelp Center
- •Feature enhancement or development requests (SUL required*)
- •Your appropriate customer resources cannot be allocated to assist us with the reported issue as required

Response and Resolution time adherence is measured using the above published goals. The expected resolution time shown above for each priority is what we perceive as the maximum time expected to find resolution to a specific case. We regularly resolve calls 95% (or better) of the time prior to the stated goals.

Escalation and Resolution

After a call is created, an attempt to resolve the issue on the front-line is made. It is expected that 85% of all issues will be resolved on the front-line. If the call cannot be resolved in a timely manner, it will then be escalated. The Level 2, or "Back Line" group, is made up of product specific Application, Product, System, and Technical Support Specialists. Resolution times are based on the priority assigned to each call as outlined earlier in this document. During the course of "Back-Line" research toward resolution of an issue, it may be determined that the issue will be escalated to the Software Developer/Manufacturer. *Due to the complexity of issues that are normally worked on by the Software Developer/Manufacturer, resolution time guidelines are no longer in effect upon escalation. Additionally, a Software Update License with Software Vendor Support (SUL) is required for any escalation to, or resolution from, the Software vendor.

Call Closure Resolution

The following criteria will be used to determine when a support issue can and/or will be closed:

- 1) A solution is given and your employee acknowledges acceptance and satisfaction with the given solution.
- 2) A fix is implemented by our Support Analyst or Servicing Agent, and your employee has accepted the resolution.
- 3) We have failed to receive a response, after at least two attempts in two days, from your employee contact.

LiveHelp Center Information

Hours of Operation

Our LiveHelp Center is available 24 hours a day, 365 days a year

Contacting the LiveHelp Center

314-739-6666 x2, or 1-800-231-0166 Telephone

Escalation of Service Level Adherence Issues

If at any time you feel that the level of support you are receiving does not meet the defined service level guidelines, you are encouraged to escalate your needs. This escalation process is expected to be used after a call has been created.

Escalation Process

If escalation is needed during normal business hours (M-F, 8am-5pm Central), the first step is to contact any Manager.

Dan Krise
Dan Lonero
Mathew Schultz
Guy Unverferth
Matt Kramer

The number is: 314-739-6666 x2, or 1-800-231-0166

Contacting the *LiveHelp* Center via Email for NEXT BUSINESS DAY Support The email address is Support@DCRS.com

This email address is NOT MONITORED after Business Hours.

We respond to these email requests on the Next Business Day, by contacting you by phone.

For immediate service, always contact the *LiveHelp* Center by phone.

Positive Feedback

After each service call is completed, our system will automatically generate and send out a survey request, via the email address we have on file for that caller. The email will contain a brief survey about your support experience. The results of these surveys are reviewed daily by our management team, which ensures oversight of your support experience and accountability for our support staff.

Additionally, if at any time, you or your employees, would like to express feedback about any transaction with DCRS, an email address is in place for this type of correspondence.

The email address is info@dcrs.com

Service Level Measurement

The following service level standards apply to our LiveHelp Center.

Average Speed of Answer

Average Speed of Answer is the average length of time a call to our *LiveHelp* Center waits before being answered by a support agent.

• At least 95% of all calls are expected to be answered within five (5) minutes. This includes the alert time for any calls made after hours.

Front Line Resolution Rate

The first contact resolution rate is the percentage of issues that are resolved upon your initial call to our *LiveHelp* Center.

Expected First Call Resolution rate is 85% or better.

Call Resolution Rate

The Call Resolution Rate is the percentage of calls resolved within the Service Level Guidelines based on priority level assignments.

• Current Call Resolution Rate expectation is 95% or better.

When is LiveHelp Available?

Our products are supported on a 24-hour, 365 days/year basis.

Who is Supported?

Our customers who have purchased any of our Support Plans, including our *LiveHelp* Plan, are entitled to support provided by our *LiveHelp* Center, within the hours of 8:00 A.M. to 12:00 Midnight (with our standard plan), 7 days a week, 365 days/year, at no charge, via phone or remote access. Support via email is provided on a Next Business Day basis.

What is Supported?

