

STCR CONTRACT PROVISIONS

1. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without STCR's prior written authorization and, in such event, customer will be liable to STCR for any additional costs and expenses incurred by STCR. STCR can consider that orders with no deposit and or which have not been completed for any reason within one year of the signed order can be canceled by STCR in its sole discretion and all work performed and equipment delivered will be invoiced to be paid for by the customer in addition to the cancellation fee. Cancelled orders are subject to a minimum 20% cancellation and handling fee on the entire order. Custom programming, software and labor are 100% non-refundable. Prices and scheduling are subject to change by STCR upon customer rescheduling or reconfiguration of orders. All orders must be accepted by the customer within 14 days of the agreed upon delivery date. Orders not delivered within 30 days of agreed upon date, due to Customer request, are subject to storage and financing charges. Deposit of 40% required at time of signing for all orders not secured through financing. Orders secured through financing require 20% deposit and written commitment from financing institution. Partially delivered orders will be invoiced on delivery and the balance of the order will be billed once delivered. All partial billings are due upon receipt. Once any part of the order is delivered to the customer, the remaining portion of the order cannot be cancelled, and the customer is responsible for payment in full. STCR does not accept credit cards for purchases on this agreement. Please note: it is the responsibility of each merchant to create and maintain their own comprehensive security policy for their environment that follows PCI DSS requirements. Additionally, it is the merchant's responsibility to protect and secure all store and customer data as well as protect against viruses and malware.
2. BUYER ALSO HEREBY APPOINTS ANY CORPORATE OFFICER OR DESIGNATED EMPLOYEE OF SELLER AS BUYER'S ATTORNEY IN FACT TO EXECUTE ON BEHALF OF BUYER SUCH FINANCING STATEMENT(S) NECESSARY TO PERFECT SELLER'S SECURITY INTEREST IN ONLY THE EQUIPMENT COVERED BY THIS CONTRACT.
3. Reasonable charges of the seller for collection, including reasonable attorney's fees of the seller, will be the obligation of the buyer. All orders are due and payable upon delivery of merchandise to the buyer. A finance fee of 1-½% per Month or 18% per annum on the average daily balance.
4. Seller warrants the installation and labor under this contract against all defects in material and workmanship for a period of (30) days from the date of original installment. This warranty may be superseded only by delivery to Buyer of a separate printed warranty agreement. Buyer's remedy is the correction of such installation. Buyer acknowledges that it may purchase a separate service maintenance agreement to be effective upon the expiration of the above stated warranty.
5. Products are covered by the manufacturer's warranty. Seller's obligation under this warranty is limited to the repair or replacement by the Seller, in the Seller's sole discretion, F.O.B. factory from which shipped, of all parts proven to be defective and subject hereto and this obligation is conditioned upon written notice of such defect to Seller within thirty (30) days of first knowledge of such defect or suspected defect. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse or as a result of any actions or inactions of Buyer, its employees, agents or workmen. ANY INTERVENING ACT BY ANYONE OTHER THAN SELLER, WITH RESPECT TO THE PRODUCTS WILL NEGATE THIS WARRANTY. SELLER MAKES OR ASSUMES NO OTHER GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THE EQUIPMENT DESCRIBED IN THE CONTRACT, AND NO PERSON, EXCEPT AN OFFICER OF SELLER WHO DOES SO IN WRITING, IS AUTHORIZED TO ASSUME FOR SELLER ANY OBLIGATION OR LIABILITY NOT STRICTLY IN ACCORDANCE WITH THIS CONTRACT. Under no circumstances is the buyer entitled to money damages INCLUDING BUT NOT LIMITED TO COMPENSABLE, INCIDENTAL, PUNITIVE DAMAGES, OR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. All relief is limited to repair by seller in seller's sole discretion. In regard to software, all warranties are limited to those provided in the applicable End User License Agreement (EULA). There are no other warranties included with respect to software outside of the relevant EULA signed by customer.
