

Software Support Policies

Delivery and Installation of Services and Products. CVS agrees to provide Licensee with, as requested by Licensee, the installation of a fully running and live copy of Bankcard Pros CRM Account Tracking Software on CVS or Licensee's server/web hosting account under the Licensee's domain name in electronic format via FTP delivery method. When the Bankcard Pros CRM Account Tracking Software is installed and live on your domain name, the LICENSEE acknowledges receipt of the Bankcard Pros CRM Account Tracking software and any other products and services listed in their contract/invoice to their full satisfaction.

In addition, a deliverable copy of the Bankcard Pros CRM Account Tracking Software backup files can be downloaded from your website hosting account on your server. No merchandise will be shipped to the Licensee's business or residence address. All merchandise will be delivered in electronic format via FTP or Email delivery method.

Software Support, Training, and Software Updates/Upgrades Policies. During the term of this Agreement, CVS agrees to provide Licensee with software support via e-mail and telephone during its standard support hours of Monday – Friday, 9:00 AM – 6:00 PM (Pacific Standard Time), except for business holidays and weekends. If we are not immediately available, we will respond to your support requests via email or phone within 48 hours or less. In most cases, we will make every reasonable effort to respond to your requests within the same day or within the same hour.

You agree to provide us with at least 48 hours or less to respond to your requests. For clarification purposes, the "Software Support, Training, and Software Updates/Upgrades" fee (See Exhibit B for all support plans/options) is a monthly recurring fee that includes software training and support as well as receiving automatic software updates and upgrades to Licensee's initial software purchase on a monthly basis.

The "Software Support, Training, and Software Updates/Upgrades" monthly recurring fee is a completely separate product and/or service that is separate from your software purchase. Software updates and upgrades are automatically applied to your software by our programming and development team. Licensee MUST be up to date on their monthly recurring payments in order to receive these services and upgrade products. In order to receive training and support via email or phone, Licensee will be required to pay all monthly recurring fees that have not been paid in previous months from the month Licensee purchases the software.

Merchant Applications and PDF Document Integration into the Online Application System. Your purchase of Bankcard Pros CRM Software does not include any PDF documents integrated into the online applications, as the software is "sold as is." In no way does the purchase of bankcard Pros CRM Software include the most recent and up to date version of your PDF documents in the software. However, your software will be installed and will include up to 90+ different PDF documents and online merchant applications already built into the system, as a free service provided to you. There is no guarantee that the PDF documents will be current, up to date, or will be the most recent versions provided by your bank, processor, and/or ISO.

If the PDF documents already installed in the software is out of date, you will need to submit the most recent PDF document used and pay for integrating this into the software. If you want CVS to integrate your merchant applications and PDF documents into the software, this programming work will be billed separately. Please see Exhibit A for the fees for this service.

Type of Support Provided. CVS and it's staff only provides support on how to use the software. We do not edit, add, delete, or manage any part of the software and/or data stored in any way. It is the full responsibility of the Licensee and it's staff to manage, add, edit, delete, and use within ALL functions of the software for its own business, including but not limited to the importing of data and/or customer/merchant accounts, backing up the software, importing lead lists, importing residual reports, uploading logos, uploading documents, etc.

Support Request Instructions. All support requests must be submitted via EMAIL, must include the URL link of the page you are experiencing problems, as well as a description of the issue. Please do not include screenshot images of the web pages you are experiencing issues with. When we receive your email with the URL link, we will click on the URL link of the page and attempt to duplicate the problem, correct the problem on the web page, and update your software with the new software updates.

What is NOT included in the Software Support, Training, and Updates/Upgrades Monthly Recurring Fee. The monthly support and training fee covers support and training on how to use Bankcard Pros CRM Account Tracking Software only. The monthly recurring fee does not cover support and training on setting up emails, website hosting accounts, setting up and configuring your own purchased or leased server, and/or support and technical assistance with your desktop computers.

Procedures for Submitting Requests for Software Support and Training. If Licensee requires support or training, Licensee must first submit an email request to training@bankcardpros.com with the exact details of the issues/problems or support/training requested. You must also include the URL address of the web page you are experiencing issues or requiring further training or support, and we will answer your questions via email or call you to provide support and detailed explanation of the issues Licensee is experiencing. Licensee will be provided with training on using the software, how to use the administrator's setup/configuration page, how upgrades and updates will be provided, and how to perform and maintain software Database (DB) backup.