LiveHelp is defined below by addressing the following support areas:

- Software Application Support (for software purchased from us-with limitations without an SUL).
- Software Update License with Software Vendor Support (SUL) is a suggested ADDITION to Support Plans: Separate License fee paid to Oracle Micros and other POS Software vendors—not included in the standard Support Plan—necessary to gain access to Software Vendor Updates, Fixes, Corrections, Maintenance Repairs, Security Enhancements, New Functionality, New Features, gain assistance with 3rd Party Operating System or Database issues, and gain assistance in maintaining PCI-Validation for an End User's PCI-Compliance. Software Vendors provide access to updates, and accept software problem escalations on an end-user's behalf, only with a Software Update License. Without an SUL, we are prevented access to the Software Vendor to obtain software corrections, or escalating any problems, on your behalf.
- Interface Support
- 3rd Party Application Support
- Hardware Dispatching and Support
- Credit Authorization Software Support at the POS operations level
- Managed Subscription Services

LiveAlert&Connect (Remote Access)

- DCRS maintains systems which allow remote access to the Customers' POS system ("Remote Access").
 Provided that the Customer has subscribed to <u>LiveAlert&Connect</u> or a DCRS Support Plan, Customer will
 allow Remote Access to DCRS support personnel at will, to perform tasks necessary to execute the Support
 Plan. The Customer shall have the right, with three (3) days prior written notice to DCRS, to de-authorize
 and prohibit all DCRS employees from Remote Access. DCRS shall have the right to alter the means for
 Remote Access, including designating the means of access and user names/numbers and passwords.
- To proactively perform tasks necessary to execute Plans, Customers subscribing to <u>LiveAlert&Connect</u> authorize DCRS personnel to remotely access their supported system at will.
- Customers preferring not to authorize DCRS personnel this access must take responsibility to communicate this desire to DCRS, but acknowledge this alternative does cause some connection delays in the execution of these Plans.
- <u>Limitation of Liability</u>. DCRS shall have no liability to the Customer resulting from or connected with the access to Customer's system via <u>LiveAlert&Connect</u>, as Customer has authorized DCRS in accordance with the purchase of this subscription and plan. Customer indemnifies and hold DCRS harmless from any loss, fee, cost, expense, damage, liability or claim (including, without limitation, reasonable attorneys' fees and costs) resulting from the access to Customer's POS System via <u>LiveAlert&Connect</u>, which has been authorized by Customer in accordance with this Agreement.

Software Application Support (for Software purchased from us) & Software Update License (SUL—a suggested ADDITION)

Covered

- Upgrades or new versions are included in SaaS contracts that do not require onsite assistance (Simphony may require onsite work during upgrades – Caps Servers)
- Resolution or explanation of your application generated error messages
- Assistance with your problems that occur during normal system and desktop operations
- Guidance with your procedural and system capability questions
- Researching and reporting your software bugs to Research & Development (SUL required)
- Assistance reloading your applications from Full System Backup(s)
- Assistance reloading your Database(s) from <u>backup</u>
- Assistance with installation of application release supplements or patch releases (SUL required)
- Assistance with identification of programming changes that may need to be performed by you, to correct your reporting or functionality issues
- Reprinting of your current day's reports and journals
- <u>Software Update License with Software Vendor Support</u> (SUL) is a suggested ADDITION to Support Plans: Separate License fee paid to Oracle Micros and other POS Software vendors—not included in the standard Support Plan—necessary to gain access to Software Vendor Updates, Fixes, Corrections, Maintenance Repairs, Security Enhancements, New Functionality, New Features, gain assistance with 3rd Party Operating System or Database issues, and gain assistance in maintaining PCI-Validation for an End User's PCI-Compliance. Without an SUL, we are prevented access to the Software Vendor to obtain software corrections, or to escalate any problems, on your behalf.
- Plan includes discounts to installation fees that may be applicable to SUL. Media costs, added software fees associated with different Operating Systems, and onsite installation services, are not covered.

