

ScanForce Services Agreement

(last updated March 2024)

Introduction

This document describes the levels of service the CUSTOMER will receive from ScanForce and will apply to both the Perpetual License and the Subscription License.

Scope

This Services Agreement (“Agreement”) applies only to the Product and Professional Services (“Product”) described in the Agreement or applicable Customer Order. This Agreement does not apply to any software, equipment, services, or other parts of an information technology system not purchased from or managed by ScanForce. Maintenance and Support will only be provided to customers currently enrolled in a purchased plan.

This Agreement includes the following products and services:

Software Assurance	Support Services included
<ul style="list-style-type: none"> • Access to critical software product updates, product fixes, and patches • New software versions – assures compatibility with the latest supported Sage versions • New fee-free enhancements and features available to your existing software 	<ul style="list-style-type: none"> • U.S.-based support during regular business hours*. Requested support outside regular business hours may require additional fees. • Unlimited remote support cases • Professional and courteous service • Software upgrade planning assistance • One ScanForce software upgrade per 12-month term. Additional upgrades will require additional fees. • Additional training for new features, as needed • Installation of any new software licenses on handheld devices purchased from ScanForce • Response within 4 hours* • Emergency response within 2 hours*

**Response time is measured within ScanForce’s regular business hours – 8:30am to 5:00pm Eastern Time, Monday through Friday, not including federal holidays.*

ScanForce support for the Product does not include:

- a. Issues related to any Sage product or any third-party software
- b. On-site visits
- c. Implementation and training outside regular business hours (additional charges will apply)
- d. Any support issues for software not purchased from ScanForce
- e. Hardware glitches or failures whether or not purchased from ScanForce
- f. Any IT-related issues such as Wi-Fi connectivity, printing, etc.
- g. Data backups
- h. Custom programming to add features or functionality
- i. Design of label formats
- j. Any unauthorized changes to the configuration or setup of the software or hardware made by you or others.
- k. Software issues related to the customer preventing ScanForce from performing required maintenance and updates to the software
- l. Issues caused by unsupported mobile devices, equipment, or software
- m. Circumstances that go beyond ScanForce's control such as hurricanes, floods, war, acts of God, civil unrest, terrorism, and other such circumstances

Effective Date and Term

This Agreement will commence on the date the initial Customer Order is accepted by ScanForce and will terminate without further notice upon the expiry or termination of the term specified in the original Customer Order, or current renewal.

Fees and Payment

Customer shall pay to ScanForce or its authorized reseller the fees set forth on any Customer Order for the ScanForce product(s) agreed therein. Unless otherwise stated in such Customer Order, all fees are due upon receipt of ScanForce's or Reseller's invoice. All such fees are non-refundable unless expressly stated otherwise in this Agreement. Customer acknowledges that ScanForce may increase its license, subscription, and other fees (i.e. in subsequent Customer Orders) and therefore fees due for new or additional purchases or renewals may be more than a previous purchase.

Automatic Billing. By purchasing software licenses or services or electing to utilize a recurring payment plan, Client authorizes ScanForce to automatically charge Customer's credit card or bank account on file on a monthly or annual basis, as set forth in any Order Form that Client has signed, until Client terminates this Agreement. Client is responsible for providing ScanForce with its most current billing information.

Contact Support

- All support issues should be submitted via email to support@scanforce.com or by telephone at 305-370-3377.
 - ScanForce's preferred communication method is via email, as this will automatically create a service ticket in our system.
 - Response times apply during ScanForce's standard working hours (8:30am – 5:00pm Eastern Time)
- The support response times listed above do not apply to unscheduled requests made during weekends, holidays, or outside of regular business hours.

Resolution times

ScanForce will always endeavor to resolve software issues as swiftly as possible. We recognize our software is used in mission critical areas. However, ScanForce is unable to provide guaranteed resolution times. The nature of software is inherently complex and causes of issues can vary immensely.

Responsibilities

ScanForce

- Respond to support requests as per above.
- Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information.
- Maintain clear and timely communication with Customer at all times.

Customer

- The customer will use the product and system as intended and directed by ScanForce.
- A high-speed Internet connection is required for ScanForce to provide efficient remote support. The client will provide ScanForce with attended access to the customer's server related to the Sage product in question, to resolve issues promptly. ScanForce requires a Windows login with full access to the Sage folders and a Sage product user account with administrative rights.
 - We recommend using TeamViewer as the Remote Support software, as this is the software used in-house by the ScanForce staff. However, any other remote access software could be used.
- Promptly notify ScanForce of issues or problems
- Cooperate with ScanForce in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information.
- Provide ScanForce with access to equipment and software for purposes of maintenance, updates, and fault prevention.
- Maintain good communication with ScanForce at all times.
- Communicate professionally with the ScanForce management and staff team.

Custom Development Services

- ScanForce can provide you with custom modifications for the ScanForce Software as well as for selected Sage software products.
- ScanForce will work with your Sage Reseller to prepare a Scope of Work and a proposal will be presented to you.
- Once the proposal is approved, ScanForce will provide you with an estimated date of completion. This date will depend on the scope of work and on our staff availability.
- Change orders to the project will be charged at the current programming rate and will be quoted separately.
- Please note that all programming projects are subject to an initial development fee and an annual fee for the maintenance and support of the project.

Confidentiality. All of our ScanForce staff have signed confidentiality agreements with our company stating that all information and knowledge they obtain from our clients is confidential information, and they are not authorized to utilize or disseminate this information in any manner.

Binding Arbitration. If a dispute arises between ScanForce and Customer, the Parties agree to resolve all issues through binding arbitration.

Governing Law. This Agreement is governed under the laws of the state of Florida.

Validity of Agreement. If any of the provisions of this agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be impaired.