The licensee will also be able to access, download, and print all training and support materials, documentation, and training videos on our website at this address: http://bankcardpros.com/html/training_videos_manuals.html. If the Licensee requests all training videos on CD, there will be an additional \$50.00 charge that will include the CD and shipping and handling charges.

Setup & Configuration Checklist for Bankcard Pros CRM. Before the initial training session takes place, the Licensee must complete all steps of the Setup/Configuration checklist. There are no exceptions. If the Licensee does not understand how to complete any steps in the checklist, the Licensee will mark each step not completed so they can be reviewed in the first training session. Licensee must fill out and sign the invoice and contract agreement, and fax it back to CVS at TOLL FREE FAX (800) 985-5371 before any training session will begin. Licensee must also have made its first monthly recurring "Software Support, Training, and Update/Upgrade" payment before the first training session will begin.

Training Materials for Bankcard Pros CRM. CVS provides PDF documents for training manuals, setup and configuration checklists, instructions and other training materials at this location http://bankcardpros.com/html/training_videos_manuals.html. It is the Licensee's full responsibility to read all materials and learn how to use the software on their own. Licensee fully understands that the purchase of software from CVS does not include training and support on how to use the software and that an additional monthly recurring payment must be made before any training or support is given, via phone or email.

Requests for Additional Software Programming and Customization Work: Requests for additional software programming and customization work are billable per hour (See Exhibit A), are not included in your monthly recurring support and training fee, and Licensee must provide at least a minimum of 15 business days or less for completion of any and all requests for custom programming work to be completed, depending on the scope of the customization work requested. In most cases, CVS will complete additional programming and customization projects and tasks within 24-48 hours or less because the requests require very little time to complete.

Software Upgrade Purchase. If the Licensee chooses not to pay the monthly recurring fees, has cancelled his monthly recurring fee, or has missed previous payments, then the Licensee agrees to pay the full \$895.00 software upgrade fee if the Licensee requests to receive any and all software update/upgrades at a later date.

Graphics, Logos, Custom Programs. Upon request of the Licensee, CVS agrees to design, and/or embed any logo requested by the Licensee into the Software. At the request of the Licensee, CVS will design and develop specific applications to accommodate the Licensee's requirements. Refer to EXHIBIT A for complete list of options and pricing for additional services and/or products.

Payment Terms. Payments are due COD. We only accept company or personal checks for payment of the Bankcard Pros CRM Account Tracking Software. We only accept credit cards as the only form of payment for the monthly recurring fees for the monthly training and support services.

Graphics, Logos, and Custom Programming. The fee to design logos at the request of the Licensee is Fifteen Dollars (\$195.00) per logo. The fee to provide custom programming is Sixty Five Dollars (\$65.00) per hour. The fees shall be payable upon successful completion, to the satisfaction of the Licensee, of the logo or project and invoice by CVS. Refer to EXHIBIT A for complete list of options and pricing for additional services and/or products.

Software Backup: It is the Licensee's full responsibility to backup the MySQL software database data on a daily basis. The backup file is downloaded and saved on your computer (other than the server where the software files are located and running) and is saved as a text .txt file. CVS is not responsible for loss of data, regardless of where the software is being hosted.

Licensee will be responsible for making daily backups of database system and the software files on separate computer workstation, safe and secure from duplication or distribution of any employee or outside individual. If hardware fails resulting in complete loss of entire software and all files, CVS will install new software and restore database backup within 48 hours after you have restored the hardware to working condition.

Programming and Development Work. Any additional programming work for customization or modification of the software will be considered as additional projects and tasks where the Licensee will be billed and invoiced per hour (See Exhibit A). Payment for work must be paid in advance. Please allow up to 10 business days for each project or task to be completed, depending on the scope of the customization work requested.

Software Development Files. Licensee may purchase the software developers source code files for in-house development of the software at a cost of \$ 15,000 additional. This purchase option provides the Licensee the rights to modify the software source code and other development work of the software for the Licensee only. Licensee may not rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Software to any other company or individual.