Not Covered [Billable]

- Remote Programming changes to your database, to meet requirements not specified in installation survey
- Remote resolution of problems resulting from changes to the database performed by you or your agent
- Accounting for, or balancing of, the product's Standard or Custom reports, or the identification of areas where a reporting imbalance may exist within a report
- Training performed onsite or over the phone, or Installation of new modules
- Software Update License (SUL) releases require SUL addition for on premise systems
- Upgrade to a different Operating System
- Reloading your applications from scratch when a full system backup is not available
- Programming new POS devices such as Workstations, printers, etc.
- Programming new revenue centers, touch screens, keyboards, and menus, or Programming new reports and auto sequences. Reprinting reports and journals from archive
- Issues corrected in later software releases, patch releases, or release supplements that can be corrected by the installation of appropriate patch release or release supplement
- Rebuilding of database tables, totals files, re-posting of totals, or any manual manipulation of database files
- Re-posting of any sales totals, including credit card sales
- Software Manufacturers support current versions and typically past versions not exceeding two (2) previous Major Release Versions. Support for older software versions is at the sole discretion of the Software Manufacturer. Fixes are only provided to software having a Software Update License (SUL). Updates to current versions are typically required to maintain support.
- Onsite visits to LiveHelp Plan sites
- Services necessitated by computer viruses and/or security breaches

NOTE: Reloading backups and installing new modules or patch releases should be performed by a system-trained property expert or the local servicing agent. Onsite visits are paid by you and must be scheduled in advance.

Operating System and Network Support

Our *LiveHelp* Center will provide support for Operating System and Network related issues within the following guidelines as they relate to products purchased from us:

Covered

- Explanation and resolution of your operating system generated error messages
- Assistance with your problems that occur during normal system and desktop operations
- Guidance with your procedural and system capability questions
- Root cause analysis of your Server crashes and problems during boot
- Resolution of your printer problems directly related to applications purchased from us
- Assistance reloading your system from a full system backup in the event of hard disk failure
- Re-routing your printers when there are printer problems
- Assistance with your backup issues or problems unrelated to hardware
- Resolution of network configuration problems directly related to hardware purchased from us

Not Covered [Billable]

- The cost of your operating system version upgrades, patch releases, or release supplements
- Assistance with loading operating system upgrades, patch releases or release supplements
- Assistance with configuration, installation, or addition of new hardware or peripherals
- Assistance loading and supporting third party applications not sold by us
- · Resolution of problems directly related to non-supported third party applications
- Pre-installation network consultation or configuration including network design and evaluation
- Resolution of network problems caused by addition of or changes in network configuration or hardware by the user
- Post-installation network consultation including evaluation and/or reconfiguration
- Reinstallation of your Operating System from scratch when a full system backup is not available
- Restoration of any of your files or programs after a system crash, not available on the site's full system backup
- Performing system administration tasks including but not limited to adding users, maintaining file system integrity, monitoring system resources, performing backups, and storing software
- Creation or installation of custom applications, batch files, shell scripts not part of our standard installation
- "Imaging" of the operating system onto any machine other than the machine where the image or backup was created
- Assistance with correcting issues on systems where an image, backup, or hard disk from another system was installed
- Software Update License (SUL) releases require SUL addition
- On-site visits to *LiveHelp* Plan sites
- Customer Supplied Servers of Virtual Machines
- Services necessitated by computer viruses and/or security breaches

NOTE: Reloading backups and installing new modules and operating system upgrades should be performed by a systemtrained property expert or by the local servicing agent. A service agent's onsite visit is paid by you and must be scheduled in advance. Exceptions are if you have an Onsite Support Plan Agreement, which covers the onsite visit to reload a system (from backup only), as well as hardware repair. DCRS is not responsible for any charges related to 3rd party hardware providers.

Interface Support

Our *LiveHelp* Center will provide support as outlined below for various interfaces used with our products, if purchased from us.

Covered

- Resolution of our product's generated error messages. Software Update License with Software Vendor Support (SUL) addition required.
- Assistance with your problems that occur during operations as they relate to applications purchased from us
- Guidance with procedural and interface capability questions
- Resolution of interface problems/errors related to standard interface scripts and/or programs purchased from us. Software Update License with Software Vendor Support (SUL) addition required.
- General information concerning interface specifications for products purchased from us

Not Covered [Billable]

- Programming of database files and scripts required for back office applications or other interfaces
- Changes to the interface configuration as a result of an upgrade to another vendor's software
- Programming of the PMS/Interface files and testing of the interface with the third-party vendor
- Programming of, or testing of, third-party interfaces to the application(s) or workstation application(s) purchased from us
- Creation or installation of interface scripts or files not part of the our standard installation
- Software Update License (SUL) releases require an SUL addition
- Onsite visits to *LiveHelp* Plan sites
- Services necessitated by computer viruses and/or security breaches

