



Maintenance Services Planning Guide

Service Plan Options and Descriptions

This **Services Planning Guide** describes the Hardware services offered to MICROS Major Account customers in North America. Although this guide is intended to detail the Installation and Maintenance offerings MICROS makes available to its' Major Account customers, MICROS District Offices may offer many of the same plans to their local customers. Also, MICROS will consider adjusting a plan or creating a custom plan for larger Customer opportunities.

Along with standard items such as "Hours of Operation" and "What's Covered", this guide details the Pre-Installation, Installation, Warranty and Post-Warranty Services available through MICROS. This manual provides details of each plan and the expectations a customer should have when determining which plan best suits their needs.

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Hours of Operation

BUSINESS HOURS

Normal Business Hours

Normal business hours for MICROS Service Offices are typically Monday through Friday, 8:00AM to 5:00PM. MICROS offices may close on weekends, national and applicable local holidays, but they still have a responsibility to provide on-site service for customers with a MICROS warranty or Maintenance Services Agreement that require services on these days.

After-Hours

Each MICROS Service Office must make service available 24 hours a day, 7 days a week, 365 days a year to contracted MICROS Major Account Customers. After-hours service should be addressed in a timely and effective manner within the guidelines of the Major Account Maintenance Agreement. Emergency service should be available on a “reasonable efforts” basis 24 hours a day, 7 days a week, 365 days a year. Each MICROS Service Office should have an answering service or answering machine that pages out for after hours issues.

Holidays

For the purposes of this Services Planning Guide and for the delivery of services under the Major Account Maintenance Agreement, holidays are defined as follows:

- New Year’s Day (January 1st)
- Martin Luther King’s Birthday (3rd Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve (24th day of December)
- Christmas Day (25th day of December)

WHAT’S COVERED

Two different types of Hardware Maintenance plans are available to MICROS Major Account customers. An “On-Site” maintenance plan is offered with three different levels of coverage as outlined below in the [Major Account Maintenance – On-Site Maintenance](#) section. MICROS also offers a “Depot” maintenance program with two different levels of coverage as described in the [Major Account Maintenance – Depot Maintenance](#) section.

Both On-Site and Depot maintenance plans cover standard parts and labor rates as required to maintain the covered products in good working condition. In the event on-site service is required outside the contracted coverage hours, labor and travel will be chargeable based on Time and Materials at the Servicing Agent’s current rates and will be billed by the local Servicing Agent. MICROS customers covered under the [MICROS Out-of-Scope](#) program will be invoiced by MICROS at current MICROS “Out of Scope” rates.

Products Serviced

All MICROS Service Agents are obligated to provide service and support for the products listed in standard MICROS Warranty and Maintenance Exhibits, along with those products included in Statements-of-Work and/or Installation Notification Packages. Therefore, each Service Agent must be capable of providing service and support for a variety of MICROS and OEM products. Typically, supported products include, but are not limited to, the following:

STANDARD PRODUCTS

All Assigned MICROS Products

Associated Products

- SCO UNIX Operating System
- Microsoft Windows NT Operating Systems
- Microsoft Windows XP Professional Operating Systems
- Microsoft Windows 2000 Workstation and Server Operating Systems
- Microsoft Windows SQL Server 2000/2005
- Microsoft Windows 2003 Server Standard and Professional Operating Systems

OEM PRODUCTS & PERIPHERALS

- Personal Computers/Servers
- Monitors
- Line & Laser Printers
- Un-Interruptible Power Supplies & Power Conditioners
- Modems
- Scanners
- Scales
- Coin Changers
- LAN Hardware (NICs, Hubs, Switches, etc.)
- Any other Hardware Products supported by MICROS

THIRD PARTY PRODUCTS

MICROS may allow Customers to acquire and supply other industry-standard third-party hardware components (that MICROS may not currently support) for inclusion as part of their MICROS system. If this occurs, and if MICROS agrees to provide services for such third-party products, MICROS will notify respective Service Agents in a Statement-of-Work or Installation Notification Package. This package will inform the Service Agent of their Installation, Warranty, and/or Maintenance responsibilities.

SPARE PARTS & PRODUCTS

To assist Service Agents in servicing MICROS products they may or may not sell and service themselves, MICROS will either specify the quantities and types of spare parts/products for each Service Agent to acquire or, MICROS may provide the necessary parts/products required to support the third party products under the Bailment Program.

In the case of any third-party products that the Service Agent may not be authorized to service, it is permissible to replace the failed product with a comparable replacement product while repairs are arranged for the failed product. The service agent may affect the repair of the failed third party product by securing the services of an authorized service center or by sending the product to the MICROS Repair Center.

Warranty & Installation Services

WARRANTY AND INSTALLATION PRICING (W&I)

MICROS Services Planning is responsible for calculating the Warranty (W) and Installation (I) amounts paid to Service Agents to install product and provide maintenance services during the MICROS warranty period. Historically, the amount of W&I commission paid to a Service Agent has been based upon a percentage of the MSRP, which may or may not accurately reflect the true cost of providing service to a product. Today, we use estimated repair and travel times in calculating the commissions paid for Warranty service.

The warranty amount paid to provide service is primarily driven by the warranty offered by the OEM. When an OEM offers a one-year warranty on a product, the repair cost is covered by the OEM during the first year. If the OEM offers a 90-day warranty on a product, the repair cost is covered by the OEM during the first 90-days. The Service Agent Warranty commission is paid to compensate for travel and labor necessary to complete the repairs during the warranty period.

Some of the factors we use to calculate warranty commissions are: Repair Process, Labor Cost, Hours of Coverage, Blended Travel Costs, Mean-Time-Between-Failure and Mean-Time-to-Repair.

WARRANTY PROGRAMS

MICROS offer's several hardware warranty programs to our Major Account Customers. The warranty is typically included in the MSRP price of the product, however, MICROS warranty programs are structured to allow Customers to purchase equipment with or without warranty. MICROS will provide our Service Agents with the warranty details in the Installation Notification Package.

MICROS Warranty – One-Year Extended Coverage

Equipment sold to MICROS Major Account Customers as part of a e7/3000/9000 PCWS System comes standard with a 1-Year Extended Warranty that provides coverage from 9:00 AM – 10:00 PM, Monday through Sunday including holidays. A warranty upgrade to 7x24x365 coverage is available for an additional fee per product.

Symbol Wireless, Extech Printer, Epson TM-P60 Mobilink Printer, HP Computers and Printers - Non-MICROS OEM Warranty

In some instances, MICROS may elect to sell another company's products through our Distribution network without a MICROS warranty being applied to the product. These products will carry the original OEM warranty or any added OEM warranty purchased at the time of sale. See your MICROS Sales Account Executive for details.

Symbol Products - Warranty Process and Options

Symbol Wireless devices and associated accessories come with various Symbol Direct service plans.

WS5100 Switch – 3-year Bronze on-site service plan (Symbol Direct Service Monday – Friday, 8am-5pm)
WS2000 Switch – 3-year Bronze on-site service plan (Symbol Direct Service Monday – Friday, 8am-5pm)
AP-5131 Access Point – 3-year Bronze on-site service plan (Symbol Direct Service Monday – Friday, 8am-5pm)
CB3000 Bridge – 1-year Depot warranty
PPT8846 Handheld Terminal – 3-year Bronze Depot service plan
MC50 Handheld Terminal – 3-year Bronze Depot service plan
MC70 Handheld Terminal – 3-year Bronze Depot service plan

A Depot service plan/warranty indicates the customer must return the defective equipment back to Symbol for warranty repair. Standard depot warranty service turn-around is 10-days, excluding Symbol holidays, from the receipt of product at Symbol. Return shipping is standard ground shipping. The 10-day period excludes shipping to and from

Symbol. The 3-year “Bronze” service plan is an upgrade to the Symbol warranty, from Symbol, that provides a manufacturer turn-around of 3 business days from receipt of the product, excluding Holidays, from receipt of the warranted device. Return shipping is standard ground. The 3-day period excludes shipping to and from Symbol.

