

Standard Terms & Conditions (Specific for PCSPOS)

1. Implied Inclusion

By signing the acceptance of PCS' sales quotation or agreement, the Customer shall be deemed to have accepted and agreed with Standard Terms & Conditions (Specific for PCSPOS) in its entirety hereinafter.

2. Software License

In return for payment of a one-time fee and/or a periodic and re-current subscription fee, PCS accordingly grants the Customer license to use its software products subject to their respective software licensing scheme. Granting of this license shall not transfer any right, title, or interest in the software products to the Customer, and Customer is on notice that the software products are protected under the copyright laws. Subject to change without prior notice, the existing software licensing schemes are as follows:

a. Machine base software licensing scheme:

PCSPOS iTouch, PCSPOS iTouch Lite, and PCSPOS iKiosk software are licensed by each respective POS machine with unlimited users, i.e.: its use is limited to a particular POS machine by unlimited number of users.

PCSPOS iOrder Station, PCSPOS iOrder Mobile, and PCSPOS iMenu software are licensed by each respective ORDER machine with unlimited users, i.e.: its use is limited to a particular ORDER machine by unlimited number of users.

PCSPOS Pump Controller software is licensed by each such CUSTOM machine with unlimited users, i.e.: its use is limited to a particular CUSTOM machine by unlimited number of users. Number of third party fueling pumps can be controlled by each such CUSTOM machine subject to operational latency tolerance of CUSTOMER and constraints by the third party fueling pumps beyond the control of PCS and nothing to do with the software licensing scheme of PCS.

b. Named User software licensing scheme:

PCSPOS iHQ Cloud suite of software is licensed by each Named User on each client PC/Tablet machine at a time, i.e.: its use is limited to a particular Named User on one client PC/Tablet machine at a time and the number of client PC/Table machines is unlimited.

3. Software Warranty

PCS warrants that, when correctly installed and used on a POS machine or ORDER machine or CUSTOM machine or client PC/Tablet machine or computer server for its respective software product and with the respective operating system set out in the sales quotation or agreement, PCS' respective software product on the date of delivery, materially complies with its intended application as per set out in the sales quotation or agreement and its then prevailing standard specifications.

This limited software warranty shall not apply in the event that:

- a. PCS' respective software product is used other than in accordance with its intended application as per set out in the sales quotation or agreement;
- b. PCS' respective software product is altered, modified or converted by any party other than PCS;
- c. any software program used with PCS' respective software product generates erroneous data which results in PCS' respective software product or a part thereof not functioning properly; or
- d. a malfunction in the Customer's equipment results in PCS' respective software product or a part thereof not functioning.

The Customer acknowledges that the operation of any software product including all those supplied by PCS may not always be completely error free and without interruption. Accordingly, the Customer agrees to implement data backup and verification measures in accordance with best industry practice.

4. Hardware Warranty

All new hardware supplied by PCS are warranted against manufacturer's defects within one year from date of delivery, excluding consumable items such as cartridges, paper rolls, fuses, re-chargeable batteries and etc. Specific terms and conditions by respective manufacturer if any shall apply.

Standard Terms & Conditions (Specific for PCSPOS)

5. Methodology of Implementation Service

PCS' implementation methodology emphasizes a team activity with active involvements from key operational users of the Customer in simulating and testing all possible and realistic business scenarios in Conference Room Pilot to achieve success when going live. The implementation team shall include an assigned Project Manager and all identified Key Users from the Customer, and an Implementation Consultant from PCS or any of its authorized implementation business partners. The success of the implementation service heavily depends on teamwork, commitment, coordination and cooperation of all members and the project shall only go live upon the signing of the User Acceptance Test by each representative of both parties.

6. Conference Room Pilot

The Customer shall have to provide a room in its office premises for the staging of the Conference Room Pilot and starts subscribing for an Internet broadband connection for its head office and the necessary PCSPOS iHQ Cloud Instance identified by PCS or its authorized implementation business partner as required for the implementation service to begin and proceed.

7. Acceptance of Implementation Service

In compliance with Clause 5, if the Customer has not undertaken the signing of the User Acceptance Test within one calendar month after the implementation service has been completed and signed off by PCS or its authorized implementation business partner, the Customer shall be deemed to have approved the User Acceptance Test.

8. Assignment

The Customer shall not without the prior written consent of PCS assigns the accepted and agreed sales quotation or agreement complete with its standard terms & conditions or any part thereof to any other party but save shall be for PCS to assign them to any of its authorized implementation business partners.

9. Internet Connectivity

PCSPOS iSeries or PCSPOS iSeries NX is an Internet based solution. Customer is required to subscribe for an Internet connection for every one of its retail outlets where one or more POS machines (PCSPOS iTouch and/or PCSPOS iTouch Lite and/or PCSPOS iKiosk) and ORDER machines (PCSPOS iOrder Station and/or PCSPOS iOrder Mobile and/or PCSPOS iMenu) are installed. The recommended Internet bandwidth at each retail outlet should be at least 512Kbps for both download and upload with preference on the type for unlimited usage for economical reason. No Static IP address is required thus Internet connection with dynamic IP would suffice. If the Customer is opting for ADSL type of Internet broadband connection, the phone line for the ADSL Internet shall have no hunting or parallel telephone line.

The Customer is also required to have an Internet connection to access to its subscribed PCSPOS iHQ Cloud suite of software on its particular PCSPOS iHQ Cloud Instance.

10. Quality of Service

To the best of effort, PCS and/or its business partner will provide an uninterrupted service to the Customer, though this is NOT guaranteed. PCS shall not be responsible and/or liable for any direct or indirect damages a service interruption may cause to the Customer even if PCS and/or its business partner have been advised of the possibility that such damages can occur.