Third-Party Application Support

Third-Party Applications refer to those sold by us, for use with our products (i.e. Diskeeper Defragmentation, Acronis Disaster Image, BarTender Barcode Label, etc.). Support is provided based on the following guidelines:

Covered

- Resolution of application generated error messages
- Assistance with your problems that occur during normal and standard operations
- Guidance with your procedural and documented capability questions
- Assistance with the installation or configuration of third party software according to our approved installation guidelines

Not Covered [Billable]

- Subscription updates for firewall, virus, and spyware protection, not purchased from us
- Cost, upload, distribution, and/or installation of product updates or patch releases for products no longer supported by us, including, but not limited to, pcAnywhere and Norton Anti-Virus, or without an SUL.
- Assistance with applications not purchased from us
- Assistance with applications not covered under a support plan
- Activation of new features within the application
- Third-Party software fees associated with, or applicable to, an upgrade to a different Operating System
- Installation or configuration of third party software via remote dial in
- Onsite visits to LiveHelp Plan sites
- Services necessitated by computer viruses and/or security breaches

Hardware Dispatching and Support

Covered

- Dispatch of our local, authorized service organizations, for onsite support
- Assistance with swapping POS devices such as printers and Workstations with onsite spares
- Assistance with swapping Workstations with loaded and configured onsite spares
- Assistance with device diagnostics
- Assistance with basic trouble-shooting to possibly avoid an unnecessary onsite support call

Not Covered [Billable]

- Installing new POS devices such as printers and Workstations
- Installation/Configuration of new/used hardware, devices, peripherals or other hardware.
- Installation of equipment that has been relocated from a location other than that where it was originally installed
- Onsite visits to LiveHelp Plan sites
- Service on Mobile products covered by DIRECT MANUFACTURER WARRANTIES for all 3rd Party products include: <u>Handheld devices, iPads and others as noted in the sale order.</u>
- Most Mag Card Readers (all "add-on" type) are considered a consumable, non-repairable item.
- Manufacturer Warranty Claim Procedures must be followed when a problem appears in any of these 3rd Party products, as Service is unavailable for these products through DCRS.
- Customer Supplied Servers or Virtual Machines
- Services necessitated by computer viruses and/or security breaches

NOTE: Hardware support as defined above is related only to application support and dispatching for hardware service. What hardware services are covered, and not covered, is specifically stated in "SUPPORT PLAN CHOICES" (page 4). DCRS is not responsible for any charges related to 3rd party hardware providers.

Credit Authorization (CA) Application Software Support at the POS operations level

Covered

- Resolution of application generated error messages
- Assistance with your problems that occur during operations
- Guidance with your procedural CA capability questions
- Patch Release Upgrades as needed to resolve issues affecting system performance (SUL required).

Not Covered [Billable]

- Installation of new CA Driver Application
- Changing from one CA Driver to another, changing Merchant ID, adding Merchant ID to a new Revenue Center
- Activation of new features
- Changes to the driver configuration as a result of upgrade to another vendor's software
- Onsite visits to LiveHelp Plan sites
- Attempts to resolve your problems related to your Internet Service Provider (ISP)
- Services necessitated by computer viruses and/or security breaches
- Support does not include annual rotation of encryption keys, Compliance with Credit or Debit Card Rules, Regulations and Laws. You, as End-User, are solely responsible for PCI-DSS Compliance.

Managed Subscription Services (when applicable)

Managed Subscription Services refers to the following third-party products and software subscription services approved,

sold, and installed by us, for use with our products. They include, but are not limited to, annual usage and subscription updates to maintain <u>LiveProtect</u> (for a Meraki/Unifi firewall), <u>LiveAlert&Connect</u>, LiveManager Connection option, Disaster Recovery Protection option, <u>LiveAntiVirus</u> (to Servers & PCs), LiveBackup option (offsite backup service for Oracle|Micros RES), Credit Help, and more. Support for these products and services are provided based on the following guidelines:

Covered

- Credit Support, which includes resolution of your authorization and batching problems, and the rekeying of lost batches.
- Annual subscription service fees for <u>LiveProtect</u>, which includes automatic updates to the Meraki/Unifi firewall's AntiVirus, AntiSpyware, Intrusion Protection, Content Filtering, and firmware
- Annual subscription fees for <u>LiveAntiVirus</u> to Servers and PCs, which includes AntiSpyware and automatic updates from Meraki/Unifi
- Annual license usage and bandwidth access fees for <u>LiveAlert&Connect</u>, which includes automatic updates. To proactively perform tasks necessary to execute Plans, Customers subscribing to <u>LiveAlert&Connect</u> authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must not only take responsibility to communicate this desire to DCRS, but also acknowledge that the alternative will cause significant delays in the execution of these Plans.
- Annual license usage and bandwidth access fees for LiveManager Connection option, which includes automatic updates
- Annual subscription service fees for **Disaster Recovery Protection** option
- Annual subscription service fees for LiveBackup option (offsite backup service for Oracle|Micros RES)
- Other Managed Subscription Services as added in the future
- Installation or configuration of the above listed products, via remote dial in access
- Resolution of application generated error messages
- Assistance with your problems that occur during normal and standard operations
- Guidance with your procedural and documented capability questions
- Activation of new features within the above listed products, via remote dial in access

Not Covered [Billable]

- Software Update License (SUL) releases optional
- Subscription updates for any product not purchased from us
- Cost, distribution, and/or installation of product updates or patch releases for products not purchased from us, and for products no longer supported by us (including, but not limited to, pcAnywhere, Norton Anti-Virus, products running on non-supported Operating Systems like Windows XP, etc.)
- Assistance with any application not purchased from us
- Assistance with any application not covered under a support plan
- Third-Party software fees associated with, or applicable to, an upgrade to a different Operating System
- Onsite visits to LiveHelp Plan sites
- **Resolution of your authorization, batching, and re-key issues** (resolution to these issues are between you and your Credit Processor)
- Services necessitated by computer viruses and/or security breaches

Time & Material Charges (Non-Covered Sites or Billable Support)

Non-Covered Sites (without a Support Plan) can receive Time & Materials* (T&M) support by providing a valid credit card in advance of the work performed. Customer Support accepts **Visa, Master Card or Discover**. After verifying your credit card over the telephone, our *LiveHelp* Center provides the requested support. There is a minimum T&M charge for each support request. Priority assignments on T&M cases are made at the discretion of Customer Support. The scheduling of T&M work to be performed is dependent on availability of our support resources and our existing support workload. **Covered Sites with Support Plans are given top priority**.

*Time & Material support is NOT AVAILABLE from the Software Vendor for sites not having a Software Update License (SUL), including Updates, Fixes, Corrections, Maintenance Repairs, Security Enhancements, assistance with 3rd Party Operating System/Database issues, assistance maintaining PCI-Validation for an End User's PCI-Compliance.

Covered Sites (with a Support Plan) can receive Time & Materials billable support for requests not covered by their Plan by providing a valid credit card (Card brands noted above) in advance of the work performed. If a Covered Site has an existing credit relationship in good standing, Time & Materials billable support may be performed with a signed Billing Agreement, and charged to an open account. Please contact our Controller to complete a Billing Agreement.

Hourly Travel & Labor Rates

The following are our rates Without Plan Coverage, or Outside of a Plan's Hours or Coverage:

- LiveHelp WITH a Plan, but OUTSIDE of PLAN HOURS (12:00 Mid. to 7:59 am, any day): LiveHelp Rate 1, \$ 105.00 PER INCIDENT, up to 30 minutes assistance.
- LiveHelp WITHOUT a Plan, anytime: LiveHelp Rate 2, <u>\$195.00 PER INCIDENT</u>, up to 60 minutes assistance (minimum incident fee does not apply to Plan users). PLEASE NOTE: Software Maintenance and correction is not available on an incident or time basis without a Plan.
- Onsite, 8:00 am to 5:00 pm Monday to Friday: Onsite Rate 1, <u>\$390.00 PER INCIDENT</u>, up to 2 hours assistance including travel to site, plus Parts (minimum incident fee does not apply to Plan users).
- Onsite, 5:01 pm to 7:59 am Monday to Friday, or anytime weekends or holidays: Onsite Rate 2, <u>\$450.00</u> <u>PER INCIDENT</u>, up to 2 hours assistance including travel to site, plus Parts (minimum incident fee does not apply to Plan users).
- Drop Off Depot Repair WITH a *LiveHelp* Plan, Monday to Friday: Depot Rate 1, <u>\$105.00 per ½ Hour</u>, or \$195.00 per Hour, plus Parts. ½ hour rate available only to *LiveHelp* Plan users.
- Drop Off Depot Repair WITHOUT a Plan, Monday to Friday: Depot Rate 2, \$195.00 per Hour, plus Parts.