Symbol observed Holidays are New Years Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Once repairs are complete, Symbol will ship the repaired device via UPS ground on all outbound shipments. Customers who desire overnight shipments after the warranty repair is completed must provide Symbol with a current air bill.

The process for obtaining a depot repair is to call Symbol Technology at **1-800-653-5350** to get an RMA number for return of the faulty unit. You may also request an RMA via the web at http://www.Symbol.com/services/howto/howto_rma.html. After obtaining the RMA number, ship to the address below:

**Symbol Chicago Service Center
709 West Algonquin Road
Arlington Heights, IL 60005**

Extech Data Systems - Warranty Process

MICROS has decided the service program for both warranty and post warranty service is a pass-through of the Extech mail-in warranty for each respective item. The standard warranty for the printer is a 12-month mail-in Depot repair program. After the standard warranty expires, Extech offers mail-in service for non-consumable items. Batteries and AC Adapters are examples of consumables for the Extech product and are not covered under the warranty or post-warranty programs. Wear-and-tear, abuse, spillage, cosmetic and no trouble fault returns are not covered under the Extech product warranty.

Normal Extech in-house repairs are completed within 5 business days, which includes service administration and repair time. All items sent to the repair facility will be returned to the customer via the same shipping method as the inbound shipment.

The warranty is voided and the printer is no longer covered if any attempt is made by a customer or third-party to repair or open the printer. Any such printers will be repaired under the Extech “Out-Of-Warranty” program. All printers are shipped with a serial number and printers returned without a serial number will be repaired under the “Out-Of-Warranty” program.

All printers requiring warranty repair and thus returned to Extech will require the issuance of a Return Merchandise Authorization number (“RMA#”). The customer will need to call Extech for an RMA number before returning the unit to Extech. The RMA number should be noted on the exterior of the shipping container, which should be the original packaging materials if available. Extech will repair or replace the fault printer with a working replacement unit, at its option.

Extech Return Policy

The following procedures must be used to expedite any returns for service:

1. The customer **MUST** obtain a Return Authorization Number (RA#) from Extech before returning any goods. Call Extech at 1-781-890-7440 and ask for the service department. They will attempt to troubleshoot the issue over the phone. If the issue can’t be resolved, an RMA number will be issued.
2. State reason for return (I.E. service, credit)
3. If in need of service include as much specific information that relates to the problem as possible and include it with each item when returned.
4. Goods **MUST** be shipped back to Extech **PREPAID**. Extech will not accept Freight Collect Shipments and Duty charges. This applies to both Warranty and Non-Warranty returns.

- 5.If goods are under Warranty, they will be returned to you at our expense by carrier of our choice (normally UPS). If you should request a specific carriers (such as DHL or Federal Express) then the customer will be responsible for shipping charges and your account number is required.
- 6.Goods that are not covered by warranty will be returned at customer's expense.
- 7.Returns that are a combination of Warranty and Non-Warranty goods will be returned with customer paying percentage of freight for Non-Warranty goods.

Epson TM-P60 Printer - Warranty Process

The Epson Mobilink TM-P60 printer is being sold by MICROS with a 3-year Epson Spare-in-the-Air overnight replacement warranty provided directly by EPSON to the end-user. Once the problem has been diagnosed as a Mobilink hardware problem, the end-user will need to follow the directions below to receive a replacement unit.

Note: MICROS is not involved in this service delivery. MICROS is reselling an Epson support plan. A copy of the Epson Program Enrollment form, including terms & conditions, is located on the MICROS website at : <http://portal.micros.com/sites/hardware/3rdparty/pages/Epson%20printers.aspx>.

Epson Spare-In-The-Air Process

1. For each Mobilink printer, fill out the registration form packaged and mail or fax it to the Epson address listed. This should be done as you install the printer. Also packaged with the printer is a welcome letter explaining how to get support from Epson.
 - a. How to request a product exchange:
 - b. Call your Helpdesk first to troubleshoot the printer. If your help desk cannot solve the problem over the phone, contact Epson at:

1-800-442-2083
Monday – Friday, 7:00am – 4:00pm PST
 - c. Identify yourself to Epson and provide the following;
 - i. Profile Number (Contained on the registration form)
 - ii. Payment Information – Epson will require payment in advance to ensure that the failed printer is returned to Epson. If the damaged printer is returned to Epson, no payment is required. Please see terms and conditions posted on our website at the link above.
 - iii. Product Serial Number
 - iv. Product Model Number
 - v. Complete Shipping Information
 - d. Epson will provide a return authorization number for each unit requiring a replacement to Help Desk and ship the unit via overnight delivery. Orders received after 2:00pm PST will be shipped the next business day.
2. Follow the instructions from the Epson Help Desk which will include a location to ship your defective printer, as well as when you will receive your replacement.
 - a. How to return the defective unit to Epson:
 - b. A prepaid return shipping document and instructions on how to return the defective unit will arrive with the replacement unit.
 - c. Save the packing list, box and packing materials and use them to ship the defective unit back to Epson with three (3) days. Unreturned product will result in a charge for the replacement cost.
 - d. Follow the instructions for packaging the defective unit and completed the return shipping document with all necessary information as provided in the instructions.
 - e. Retain a copy of the shipping document for your records, and affix one to the box.
 - f. Properly place the return authorization number on the box and call carrier for pickup.

3. If the issue is determined to be out-of-scope and not covered under the terms of the warranty, Epson will require a method of payment in order to repair the defective unit.

HP Computer Products – HP products always include the HP OEM warranty. Some products may have varying uplifted warranty service. As an example, the HP rp5700 computer warranty, with service delivered by HP Direct, may come with a 3-year Next Business Day warranty, or come with a 5-year, 6-hour Call-to-Repair warranty. The OEM product warranty is part number dependant; please check with your Sales Account Executive for the HP warranty. All HP products (except rp5700 with 6-hour Call-to-Repair) will need to be registered with HP Direct for warranty registration upon installation to transfer the warranty to the end-user.

SCOPE OF WARRANTY SERVICES

Unless otherwise noted, warranty services provided to MICROS Customers under the terms of the MICROS warranty should be delivered in the same fashion as the corresponding MICROS Major Account Maintenance Agreement (“MSA”) Plan. All MICROS warranties include the necessary parts and labor required in keeping the warranted equipment in good working order for the duration of the warranty period, excluding [Out-of Scope](#) issues.

Approximately 90-days prior to the expiration of the Customer’s warranty, the Customer will receive a proposal for continuing maintenance coverage under one of the [MICROS Maintenance Programs](#).

INSTALLATION SERVICES

MICROS provides a set of standard “Installation” services to its Major Account customers. The installation services described below are typically included in the price of the product, however, the MICROS installation program is structured to allow Customers to purchase equipment with or without our complete installation services. The installation amount is the cost associated with the installation of an entire unit or sub-assembly component. It is based upon the amount of time required to perform the installation and includes labor and blended time travel to a site. The applicable per component installation amount does not take into consideration the minimum installation drop per project, which is \$200.00. MICROS provides specific details of each installation to our Service Agents in an Installation Notification Package.

MICROS Service Agents are responsible for performing the specific Installation services required for each Major Account Customer regardless of the actual time-of-day or date performed. Although most installation responsibilities will be scheduled during normal business hours, responsibilities such as [Equipment Installation/Final Test](#) usually take place after-hours and could possibly occur on a weekend or holiday. Every MICROS customer should expect their Service Agent to perform all installation tasks within the proper time frame to ensure timely and professional system installation.