DEBIT AUTHORIZATION AND CANCELLATION POLICIES

SOFTWARE PURCHASE REFUND POLICY: Creative Vision Studio (CVS) does not offer a refund for the purchase of Bankcard Pros CRM Account Tracking Software. All sales are final. The purchase price for Bankcard Pros CRM Account Tracking Software is exclusively for the software package only and DOES NOT include the monthly recurring billing charges for software training, support, website hosting services, and software updates/upgrades.

FULL REVIEW AND EVALUATION: Licensee acknowledges that the Bankcard Pros CRM Account Tracking Software is sold "as is" based on what is available on our online demo website at www.bankcardpros.net. Before purchasing software, the demo site is available for Licensee to fully review, evaluate, and test drive the entire system so Licensee fully understands what Licensee will receive before making purchase.

By purchasing Bankcard Pros CRM Account Tracking Software, Licensee acknowledges and agrees that a full evaluation of the demo software at www.bankcardpros.net was completed by you and your staff and you are fully aware of what you are purchasing.

CANCELLATION POLICY: Our cancellation policy only pertains to the monthly recurring fee for software training, support, website hosting services, and software updates/upgrades. Licensee must provide a 30-day written notice via E-mail or FAX to cancel your monthly recurring billing. Cancellation request may be made via email to training@bankcardpros.com or **TOLL FREE FAX (800) 985-5371**. Licensee will be provided a confirmation number via E-Mail for verification purposes of the cancellation request.

CREDIT CARD PAYMENT POLICIES: If Licensee makes payment via credit card, debit card, business check card, etc., Licensee hereby acknowledges the credit card charge is non-refundable and cannot be charged back under any circumstances, and should Licensee chargeback the credit card transaction for any reason, Licensee agrees to be liable to CVS for any liquidated damages plus any and all other costs such as collection fees and reasonable attorneys' fees incurred in the collection process.

Cardmember (Licensee) acknowledges receipt of goods and/or services in the amount total shown on the invoice and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.

REQUESTS FOR SOFTWARE CUSTOMIZATION AND PROGRAMMING WORK: Any additional software programming, customization, and/or modification requests for advanced features, enhancements, modifications, etc. by Licensee will be considered as an additional software programming tasks/projects where the Licensee will be billed per hour per EXHIBIT A of this contract agreement. All requests for software customization and programming work will be automatically billed on the Licensee's credit card at the rate of \$55 per hour. Invoices will be sent out to the Licensee at the beginning of each month, and/or at the Licensee's request.

CREDIT CARD PAYMENT PROCESSING AUTHORIZATION: Licensee hereby authorizes CVS to withdraw any amounts, including any and all taxes now due or imposed, owed by me in conjunction with the attached invoice and any other fees and charges as provided in Exhibit A or Exhibit B of this contract agreement, by debiting my CREDIT/DEBIT CARD for the payment of products or services purchased/requested to be completed by the Licensee which includes and not limited to graphic/creative design/logo design work, software programming and development, etc.

CREDIT CARD DECLINES / LATE FEES: Credit cards that are declined for any reason are subject to a \$10.00 decline fee. Service interrupted for non-payment is subject to a \$25.00 reconnect charge. Accounts not paid within 5 days after the due date are subject to a \$5.00 late fee.

SOFTWARE TRAINING, SUPPORT, WEBSITE HOSTING, AND SOFTWARE UPDATES/UPGRADES: See EXHIBIT B for monthly recurring billing options and prices. If Licensee chooses not to pay the monthly fee for software training, support, website hosting services, and software updates/upgrades, the customer fully understands that customer service,

technical support, training, as well as software updates will not be available and provided to you. For complete options and pricing of training and support fees, refer to EXHIBIT B of this contract agreement.

MONTHLY RECURRING BILLING DATE: All monthly recurring billing is initiated on the last week of each month, between the 25th and the 31st of each month.

HOW TO ACCESS TRAINING MATERIALS AND DOCUMENTATION: Licensee understands that they are responsible for reading all training and support materials, learning the software, managing the administrative back-end options to configure your software for your business practices, setting up all options including user pricing and costs, and configuring the Bankcard Pros CRM Account Tracking Software on their own.

Licensee can access and download at anytime 24/7/365 the software support documentations, user and administrative training manuals, & setup checklist: http://bankcardpros.com/html/training_videos_manuals.html.

Cardholder Printed Name

Cardholder Signature

Date of Signature