Onsite rates begin with travel time to your site. All time periods are Central Time. Onsite and Depot Repair Plans exclude the following designated Holidays: New Year's Day (January 1st, unless it falls on a Saturday or Sunday), Memorial Day (last Monday in May), Independence Day (July 4th, unless it falls on a Saturday or Sunday), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25th, unless it falls on a Saturday or Sunday). When January 1st or December 25th falls on a Saturday (or Sunday), the corresponding Friday (or Monday) is designated as a Holiday.

The scheduling of Time & Materials work is dependent on our existing support plan customers workload and availability of our resources. CUSTOMERS WITH a SUPPORT PLAN ARE GIVEN TOP PRIORITY. Software Update License with Software Vendor Support (SUL) is a suggested OPTION to all Support Plans, and is available on a prepaid fixed annual fee basis. Any required onsite installation is additional. Support for CREDIT AUTHORIZATION can be provided on a TIME & MATERIALS basis with our Support Manager's approval and your completion of the agreement covering the special procedures and flat rates associated with this type of support.

Your Responsibilities

Guidelines

To take full advantage of our applications and services, we urge you to follow the guidelines below:

- You will designate a "Site Expert" responsible for maintaining your system, including such duties as: the initial contact for trouble-shooting your user issues, the point of contact for our *LiveHelp* Center, the maintenance of hardware and software libraries, and the knowledge regarding the installed applications and system configuration.
- You will perform regularly scheduled system and database backups and have those backups available.
- You will secure and maintain virus and spyware protection software, including firewalls, passwords, physical security, access control policies, etc. We can assist in the maintenance portion by providing the "Managed Subscription Services" portion outlined and included with all Plans, but you have responsibility for the security, password, access control policies, annual rotation of encryption keys, and all PCI-DSS compliance.
- You will be responsible for the security and protection of your system and data. We cannot assure you that, after the initial installation, your system or your data will remain secure and virus-free.
- You will be responsible for providing a working Internet connection and router (or some remote connection method), and a dedicated analog phone line and serial modem (if backup credit option is available).
- Unless you have purchased LiveAlert&Connect and remain on our *LiveHelp* plan, you are responsible for any software required to remotely support your site and your site's administration.
- To proactively perform tasks necessary to effectively execute these Plans, Customers subscribing to <u>LiveAlert&Connect</u> authorize DCRS personnel to remotely access their supported system at will. Customers preferring not to authorize DCRS personnel this access must take responsibility to communicate this desire to DCRS, and acknowledge the alternative may cause delays in the execution of these Plans.
- Unless you are a processing customer of DCRS Solutions
- You will use our approved, secure and supported connection methods.
- You will maintain access to all required software, including operating system installation media, our application software and patch release software, system specific driver files, as well as any applicable license or software key codes. We DO NOT cover the replacement cost of this software and cannot guarantee replacement availability.
- You will maintain appropriate disaster recovery software, backups, boot disks, etc
- You will assist us with the resolution of your problems. You may need to dedicate some time to assist us in
 resolving your problems and questions. This includes but is not limited to your acceptance and timely
 response to communications we initiate via Telephone, Teleconference, Email, SMS Text messaging, and
 standard mail delivery.
- When asking for assistance from support, you be prepared to provide all information needed and answer questions as needed. Your accurate documentation of any error messages or system notices will help us expedite your resolution.
- You will plan and schedule ahead of time for services not covered under each support plan.
- We will not perform any items in the "not covered/billable" sections without being scheduled.
- <u>Your Support Plan does not include a Software Update License with Software Vendor Support (SUL),</u> <u>unless listed on your invoice</u>, which is a suggested ADDITION to any Software Support Plan.
- Your support does not include PCI Compliance with any Credit or Debit Card Rules, Regulations and Laws. You, as End-User Merchant, are responsible for all PCI-DSS Compliance.
- Your account is current, so we can render support.

PLEASE NOTE

This document is not intended to detail every item covered or not covered by our LiveHelp Plan, Credit Authorization Support Plan, or Managed Subscription Services. We make no guarantees, either expressed or implied, that you support request will result in the resolution of any problem or difficulty.