SCOPE OF INSTALLATION SERVICES

When a customer purchases MICROS products with full installation services, they should expect to receive the following set of Installation Services, unless an item is not required or they have explicitly chosen not to have MICROS perform their installation:

Site Preparation

MICROS Systems are based on highly sophisticated hardware components that were designed to provide efficient and trouble-free operation when the recommended site preparation specifications (AC Power, Data Communications/LAN Cabling, Operating Environment) are followed. To attain proper system operation, strict attention must be given to preparation of the site in accordance with MICROS specifications. In addition to the site preparations, all other specifications, standards, instructions, and guidelines contained in MICROS Hardware Site Preparation Guides should be followed by the Customer. A lack-of-attention to site preparation prior to system

installation could result in a troublesome site, which will be costly and time consuming for both MICROS and the Customer. MICROS will perform the following Site Preparation Services to assist our Customers in meeting the MICROS site preparation specifications, thus providing the proper environment for their MICROS System.

Initial Site Inspection

MICROS is responsible for coordinating the exact time and date of the Initial Site Inspection with the designated Customer contact. During the Initial Site Inspection, the MICROS Service Agent will meet with the Customer and/or their Contractor and perform the following tasks:

- Walk the installation site with the Customer and their Contractor, review the system plans/riser diagram, and verify each piece of equipment and its location. Also, discuss any possible future equipment locations that may need to be prepared for at this time.
- Present the appropriate MICROS Hardware Site Preparation Guide to the Customer and their Contractor and review with them the MICROS AC Power, Data Communications/LAN Cabling, and Environmental Requirements for each equipment location and future equipment location (if applicable). The following areas should be reviewed at this time:
 - *AC Power System & Receptacle Requirements*
 - *Alternative Power Systems and/or Power Conditioning (if AC power specs cannot be met)*
 - *Types of Data Communications Cabling Required & Cabling System Layout*
 - *Environmental Hazards & Millwork Modifications Required to Accommodate Equipment*
 - *Telephone Line Requirements (CA/EDC, Support, etc.) & Placement*
- The Customer will be requested to sign the **MICROS Pre-Installation Site Preparation Sign-off** sheet so the Service Agent can return it to MICROS. The Customer will be advised of any possible issues/discrepancies as soon as possible.
- The Service Agent should provide the Customer and their Contractor with their phone number for technical assistance that may be required during the site preparation process.

NOTE: The installation, termination, and certification of network cabling is the responsibility of the Customer and/or their Contractor. All network cabling must adhere to prescribed specifications. The party responsible for the network cabling should be familiar with cabling specifications and be prepared to provide certification documentation during the Final Site Inspection. Any existing cabling systems must be certified/tested to comply with required MICROS specifications if the Customer decides to use them for the new MICROS System.

Final Site Inspection

MICROS is responsible for coordinating the exact time and date of the Final Site Inspection with the designated Customer contact. The Final Site Inspection should take place after all site preparation work is complete. During the Final Site Inspection, the MICROS Service Agents will meet with the Customer and/or their Contractor and perform the following tasks:

- Walk the installation site with the Customer and their Contractor and review the site preparation status at each equipment location to ensure compliance with MICROS site preparation specifications.
- Obtain a copy of the certification documentation on all network cable runs from the Customer or their Contractor.
- If convenient, cable termination can be performed at this time. Otherwise, cable termination should be performed during the Equipment Installation & Final Test Phase of the Installation.
- Complete the **MICROS Final Site Inspection Checklist**, report their findings to the Customer and/or their Contractor as required, and return the completed checklist to MICROS. They will attach a copy of the network cabling certification document (if applicable) and give the Customer a copy for their records.

- **Advise MICROS and the Customer of any discrepancies as soon as possible and will not install the equipment until the site preparation requirements are satisfied or until authorized to do so by MICROS or an authorized MICROS Representative.**

Receiving Equipment

The MICROS Service Agent will receive the equipment at their designated location for any MICROS Customer Installation for which MICROS will provide Equipment Preparation/Test and/or Equipment Delivery/Training Room Setup Services. If MICROS will provide any of these services, we will make every effort to coordinate the shipment of equipment so that it arrives at the designated "Ship-To Location" a minimum of two-weeks prior to the date the equipment is required at the designated Customer location. Two weeks should provide the Service Agent with ample time to prep, test, and ready the equipment for delivery and setup/installation at the designated Customer location. Before accepting the equipment, the Service Agent will verify that all equipment reflected in the shipping documents is included in the shipment. Once received, and until the equipment is delivered to the designated Customer location, the Service Agent is responsible for the safekeeping of the equipment.

Equipment Preparation/Test

Between the time equipment is received at the designated location and the equipment is delivered to the designated Customer location, the Service Agent is responsible for unpacking and preparing the equipment in accordance with MICROS or Customer Specific Equipment Preparation Checklists. In addition, operational testing, burn-in and repair/RMA of defective or damaged equipment should be completed in accordance with MICROS policies and procedures. All of these tasks should be completed prior to the scheduled delivery date. MICROS Service Agents should be expected to utilize spare products from their inventory to temporarily replace defective equipment that has not been repaired or replaced prior to the date of delivery to the designated Customer location.

In the event that a Service Agent is requested to perform Customer Specific Equipment Preparation/Testing that is different than the Standard Installation Checklist, they should perform these tasks as long as the services can be completed in the same amount of time as the Standard Equipment Preparation/Testing Services. Also, no additional/special training and/or equipment should be required to effectively complete the Customer specified services.

Equipment Delivery & Setup of Training Room

The MICROS Service Agent is responsible for coordinating the actual equipment delivery date with the Customer, delivering the equipment to the designated Customer Location, along with setup and testing (or assisting with setup and testing) of the equipment in the Customer's Training Room, if applicable. This should all be done according to the guidelines provided by MICROS. All of these tasks should be coordinated so they can be completed during the same visit.

Equipment Delivery

Before delivering the equipment to the designated Customer Location, the MICROS Service Agent will verify with the Customer that the location is secure and no longer under construction (if applicable). If the Customer is not certain of the location's condition, they will be reminded that by taking delivery they assume ownership and liability for the equipment. All equipment serial numbers on the Delivery Receipt provided by MICROS will be recorded and we will verify all items on Delivery Receipt are inventoried. MICROS will deliver the equipment to the designated Customer location and obtain the Customer's signature on the Delivery Receipt and leave a copy with the Customer.

Setup of Training Room

The Service Agent will set-up and test (or assist with setup and test) the equipment in the Customer's Training Room according to the guidelines provided by the MICROS Contact Person or the "On-Site" MICROS Representative. They will ensure there are enough AC power receptacles or power strips available for the equipment and they will always use an AC circuit tester to check the power prior to plugging in any equipment. Because the AC Power in most Training Rooms does not meet MICROS specifications, power-conditioning devices should always be used. If necessary, the Service Agent should route power cords/strips and data cables to avoid becoming a trip hazard. If available, the Customer should provide floor mats or tape to secure the power cords/strips and data cables. Any equipment failures discovered during the setup/test process should be addressed (repaired or replaced) by the MICROS Service Agent.

Equipment Installation & Final Test

The MICROS Service Agent is responsible for performing on-site equipment installation, final test, and associated tasks for MICROS Customer Installations. The MICROS Contact Person will notify the Service Agent of the scheduled equipment installation date and time, the number of qualified Field Service Engineers required and the estimated on-site time requirements. In most cases, Equipment Installation & Final Test will take place after-hours and possibly on a weekend or holiday. During the Equipment Installation & Final Test phase of the installation process, the Service Agent is responsible for the following tasks:

- Cable termination (RS-232 only) if not completed during the Final Site Inspection.
- Placement of equipment in designated locations and connection of equipment in accordance with procedures specified in the appropriate MICROS Hardware Installation Guide or as directed.
- Checking all equipment locations for proper cable/cord access, fit, ventilation, and environmental hazards and reporting their findings/requirements to the Customer and/or their Contractor immediately.
- Clean up of cabling presentation at all equipment locations. All cables should be tied up neatly with cable ties.
- Operational check (final test) of equipment in its final location according to MICROS published or provided guidelines.
- Test all System Interfaces (LAN, PMS, etc.) and Modems.

All equipment will be put into place and equipment diagnosis should be performed where applicable. This will serve two purposes:

- Verify that cable connectors are properly installed
- Allow the equipment to be viewed in its intended location to determine that the millwork fits with the proper clearances around the equipment.