6. TERMS of SERVICE unless otherwise stated, hardware placed under maintenance contract through STCR, will be serviced at the place of business identified on the face of the invoice, by the manufacturer. Items placed under Depot Maintenance will be subject to manufacturer's terms and conditions governing the shipment of equipment to designated repair centers. Customer is responsible for verifying serial numbers, coverage dates and location of equipment presented on the invoice. Help Desk Support and Software Maintenance are non-cancelable and non-refundable. Equipment Maintenance is non-cancelable and nonrefundable. Equipment Maintenance and Help Desk Support will not be contracted until payment is received in full by STCR. Failure to make timely payment in conformance with the terms set forth on the face of invoice will void any obligation by STCR and the Manufacturer to provide Equipment Maintenance Software or Help Desk Support. STCR may re-enter into a new maintenance contract at its sole discretion without being subject to any prior price guarantee and based upon any new terms and conditions it determines to be appropriate. Equipment Maintenance and Help Desk Support are provided 24 hours a day and 7 days a week, unless otherwise stated on the face of the invoice. Contracted equipment may be subject to service delays pending verification of contract, parts inventory, or availability of personnel. STCR strives to meet but does not guarantee a 4-hour response time, after a service call is opened.
7. STCR grants you the right to use the software and documentation on the computer hardware for which it was sold. The software and documentation are protected by copyright and other intellectual property laws and treaties. STCR or its licensors own the title, copyright and other intellectual property rights in the software and documentation. The software and documentation are licensed, not sold. This license does not grant you any rights to trademarks or service marks of STCR or its licensors. Buyer may not make copies of software or documentation or install software on equipment for which it was not purchased. Buyer may not loan, rent, sub-license or otherwise transfer software license or documentation. Buyer may not alter, modify or adapt the software and documentation, including but not limited to translating, decompiling, disassembling or creating derivative works. Seller reserves the right to audit configurations and verify licenses at any time. All patch management of systems and devices is the end user responsibility.
8. The software scripts license to the Licensee hereunder is protected by the Copyright Laws of the United States and at all times shall remain the sole intellectual property of STCR and STCR reserves all rights that it does or may have under the Copyright Laws of the United States to protect its rights in the software license to the Licensee hereunder. Upon the termination of this license the Licensee hereby agrees to immediately cease all use of the license software and to not engage in any action that would in any way violate STCR's copyrights in the software.
9. Seller shall not be liable for lost profits, consequential, punitive or special damage growing out of or with respect to the equipment described in this Contract or the sale, operation or use under any theory of law, including tort, breach of contract, strict liability, breach of warranty and/or negligence. All such damages are released and waived. Buyer's only remedy under this Contract shall be repair or replacement, at the sole discretion of Seller, of the defective parts in accordance with the foregoing warranty. Under no circumstances shall Seller be liable for damages which exceed the purchase price hereunder. Notwithstanding anything herein to the contrary, there are no refunds for software or labor under any circumstances.
10. Buyer grants to Seller a security interest in all equipment described in this Contract ("equipment"), together with all proceeds there from in order to secure the balance due under this Contract, all costs and expenses, including reasonable attorneys' fees (unless precluded by applicable law) in the collection of such balance due, and any other indebtedness of Buyer or Seller, whether now existing or thereafter incurred. Buyer authorizes Seller to file Financing Statements signed by only the Seller in any appropriate public office. Buyer also irrevocably appoints Seller as its lawful attorney in fact and agent to execute any Financing Statements or any amendments thereto in Buyer's name and on Buyer's behalf and to file such Financing Statements in any appropriate public office.
11. Buyer is responsible for and required to prepare the site for installation. Site preparation shall include but is not limited to proper configuration of checkout stands and server area, installing all cabling, sufficient electrical wiring and dedicated outlets. All electronic equipment must be plugged into a dedicated outlet with a ground that is properly isolated and insulated. Buyer shall use and maintain the equipment with reasonable care and shall keep it in good condition and repair and shall obtain such service of the equipment in accordance with manufacturer's recommendations. Buyer shall neither dispose of, alter or move the equipment from the premises where originally installed without prior written approval by an officer of Seller.
12. Respecting the equipment described in this contract, the customer is responsible for implementing sufficient procedures and check points to satisfy his requirements for accuracy of data input and output and for maintaining an external means to the reconstruction of any lost data. Under no circumstances is Seller responsible for failure of Buyer to provide adequate back-up systems, the responsibility of which rests solely with Buyer, at its sole cost and expense. Seller assumes no liability for buyer's failure to comply with these instructions. Any repair or modification done by buyer or agents or employees of buyer without written consent of seller, negates any liability of seller.
13. Risk of loss and title to equipment shall pass to Buyer immediately upon delivery. Buyer shall keep the equipment insured to its full insurable value against loss by fire and other insurable hazards so long as the security interest in favor of Seller remains in effect. Such insurance shall name Seller as an additional insured and loss payee as its interest may appear. Evidence that such insurance is in effect shall be furnished to Seller.