Test Interfaces and Modems

All interfaces will be tested prior to use of the system. This includes, but is not limited to, networks, modems, and property management system interfaces. All modem lines should be tested before the system goes live. This will

result in a smoother transition and provides the installer or the Help Desk with the ability to perform remote support immediately.

CUSTOM INSTALLATION REQUIREMENTS

Some MICROS Customers choose to perform the installation services described above by themselves and some choose to utilize a 3rd Party Contractor. These are both acceptable alternatives to the standard method of MICROS Service Agents delivering the installation services.

When Customers choose to perform the installation services themselves or utilize a 3rd Party Contractor, the assigned MICROS Service Agent will be notified of the self or 3rd party installation. The Customer assumes full responsibility for the preparation of their site and if the assistance of MICROS is required before, during or after an installation, the services will be provided on a Time & Materials ("T&M") basis. In addition, the new equipment warranty may be affected if site preparation discrepancies affect the operation or condition of the equipment. If a situation such as this occurs, the Service Agent will work closely with the designated Customer contact to ensure the situation is handled properly and in the best interests of all parties.

Maintenance Services

MAINTENANCE SERVICES AGREEMENTS (“MSA”)

One of the goals of MICROS is to commit every Major Account and District Account customer to a Maintenance Services Agreement (“MSA”). MICROS endeavors to sign up customers in the maintenance plans we develop for each product. These various plans provide our customers with reasonable expectations for service at a fair price. Customers who purchase a MSA receive the benefits of service by the MICROS Service Network (“MSN”).

MSA PRICING

MSA pricing is the amount MICROS charges end-users to provide maintenance services to their equipment. Based upon the service plan chosen, maintenance prices are calculated to provide end users with an economical service plan to meet their needs. There are many factors that go into calculating the cost of maintenance: Spare Parts Replacement Cost, Repair Process, Hours of Coverage, Labor and Travel Cost, Cost to Repair, Mean-Time-Between Failure and Mean-Time-to-Repair. Additionally, the cost of maintenance has to cover infrastructure such as Hardware Technical Support, Central Dispatch, Billing Administration and Logistics. The standard MICROS MSA Rates are detailed in “Exhibit I” of the Major Account Maintenance Agreement (“MAMA”). Customers can obtain this information from their Salesperson.

NOTE:

Front-of-House (“FOH”) P.O.S. equipment and Back-of-House (“BOH”) equipment can have different coverage types. BOH items must all have the same coverage type. As an example, if the server has 7 x 24 coverage, then the modem, UPS and any other BOH peripherals must have 7 x 24 coverage. Coverage on the FOH P.O.S. equipment can either be on-site or depot, or a mixture of the two plans based upon the product and customer needs. If a site chooses Depot on some FOH products and on-site coverage for other FOH products, the on-site coverage plan chosen must be identical for all FOH items. An example would be choosing “Basic” coverage for printers, such that all other on-site FOH items would be required to have “Basic” coverage. The FOH PCWS and Cash drawers could be depot if needed, but all on-site coverage would be required to be Basic for FOH items.

MSA CONTRACT PROCESS

It is the responsibility of the Business Services Department to present maintenance proposals to Major Account Maintenance customers as part of the maintenance process. The current version of MICROS Maintenance Terms & Conditions can be located at URL <http://www.micros.com/ServicesAndSupport/MaintenanceTermsAndConditions/>. In the event a customer has any questions regarding the Agreement, they should direct these questions to their SAE, who will act as the intermediary in resolving the issues by communicating with the appropriate MICROS Business Unit. The SAE, if necessary, will facilitate the process between MICROS and the Customer. The MICROS Business Services Department becomes involved when there are business questions related to the service delivery process.

All MICROS Customers should contact their SAE to receive the Major Account Maintenance Agreement and pricing. MICROS employees can go to the O:/Legal drive to find the Web based version of the MICROS Maintenance Terms & Conditions and Exhibit I.

File Name

Web-Maint-10-09 FINAL
2010 Exhibit I 09-28-2009 PP
DEPOT-MAINT-10-09 FINAL
Spare-in-Air-DEPOT-Maint-10-09 FINAL

Use

Current Web Based Maintenance Agreement Terms & Conditions
Current Exhibit I Pricing Schedule
Current Local Depot Maintenance Addendum
Current Spare-In-Air Depot Maintenance Addendum

CENTRAL DISPATCH

Central Dispatch services are included in the standard Hardware maintenance rates paid by a customer. Central Dispatch is also included as part of the MICROS Major Account warranty. However, on the Exhibit I price schedule, you will notice Central Dispatch priced as a separate item. Central Dispatch must be charged separately for the following scenario:

- The MICROS Support Center is providing Help Desk services for MICROS software products on non-MICROS hardware. A Major Account customer wishes MICROS to provide Help Desk on the MICROS software products and Dispatch services to a third party on the non-MICROS hardware items. This is the only scenario when we would charge for Central Dispatch. In addition, this service provides for dispatch to the third party service agent and case closure when a return call is received from the third party service agent. There is no follow-up or escalation in this service, as the service relationship is between the customer and the third party service vendor.

NOTE: MICROS will not dispatch calls to MICROS Service Agents unless the customer has a current, paid Maintenance Services Agreement for their hardware. This means any customer who chooses to remain Time and Materials on their hardware will have to call their local service agent directly for on-site hardware service.

GENERAL HARDWARE

Customers who make the decision not to purchase MICROS service on their hardware products should be aware of the different expectations they should have in regards to spare parts availability and response times. It must be stated that all Time & Materials customers shall receive a “reasonable efforts” response with no consideration given for the priority of the call (unless P-1) or the zone of the site. Additionally, Time & Materials customers should be aware that our MICROS Service Agents normally stock enough spare parts for contract customers based upon specific sparing formulas. There may be instances of limited or no spare parts availability for Time & Materials customers. There may be instances when a Service Agent needs to place an order to secure parts, which could further delay necessary repairs. Finally, the Time and Materials rates for customers not covered by a Major Account Maintenance plan are set by each Service Agent independently.

HARDWARE MAINTENANCE PLANS

MICROS offers a number of standard hardware maintenance plans to satisfy its Customers. Each plan includes all parts and labor associated with maintaining the “Covered Products” in good working order during the contracted hours/days of coverage, excluding [Out-of-Scope](#) issues.

Services provided outside the Customer hours/days of coverage or outside of the scope of their maintenance plan may be chargeable to the Customer under the MICROS Out-Of-Scope Program provided the customer is a participant in that plan. MICROS Service Agents are responsible for delivering maintenance services in accordance with each plan, and under Terms and Conditions of the MICROS Major Account Maintenance Agreement.

All Hardware Maintenance Services include Central Dispatch from the MICROS Customer Support Center. This benefit provides the customer with one central 800 number to call for support. Customers can call 1-800-937-2211, 24 hours a day/seven days per week to request service. The MICROS Customer Support Center will create a case and record pertinent call information including entitlement and hours-of-coverage. After creating the case and attempting to triage call, the Customer Support Center will dispatch the call to the local MICROS Service Agent.

MAJOR ACCOUNT MAINTENANCE – ON-SITE MAINTENANCE

MICROS offers three different plans for customers choosing on-site coverage, Basic, Extended and 7 x 24. While these three plans offer different hours of coverage, the Response Times, Call Priorities, Zones and Repair Times are the same regardless of the plan chosen. Additionally, if contract customers have a problem outside their coverage hours, and wish to have service outside the contracted hours of coverage, they can request a Time & Materials response during these non-covered hours. The three standard contract hours of coverage are shown below:

Basic	Monday – Friday	9:00 AM until 5:00 PM, excluding Holidays
Extended	Monday – Sunday	9:00 AM until 10:00 PM, including Holidays
24 Hour	Monday – Sunday	24 Hours/Day, 365 Days/Year, including Holidays

[Holidays: New Years Day, Martin Luther King Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day](#)

Service Methodology - To perform repairs as quickly as possible, MICROS Service Agents may use one of two methods to repair products. They may repair the product on premises using applicable spare parts or they may choose to swap the device with a replacement of equal or better value, condition and configuration. In the event the Service Agent performs a swap of the unit, the removed unit becomes the property of the Service Agent as it will be repaired and placed back into their respective spare parts pool.

MAJOR ACCOUNT MAINTENANCE – DEPOT MAINTENANCE

Just as MICROS offers many different versions of the On-Site maintenance plans, we also offer two Depot Maintenance Plans. Depot Maintenance plans, which may require the customer to stock a percentage of the installed products as spares, are not as time sensitive as the on-site plans and thus, may not provide a same-day resolution to the product outage. Depending upon the Depot plan chosen, response can range from a repaired unit back from MICROS within 10 days after receipt or a spare arriving via common carrier on the next business day

Local Depot Coverage

Under the Local Depot coverage option, the Customer must purchase an initial stock of Spare Depot Products to back-up the MICROS products covered at each site under the Local Depot program. The Customer will replace the malfunctioning Local Depot product with a like product from their Spare Depot Stock and then contact the MICROS Customer Support Center to report the problem. The MICROS Customer Support Center will notify the assigned MICROS Service Agent of the imminent shipment of the defective product from the Customer. The Customer will ship the malfunctioning Local Depot Product, (freight prepaid, in its original shipping container), to the assigned MICROS Service Agent for repairs or replacement. Upon receipt of the Customer's malfunctioning product, the MICROS Service Agent will, at its discretion, either replace the malfunctioning product with a like new or refurbished product, or repair the malfunctioning product. Either will happen within five (5) business days of receipt of the failed product. In either case, the MICROS Service Agent will ship the repaired or replacement product back to Customer in such a manner to ensure its' arrival within five (5) business days of shipment.

If a Customer elects to purchase this option for certain MICROS products installed at a particular location, they must then purchase this option for all such products at that location. The Customer may not mix and match the types of maintenance coverage purchased for like MICROS products installed at the same location.

Spare-In-The-Air Depot Coverage

Under the Spare-In-The-Air Depot option, the Customer does not need to purchase spare products. If a product covered under this Depot plan malfunctions at any of the Customer locations, the Customer will place a call to the MICROS Support Center to request a spare product be shipped overnight to the customer location. MICROS will overnight express a replacement spare product to the site at MICROS' expense. The Customer's personnel at the specific location would de-install the malfunctioning product and install the replacement product with assistance from the Customer's Corporate Office. The Customer will then pack the equipment in the shipping container and ship the failed product back to our designated location via a call tag issued by MICROS. All products returned to MICROS are repaired and become the property of MICROS. The intent of this program is to provide same-day shipment of replacement products. To receive same-day shipping and next day delivery, requests must be made during the hours of Monday – Friday 8:00 a.m. – 6:00 p.m. For Saturday requests made before 11:00 a.m., shipments are delivered on Monday. Requests made after 11:00 a.m. on Saturday are treated as being received on Monday, and will ship on Monday, for Tuesday delivery. All times are shown in Eastern Standard Time.

If a Customer elects to purchase this option for certain MICROS products installed at a particular location, they must then purchase this option for all like products at that location. The Customer may not mix and match the types of maintenance coverage purchased for like MICROS products installed at the same location.

OPTIONAL SERVICE OFFERINGS

Preventative Maintenance

Preventative Maintenance Services are not included in the standard maintenance plans. If desired, MICROS customers can request a separate one-time Preventative Maintenance Inspection quote for their equipment.

Software Recovery Services

For Back Office computers, MICROS offers Hardware Maintenance and Software Recovery as two separate service products. If a Customer has opted to purchase both Back Office Hardware Maintenance and Software Recovery services, these services will be invoiced to the Customer under their maintenance plan.

MICROS' Customers may not purchase hardware coverage only for their Back Office computer. If they purchase hardware maintenance coverage on a Back Office computer, they must also purchase Software Recovery services. However, customers may purchase Software Recovery only in the event that they don't cover the Back Office Computer under a hardware maintenance plan.

Software Recovery services are defined as the "on-site" performance or assistance with the recovery or reloading of MICROS data file backups, application software, required operating systems, and/or Point-of-Sale databases. It includes reloading all software necessary to make the covered products operational again in the event of failure. Software Recovery service applies only to MICROS applications software, databases, and required operating systems, and does not apply to any other software product (unless otherwise directed by MICROS).

NOTE: Each Customer is responsible for the primary care and storage of their data file backups and application software diskettes/cartridges. MICROS and its Service Agents are not responsible in the event that the end-user fails to maintain current data file backups. In the event the customer doesn't have backup files, databases, O/Ss or MICROS software, the recovery may include additional expenses not included in the cost of the Software Recovery maintenance fees.

STANDARD MAINTENANCE GUIDELINES & PERFORMANCE CRITERIA

Under the MICROS Maintenance Account Maintenance Agreement, MICROS Service Agents are duty-bound to deliver maintenance services on Covered Products in accordance with the following response guidelines and performance criteria.

TELEPHONE RESPONSE

Once a request for service is received by the MICROS Support Center and the case is dispatched to a Service Agent, the Service Agent is required to contact the Covered Location by telephone within sixty (60) minutes of receipt of a service request from MICROS. The Service Agent will identify themselves as a MICROS Service Agent and inform the Customer that they have received a service request. The Service Agent should review the reported problem and establish an agreed estimated time of arrival (“ETA”).

ON-SITE RESPONSE

When a Service Agent is required to perform on-site maintenance on Covered Products under the MICROS Major Account Maintenance Agreement, they should make “reasonable efforts” to arrive at the Covered Location within the following “Response Time” Guidelines:

On-Site Response Time Guidelines			
By Call Priority Levels and Service Zones			
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
	<u>Response Hours</u>	<u>Response Hours</u>	<u>Response Hours</u>
Priority Level 1	3	4	6
Priority Level 2	4	6	8
Priority Level 3	8	12	16
Priority Level 4	12	16	24
Priority Level 5	N/A	N/A	N/A

Service Zones Definitions: There are no On-Site Response Time Guidelines for sites outside of Zone 3. All service outside of Zone 3 is provided on a “reasonable efforts” basis.

Zone 1: Covered Locations within a 30-mile radius of the MICROS Service Facility.

Zone 2: Covered Locations outside Zone 1 and within a 75-mile radius of the MICROS Service Facility.

Zone 3: Covered Locations outside Zone 2 and within a 125-mile radius of the MICROS Service Facility.

Zone 4: Covered Locations outside Zone 3 and within a 175-mile radius of the MICROS Service Facility.

Zone 5: Covered Locations outside Zone 4 and within a 225-mile radius of the MICROS Service Facility.

Zone 6: Covered Locations outside Zone 5 and within a 275-mile radius of the MICROS Service Facility.

Zone 7: Covered Locations outside Zone 6 and within a 325-mile radius of the MICROS Service Facility.

Zone 8: Covered Locations outside Zone 7 and within a 375-mile radius of the MICROS Service Facility.

Call Priorities Definitions:

Priority Level 1: Covered system completely non-operational

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

Priority Level 2: Partial covered system failure severely affecting customer operations

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

Priority Level 3: Partial system failure moderately affecting customer operations

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

Priority Level 4: System operational with minor difficulty

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

Priority Level 5: Scheduled services

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

“Response Time” is defined as the continuous elapsed time from the time of the MICROS request for on-site services (dispatch), to the arrival time of Service Agent at the Covered Location, excluding any elapsed time taking place outside of the contracted coverage hours. If the On-Site Response Time compliance would require repair after the contracted maintenance period, the Customer shall have the option of receiving service within the Response Time guidelines on the following contracted day, or they may request Out-of-Scope Services.