14. Buyer shall keep the equipment free of all liens and encumbrances, shall pay all taxes thereon, and shall not sell, assign or transfer its rights under this Contract without written consent by an officer of Seller. The equipment shall be and remain personal property, notwithstanding the manner in which it may be affixed or attached to any structure.
15. If Buyer defaults in payment of any obligations secured hereby, when the same become due and payable, or if Buyer fails to observe or perform any of the provisions of this Contract, the entire unpaid balance under the Contract, together with accrued interest, shall immediately become due and payable, and Buyer, upon request by Seller, shall assemble and deliver the equipment to the nearest sales office of Seller, but if Buyer fails to do so, Seller may pursue the equipment wherever it may be found, take immediate possession of it, and remove it to any place whatsoever, may sell, lease or otherwise dispose of the equipment, at either public or private sale, for the best price and upon the best terms obtainable and at such sale, Seller may become purchaser thereof. In the event of any such sale, Seller shall, after deducting all expenses of retaking, storing, repairing and selling, apply the residue of proceeds of such sale toward the payment of the obligations secured hereby, and shall return any surplus to Buyer. Without limitation of any of the foregoing, Seller shall have all of the rights and remedies provided by the Uniform Commercial Code, State of New York, (or any other applicable law).
16. Buyer understands that agents of Seller are authorized to collect the initial cash payment under this Contract but are not authorized to collect any subsequent payment under this Contract except with specific written authority from Seller. All subsequent payments are to be made at the corporate address of Seller in immediately available United States funds.
17. This Contract includes the entire agreement between Seller and Buyer, except that the warranty agreement and the security agreement provisions of any prior contract between Seller and Buyer shall continue in effect to protect the interest of Buyer under such warranty agreement and Seller under the recorded provisions of such security agreement. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of NY without giving effect to choice of law provisions. Any action for breach of this Contract must be commenced within one year after the cause of action has accrued, except that an action for nonpayment may be initiated at any time allowed by law. All such actions must be brought in the New York Supreme Court, in Broome County, New York. Each provision and part of a provision of this Contract shall be independent and the holding of any provision or part thereof to be void or ineffective shall not invalidate any other provision or part thereof. Buyer hereby waives any objections to venue and law based on forum non-convenient or lack of jurisdiction.
18. STCR shall not be liable to the buyer or anyone with any rights derived from this contract, to perform any of the terms here in, where such failure is attributable to force majeure including but not limited to unavailability of parts, delays of carriers, strikes, lockouts, or any labor dispute, acts of God, acts of civil or military authority, governmental priorities or actions, fires, floods, earthquakes, hurricanes, epidemics, pandemics, widespread virus or illness, travel suspensions, quarantine either mandatory or suggested by governmental authorities, energy shortages, or issues relating to terrorism, war, civil unrest, states of emergency declared by local, state or federal authorities or any other factor making performance unreasonable to the seller. Force majeure will not relieve buyer of the obligation of any payments due for delivered products or services actually performed. Seller is not liable for delays due to strikes, accidents, acts of God, or other causes beyond Seller's control.
19. Buyer hereby indemnifies, defends, and holds Seller harmless from any cause of action, damages, claims, expenses (including reasonable attorneys' fees) and liability arising out of a breach by Buyer of any obligations hereunder or the use of the equipment.
20. The undersigned hereby represents and warrants that he/ she has full authorization to execute this Agreement and understands that he /she is jointly and severally liable in full for the full and faithful performance of the terms and conditions of this Agreement in his or her individual capacity.
21. During the term of this Agreement and for so long as Buyer continues to use any of the equipment, software and/or documentation provided to Buyer pursuant to this Contract, Buyer agrees that it will not solicit, entice, persuade, or induce any employee, associate, consultant, or agent of Seller to terminate his or her employment, association, or affiliation with Seller or hire or offer to hire any such employee, associate, consultant or agent of the Seller.
22. Buyer (i) acknowledges that its failure to comply with any covenant in this Contract may cause irreparable harm and that a remedy at law for such failure would be an inadequate remedy for Seller, and (ii) consent to the Seller seeking from a court having jurisdiction specific performance, an injunction, a restraining order or any other equitable relief in order to enforce any such compliance without the necessity of proof of actual damages or the posting of a bond, all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Seller under law or in equity.
23. At times STCR shall develop custom software programs for end users. This custom software is considered to be STCR's "Company Components," or "Intellectual Property." Said Company Components may include any corrections, improvements, enhancements, modifications, or derivatives of the base software application used, or software developed solely by STCR for use by End User. Note that STCR owns all Company Components and End User may not make use of or allow any other third party to make use of said Company Components without STCR approval.