MICROS acknowledges that a Customer may request an Estimated Time-of-Arrival (“ETA”) that is minimally intrusive to its operation or that is outside the guaranteed Response Times Guidelines. In any such event, MICROS will attempt to comply with the Customer’s wishes. If a Customer requested ETA is outside the guaranteed Response Times Guidelines defined herein, MICROS will disregard that service call when calculating the compliance of On-Site Response.

RESPONSE TIME FOR CUSTOMER LOCATIONS OUTSIDE ZONE 3:

Due to the drive time involved in providing on-site maintenance to customers past Zone 3 (greater than 125 miles), there are no specific Response Time Guidelines for maintenance Customers located past Zone 3. Therefore, [Basic maintenance coverage](#) is not available to these sites. In addition to limited maintenance coverage availability, all sites outside Zone 3 will have a “reasonable efforts” response.

IVR SYSTEM

MICROS makes an Interactive Voice Response (“IVR”) system available to our Service Agents to facilitate the case management process. MICROS Service Agents are required to update cases via an “800” number to provide real-time case updates. Case updates should be completed after providing the ETA, arriving on-site and after the call has been completed.

MICROS MAJOR ACCOUNT MAINTENANCE PROFILES

MICROS maintains Maintenance Profiles of our Major Account customers in order to familiarize MICROS Service Agents with the specific details of Maintenance Plans for each respective Major Account customer. These profiles are made available to our service agents so they may be cognizant of the service expectations for each customer. A Standard MICROS Major Account Maintenance Profile is shown below for reference. For MICROS employees and

MICROS Service Agents, Major Account Maintenance Profiles can be found in PDF format on the MICROS Web Site at:

http://www.micros.com/members/operations/msa_profiles/

**MICROS SYSTEMS, INC.
MICROS MAJOR ACCOUNT MAINTENANCE PROFILE**

Revision Date: 01/01/10

1) Hours of Coverage:

Extended Coverage: 9:00 AM - 10:00 PM, Monday - Sunday, With Holidays

For the purposes of this agreement, holidays are defined as follows: New Year's Day (January 1st), Martin Luther King's Birthday (The 3rd Monday in January), Memorial Day (Last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), Christmas Eve (December 24th), Christmas Day (December 25th).

2) Out-Of-Scope Services Invoicing Program:

All "XXXX" sites are covered under the Out-Of-Scope Program.

*****Services Provided Effective 7/1/2009*****

Out-of-scope service charges for parts/products covered under a MICROS warranty or maintenance plan, shall not exceed the below listed rates as defined in the MICROS PMA (PMA01-635Revised) announcing the REVISED Out-Of-Scope Services Invoicing Program:

Hourly Service Rates

8:00AM - 5:00PM Monday - Friday *See Account Manager*
After Hours, Weekends and Holidays *See Account Manager*

All Out-of-Scope charges shall be assessed on a "portal-to-portal" basis and shall include a two-hour (2) minimum charge for each applicable out-of-scope service call. Additional charges for mileage/zones are not allowed under this program as the mileage/zone expense for travel is covered in the hourly rate.

All MICROS Parts and Products – MSRP minus 15%

Note: These items may be replaced with either a new, repaired, or refurbished part/product at the local service agent's discretion.

3) Help Desk Support:

The Customer can purchase Help Desk Support for "toll free" general technical and operational guidance 24 hours a day, 365 days a year, including holidays. This support will include technical and operational advisement and guidance to aid customer personnel in performing initial diagnosis and repair of technical and operational difficulties with Covered Products.

4) Service Call Dispatch:

The MICROS Customer Support Center will, if necessary, dispatch to the appropriate MICROS Service Agent. MICROS Service Agents can contact the MICROS Customer Support Center at 1-800-937-2211 for assistance or additional information regarding the service call.

5) Callback Guidelines:

MICROS Service Agents will contact the "XXXX" Store Manager requiring on-site service by telephone and provide an ETA within 60 minutes of receiving the call from the MICROS Customer Support Center.

6) Zones of Coverage:

Zone 1: Covered Locations within a 30-mile radius of the MICROS Service Facility.

Zone 2: Covered Locations outside Zone 1 and within a 75-mile radius of the MICROS Service Facility.

Zone 3: Covered Locations outside Zone 2 and within a 125-mile radius of the MICROS Service Facility.

Zone 4: Covered Locations outside Zone 3 and within a 175-mile radius of the MICROS Service Facility.

Zone 5: Covered Locations outside Zone 4 and within a 225-mile radius of the MICROS Service Facility.

Zone 6: Covered Locations outside Zone 5 and within a 275-mile radius of the MICROS Service Facility.

Zone 7: Covered Locations outside Zone 6 and within a 325-mile radius of the MICROS Service Facility.

Zone 8: Covered Locations outside Zone 7 and within a 375-mile radius of the MICROS Service Facility.

7) Response Time Guidelines:

In the event a MICROS Service Representative's presence is required to perform maintenance on Covered Products, Service Representatives shall exercise reasonable efforts to arrive at the Customer site on or within the following "Response Time" guidelines:

	Zone 1	Zone 2	Zone 3
	<u>Response (Hours)</u>	<u>Response (Hours)</u>	<u>Response (Hours)</u>
Priority Level 1:	3	4	6
Priority Level 2:	4	6	8
Priority Level 3:	8	12	16
Priority Level 4:	12	16	24
Priority Level 5:	N/A	N/A	N/A

Call Priority Levels are defined as shown below:

Priority Level 1: Covered system completely non-operational

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

Priority Level 2: Partial covered system failure severely affecting customer operations

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

Priority Level 3: Partial system failure moderately affecting customer operations

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

Priority Level 4: System operational with minor difficulty

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

Priority Level 5: Scheduled services

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

"Response Time" is defined as the continuous elapsed time from the time of the MICROS request for on-site services, to the arrival time of Service Agent at the Covered Location, excluding any elapsed time taking place outside of the contracted coverage hours. If the On-Site Response Time compliance would require repair after the contracted maintenance period, the Customer shall have the option of receiving service within the Response Time guidelines on the following contracted day, or they may request Out-of-Scope Services.

8) Resolution Times:

In the event a MICROS Service Agent's presence is required to perform maintenance on Covered Products, Service Agents shall exercise their "reasonable efforts" to resolve the problem on or within 4 hours after arriving at a "XXXX" Store, within the above Response Time Guidelines.

9) On-Site Communications:

The technician must talk to the Manager On-Duty when arriving on-site to get a complete description of the problem, and again before leaving the location to be sure the Manager knows the problem has been corrected and they site does not have any additional service needs. The technician must also close the service call with the MICROS Customer Support Center immediately after the service is completed

10) Emergency Service:

MICROS Service Representatives will exercise their best efforts to provide maintenance services in emergency situations outside the contracted Hours of Coverage. Such maintenance services will be provided by MICROS Service Representatives at their prevailing hourly rates, which shall not exceed the contracted Prevailing Hourly Rates outlined below.

11) Maximum Hourly Travel & Labor Rates:

8:00AM - 5:00PM Monday - Friday *See Account Manager*
After Hours, Weekends and Holidays *See Account Manager*

All Out-of-Scope charges shall be assessed on a "portal-to-portal" basis and shall include a two-hour (2) minimum charge for each applicable out-of-scope service call. Additional charges for mileage/zones are not allowed under this program as the mileage/zone expense for travel is covered in the hourly rate.

12) Personal Computer "PC" Services:

For Customers who have a Personal Computer as part of their system and have purchased additional PC Services, MICROS Service Representatives will perform the following:

PC SOFTWARE RECOVERY SERVICES - MICROS Service Representatives will perform or assist, as the case may be, with the recovery or reloading of MICROS data file backups, applications software, or POS databases as necessary to make the Covered Products operational. PC Software Recovery Services apply only to MICROS Applications software and databases and not to any other software products.

Customer understands and agrees that PC Software Recovery Services are an integral part of this Agreement and are therefore mandatory for any PC at any Customer location covered under this Agreement at which any MICROS software products are in use. MICROS, at its sole discretion, may refuse to provide services under this Agreement if Customer fails to purchase PC Software Recovery Services for any such PCs. Customer is responsible for primary care and storage of data file backup and application software diskettes and cartridges. MICROS and its Service Agents are not responsible in the event that Customer fails to maintain current data file backups. In no event shall MICROS or its Service Agents be held liable for incidental, consequential, indirect or special damages resulting directly or indirectly from PC Software Recovery Services provided hereunder.

PC HARDWARE MAINTENANCE - The Customer has the option of purchasing PC Hardware Maintenance. As per the terms and conditions set forth herein, MICROS Service Agents shall provide Customer with the necessary maintenance services to maintain the PC hardware in the same good working order as it shall be on the

commencement date of this Agreement. Customer understands and agrees that MICROS shall not be responsible or liable in any way, including but not limited to any consequential, incidental, indirect or special damages, for any PC HARDWARE MAINTENANCE services provided by MICROS or its Service Agents to Customer resulting in any way from PC HARDWARE MAINTENANCE purchased from and/or provided by a source other than MICROS.

13) Other Maintenance Services:

Maintenance services requested by the Customer for Products not listed in the Maintenance Agreement and on MICROS Maintenance Invoices shall be provided on a "reasonable efforts" basis by MICROS Service Representatives at their prevailing hourly rates, which shall not exceed the Maximum Hourly Travel & Labor Rates as defined above. Spare Parts for Products not listed in the Maintenance Agreement and on MICROS Maintenance Invoices will be charged to the Customer at the MICROS Service Representative's then current price.

14) Exclusions From Coverage:

The maintenance services provided under the Major Account Maintenance Agreement do not include labor or parts for repairs made necessary by damage from any cause beyond the control of MICROS, including, but not limited to:

- Damage due to fire, wind, water, storm, riot, vandalism, war, act of God, burglary, power line fluctuations (increase or decrease), accident, negligence or abuse not attributable to MICROS or MICROS Service Representatives.
- Repair or damage as a result of servicing by personnel other than MICROS, or its service representatives.
- Repair or damage resulting from the failure of Customer to render routine attention to covered products as defined herein.
- Damage to printer-heads or motors resulting from (A) the presence of foreign objects between the printer-head and the print surface or (B) any other cause other than normal wear and tear.

Any repair resulting from excluded causes or events will be performed only at the Customer's request and only after the Customer's manager on-duty has approved the estimated costs to repair submitted by a MICROS Service Agent.

15) Programming Services:

Charges for the development and implementation of program modifications are not included in the Maintenance Agreement and are chargeable at the Maximum Hourly Travel & Labor Rates defined herein.

16) Parts and Supplies:

MICROS Service Agents will furnish all tools, test equipment and parts necessary for the maintenance of all Covered Products. Parts removed, as part of a "repair by replacement" process, become the property of the MICROS Service Agent. Excluded from parts which will be supplied at no charge are, ribbons, key-tops, paper, logos, keys to any locks, cash tills, lids, coin trays and light bulbs. Such parts or supplies will be sold to "XXXX" at the MICROS Service Agents then current price.

17) Obligations of the Customer:

- Will not make any alterations or attachments to the Covered Products without prior consent of MICROS or the MICROS Service Agent.
- Will provide environmental, installation and operational conditions in accordance with MICROS requirements. In particular, the AC power lines for the covered equipment must be dedicated, isolated and insulated lines that conform to MICROS factory specifications.
- Will provide full and immediate access to the Covered Products for MICROS Service Representatives. If a MICROS Service Agent is required to wait more than fifteen (15) minutes for access to Covered Products, the Customer will be billed for such excess waiting time at the Maximum Hourly Travel & Labor Rates defined herein.

- Will properly render routine attention to the Covered Products. Routine attention shall include but is not limited to the following:

Use of paper, ribbons, magnetic cards, and magnetic storage media, which meet or exceed MICROS and/or manufacturer specifications.

Periodic cleaning of Equipment Cabinets with a non-abrasive and non-corrosive cleaner applied to a damp cloth.

Maintaining at least three (3) inches of unrestricted space around each Covered Product to provide for proper air circulation.

Keeping all Covered Products free from harmful materials.

18) Conduct on the Premises:

MICROS and their Service Agents shall at all times conduct themselves in a manner consistent with the standards, quality and image of the Customer's premises and shall not do or permit an act on the premises or adjacent thereto which is unlawful, improper, offensive or which may cause annoyance to the guests or patrons of the Customer, or to bring the Customer's operations into disrepute.

Out-Of-Scope Services

Historically, MICROS's Maintenance and Warranty Plans have excluded services resulting from specified causes (i.e., services outside the customer's selected coverage hours, accident, abuse, vandalism, etc.). These are standard exclusions from coverage and are not unusual for our industry.

MICROS' former policy with respect to invoicing Major Account Customers for these events was to have the Service Agent invoice the customer directly at their prevailing Time and Material ("T&M") rates. This policy was changed to meet customer requirements of consistent rates and terms, as well as fairness and accuracy. Customers are accustomed to this service from their experience from other Point-of-Sale (POS) vendors.

Under the Out-of-Scope Services Program, MICROS takes an active role in the service invoicing process for MICROS Major Accounts under Major Account Warranty or Maintenance Plans. MICROS has instructed all affected authorized Servicing Agents to invoice MICROS directly for any customer approved billable services, utilizing pre-determined rates.

STANDARD RATES FOR OUT-OF-SCOPE SERVICES

The following rates are the rates our Service Agents will use in all written estimates, Field Service Reports ("FSRs") and service invoices submitted to MICROS for out-of-scope services under this program:

Standard End-User Hourly Travel & Labor Rates

8:00 AM - 5:00 PM
Monday – Friday
**See Account Manager
(Rate 1)**

After Hours,
Weekends and Holidays
**See Account Manager
(Rate 2)**

These rates shall be assessed on a "portal-to-portal" basis, and shall include a two (2) hour minimum charge per service call. The two-hour minimum can include a combination of travel and labor. Additional charges for mileage/zones are not allowed under this program. Mileage/zone expenses are covered in the hourly rate for travel.

Standard End User Materials Rates

Current MICROS material retail rates minus 15% shall be charged to the customer and shall apply to all MICROS parts/products. MICROS shall have the right to replace an item with new, repaired, or refurbished parts at the local service representative's discretion.

Sales Taxes

Applicable sales taxes should be excluded from written estimates and Field Service Reports. Taxes should be noted as additional charges.

Applicable sales taxes (computed on all taxable amounts) will be included on service invoices submitted to MICROS by the Service Agent, except in selected jurisdictions where MICROS is responsible for sales tax. In most jurisdictions, however, Service Agents will be responsible for remittance of sales taxes to the relevant taxing authorities.

MICROS will pass through all applicable sales taxes to the End User and include them in Service Agent payments (if applicable) for services under this program. Service Agents will be responsible for full and complete remittance of sales taxes to all applicable taxing authorities, except in selected jurisdictions where MICROS is responsible for sales tax.

Applicable Out-Of-Scope Services

Except as otherwise stated by MICROS, the following are standard exclusions from MICROS' maintenance coverage, and are approved causes for out-of-scope services under this program:

Days-of-Coverage

With the exception of the [MICROS Basic Coverage](#), all MICROS maintenance plans provide coverage 365 days per year. The Basic Maintenance Plan excludes weekends and the following designated holidays:

- New Year's Day (January 1st)
- Martin Luther King's Birthday (3rd Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve (24th day of December)
- Christmas Day (25th day of December)

Services Requested Outside the Contracted Hours of Coverage

This includes any time outside the contracted coverage hours, except time made necessary by the failure of the Service Agent to deliver such services during the End-User's contracted coverage hours. A one (1) hour grace period will be extended after contracted coverage hours to End-Users who place a service request during their contracted coverage hours.

Exclusions from MICROS Maintenance Coverage

- Labor or parts for repairs made necessary by damage from any cause beyond the control of MICROS or its Service Agents. This includes, but is not limited to, damage due to fire, wind, water, storm, riot, vandalism, war, act of God, burglary, power line fluctuations outside of specified norms, accident, gross negligence, or abuse not attributable to MICROS or MICROS Service Agents.
- Repair or damage as a result of servicing by personnel other than MICROS or its Service Agent.
- Repair or damage resulting from the failure of the End User to render routine attention to covered products as defined herein.
- Damage to printer-heads or motors resulting from (A) the presence of foreign objects between the printer-head and the print surface or (B) any other cause other than normal wear and tear.

Any repair resulting from excluded causes or events will be performed only at the End User's request, and only after the end user's manager-on-duty has approved the estimated repair costs submitted by a MICROS Service Agent.

If there is any doubt of the cause of the requested services, or it cannot be substantiated that such services are the result of one of the exclusions defined herein, the end user must be given the benefit of the doubt and the Service Agent should levy no charges. A Service Agent must always show the end user's manager-on-duty the product suspected as having been damaged by one of the causes stated above prior to invoicing.

Damage due to spillage will usually leave a stain on the affected boards. Lightning or over-voltage damage will normally produce burned components or tracks on boards. The Service Contractor must substantiate any claims

such as water/spillage damage, lightning, or tampering with hard evidence. MICROS will not pay for any Out-of-Scope services that cannot be substantiated.

Routine Attention

The customer is responsible to properly render routine attention to the covered products. Routine attention will include the use of paper, ribbons, magnetic cards, and magnetic disc media, which should meet or exceed the manufacturer's specifications. A periodic cleaning of equipment cabinets with a non-abrasive and non-corrosive cleaner should be performed. At least three inches of unrestricted space must be maintained around covered products to provide for proper air circulation to keep all covered products free from harmful foreign materials

Equipment Relocation

The standard MICROS Major Account Maintenance Agreement covers maintenance services performed at specified locations. It does not include charges associated with relocation or reinstallation of covered products after the initial installation. Customer requests to relocate equipment within a particular site or to another site are chargeable at the rates shown herein. **MICROS must be promptly advised of the relocation of any product(s) to update its records.**

Environment

The customer is responsible for providing environmental, installation and operational conditions in accordance with MICROS' published site preparation requirements. Services resulting from improper site preparation are chargeable.

Modifications

The customer is prohibited from making any alterations or attachments to the covered products (other than cosmetic attachments, i.e., advertisements) without prior written consent by MICROS. Services caused by unauthorized product modifications are chargeable at the rates shown herein.

Access to Covered Products

Customers requesting service under the MICROS Major Account Maintenance Agreement are responsible for providing MICROS Servicing Agents full and immediate access to the products during the contracted maintenance hours. If a MICROS Service Agent is required to wait more than 15 minutes for access to covered products or is completely denied access to provide the service during the call, the customer may be billed by the MICROS Servicing Agent at the rates shown herein. In the case where the Servicing Agent was denied access, which would require them to return at another time, the Servicing Agent shall charge a two-hour (2) minimum.

Programming

Charges for the development and implementation of program or database modifications are not included in the standard MICROS Major Account Maintenance Agreement. The MICROS Implementation Department quotes programming services for MICROS Major Accounts on an individual case-by-case basis. However, for smaller programming tasks where it is more practical to deploy the local Servicing Agents' programmer (tasks under \$1000) the customer may work directly with the local Servicing Agent to perform these services. In such cases, the programming services will be invoiced under the Out-of-Scope program at the rates shown below:

8:00am – 5:00pm Monday – Friday
See Account Manager (Rate 3)

These rates will be addressed on a "portal-to-portal" basis, and will include a two (2) hour minimum charge per service call. The two-hour minimum can include both travel and labor. Charges assessed after the two-hour minimum should be billed in 15-minute increments. Additional charges for mileage and zones are not allowed under this program. Mileage/zone expenses are covered in the hourly rate for travel. MICROS reserves the right to change these rates with

30 days notice to the customer. Finally, all programming must be scheduled and completed during normal business hours.

If Programming services are expected to exceed \$1,000, please notify the MICROS Customer Support Center immediately at 1-800-937-2211. The MICROS Customer Support Center will escalate the request to the appropriate MICROS contact person.

Programming/Database modifications should not be confused with Software Recovery services. Software Recovery services are defined as the on-site performance or assistance with the recovery or reloading of MICROS data file backups, applications software, required operating systems, and/or Point-of-Sale databases as necessary to make the covered products operational again in the event of failure.

Software recovery services apply only to MICROS applications software, databases, and required operating systems, and not to any other software products (unless otherwise directed by MICROS). For MICROS Point-of-Sale terminals or System Units, software recovery services are included with the annual maintenance agreement fees and commissions. For personal computers (PCs), MICROS offers both hardware service and software recovery service as two separate service products. If the customer has opted to purchase both PC hardware and software recovery services, then recovery services are covered. If in doubt as to the specific coverage that has been purchased by the customer, please contact the MICROS Customer Support Center.

The customer is responsible for primary care and storage of data file backup and application software diskettes and cartridges. MICROS and its Servicing Agents are not responsible in the event that the customer fails to maintain current data file backups.

Training/Retraining

Charges for customer training are not included in the standard MICROS Major Account Maintenance Agreement. The MICROS Implementation Department usually quotes training services for MICROS Major Accounts on an individual task or project basis. However, for smaller training tasks where it is more practical to deploy the local Servicing Agents' trainer the customer may work directly with the local Servicing Agent to perform these services. In such cases, the training services will be invoiced under the Out-of-Scope program if the customer is enrolled in this program. For training services estimates that exceed \$1,000, please contact the MICROS Customer Support Center.

Spare Parts, Supplies & Programs

All MICROS Service Agents are required to establish and maintain a sufficient inventory of spare parts, products, and materials necessary to meet the specified performance requirements and to keep all covered products in good working order and condition. Service Agents must invest both time and money to ensure that the necessary parts and materials are available when needed. Most service organizations have a dedicated or shared logistics resource responsible for stocking and replenishing spare parts and products, issuing spare parts and products to Field Service Engineers, controlling and tracking inventory, facilitating internal and external repairs, etc.

To assist MICROS Service Agents in determining and maintaining the proper quantity of spare parts and products, MICROS has developed the guidelines and programs described below:

SPARE PARTS & PRODUCTS STOCKING GUIDELINES

MICROS has developed and provided each Service Agent with a Spare Parts and Products Stocking Guideline to assist them in determining the proper stocking levels needed to deliver same-day response/resolution and meet the required performance levels. Sparing ratios are based upon anticipated Mean Time Between Failure (“MTBF”), estimated Time to Repair, equipment population and other factors. These spare parts guidelines provide the part numbers, descriptions, and sparing ratios for both whole units and Field Replaceable Units (“FRU”). Service Agents can use this tool to calculate the correct number of whole unit spares by entering their field populations. The guidelines will also calculate the necessary associated FRUs.

CONSUMABLES & SUPPLIES

Each Service Agent is required to maintain an adequate supply of consumable and supply products which include cables or cable assemblies, cable ties, keys, fuses, connectors/jacks, key switches, casework, paper, ribbons, uninterruptible power supplies, power conditioners, etc. To assist Service Agents in determining and maintaining the proper stocking levels of consumables and spare products, MICROS has also developed stocking guidelines for these items.

Additionally, MICROS offers a full range of supplies, peripherals and essential hardware items to support your MICROS system. MICROS sells the recommended paper, ribbons and accessories that are in stock and ready for same day shipment. To order call 1-877-767-4400 or check us out on the web at www.posdepot.com. To inquire or place a bulk order, email pcelli@micros.com. Supplies, peripherals and hardware items are also available from authorized dealers.

BAILMENT PROGRAM

The MICROS Bailment Program is intended to provide our Service Agents with spare parts or products in the event MICROS chooses to support an item that is supported on a Regional basis, or is Customer specific. In these cases, MICROS will source the items and provide whole unit spares or parts to our Service Agents.

MICROS SERVICE PLANNING

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