11. Minimum Contract Period

The Customer agrees to subscribe for the respective PCSPOS iHQ Cloud Instance for the Minimum Contract Period and shall agree not to terminate within the Minimum Contract Period without acceptable valid reason. And irrespective of the reason, if the Minimum Contract Period is terminated by the Customer prior to its expiry, the Customer shall be fully liable to pay immediately all the remaining charges up to the end of the relevant Minimum Contract Period.

12. Hardware

All hardware quoted by PCS may be replaced or substituted with an equivalent model(s) at PCS discretion.

Standard Terms & Conditions (Specific for PCSPOS)

In the event that the Customer wishes to salvage or purchase its own hardware/peripherals, PCS shall not guarantee the overall performance of the system as the quality and speed of the hardware/peripherals do make an impact on PCS' software performance.

13. Payment

The Customer shall pay the invoiced amount by the due date notwithstanding any dispute on the charges billed. PCS will conduct a review on the dispute and if found merit, PCS shall refund to the Customer any excess amount paid accordingly.

PCS shall pro-rate the monthly PCSPOS iHQ Cloud Instance subscription(s) for the first month and the subsequent months shall be billed either monthly/bimonthly/quarterly in advance on the first day of the respective month.

PCS shall under no obligation to furnish continued service if any monies payable by the Customer are not settled in full when they fall due.

14. Limited Liabilities

No software product can be proclaimed "Bugs-free". PCS shall not be liable for any software bugs or program malfunction that may result in but not limited to the loss of data, profits or opportunity costs suffered directly or indirectly due to the failure of the software even if PCS has been advised of the possibility that such damages can occur.

PCS shall not be held responsible and/or liable by the Customer for data retrieved, stored or transmitted through the Service.

15. Excuse of Performance

PCS shall not in any way be held responsible and/or liable for any delay, failure or negligence in the performance of any part of this agreement to the extent that such delay or failure to perform is caused by fire, flood, earthquake, war, strike, embargo, governmental or statutory requirements or by-law, act of God or the delay of some other third party beyond the control of PCS or any other causes beyond the reasonable control of PCS, its employees or agents (including its consultants) whether or not similar to the foregoing.

16. Costs Exclusions

All software quoted do not include customization fee unless specified. Any customization of software shall be chargeable at the prevailing rate determined by PCS from time to time.

For outside Singapore's installation, Customer is responsible for airfare(s), hotel accommodation, meals allowances, transportation and any other incidental costs incurred by personnel of PCS or its authorized implementation business partner during the implementation.

17. Customer's Responsibilities

Customer shall ensure complete and proper installation of necessary Ethernet network infrastructure, power points, Internet connection, proper cashier counter and whatever else determined by PCS or its authorized implementation business partner for the retail outlet(s) and the head office of the Customer.

Customer shall be responsible to keep itself updated with the latest version of this document, the Standard Terms and Conditions (Specific for PCSPOS), which shall remain in full force and effect, as PCS may revise and update it at any time without prior notice and make it available on its website at www.pcspos.com.sg. Any aspect of the said website may be changed, supplemented, deleted or updated without prior notice at the sole discretion of PCS. CUSTOMER is deemed to have accepted any and all changes by continuing to use any of the hardware and/or software products of PCS specific for PCSPOS.

18. Standard Services and Charges

Standard Standby Service shall only apply when it is quoted in PCS' sales quotation or agreement without any specifically defined (customized) hours of coverage and is accepted by the Customer, Standard Non-standby Service and Standard Emergency Service shall apply whenever the Customer is outside its Hours of Coverage or having no Standby Service of any type by PCS.

Standard Terms & Conditions (Specific for PCSPOS)

- a. **Standard Standby Service (Applicable only within Hours of Coverage)**
Mon – Sun : 0830hrs to 2230hrs (Hours of Coverage)
(including Eve of and Public Holiday)
- b. **Standard Non-standby Service (Applicable outside Hours of Coverage or No Standby Service):**
Within office hours:-
Mon – Fri : 0830hrs to 1800hrs
Charges : \$90 per hour per job location (minimum 2 hour charges apply)
After office hours:-
Mon – Fri : 1801hrs to 2230hrs
Charges : \$140 per hour per job location (minimum 2 hour charges apply)
Sat – Sun : 0830hrs to 2230hrs
(including Eve of and Public Holiday)
Charges : \$190 per hour per job location (minimum 2 hour charges apply)
- c. **Standard Emergency Service (Applicable outside Hours of Coverage or No Standby Service):**
Mon – Sun : 2231hrs to 0829hrs
(including Eve of and Public Holiday)
Charges : \$360 per hour per job location (minimum 2 hour charges apply)

Note: Local Physical Support is only available where PCS and/or its authorized implementation business partner are present.

19. Response Time

PCS will respond to service call from the Customer's respective calling site (its retail outlet or head office) within 4 hours during the Hours of Coverage, and potentially longer than 4 hours and without obligation when outside Hours of Coverage or No Standby Service.

20. Transfer of Liability

The risk of the goods shall pass to the Customer when delivered to the Customer's premises or other agreed delivery point.

21. Ownership

The beneficial ownership shall remain with PCS until the full price of the goods has been received by PCS. Should PCS fail to receive the full price, PCS shall reserve the rights to take possession of the goods and all legal costs and other expenses incurred in enforcing PCS' rights shall be at Customer's expense.

22. Minimum Purchase Value

For purchase value below \$100, a transportation charge of \$40 per trip shall be levied by PCS.

23. Cancellation Fee

In the event that the Customer wishes to cancel the order after its order confirmation and before the signing of PCSPOS iHQ Cloud Instance Agreement, the Customer shall be fully liable for 50% of total purchase value. Cancellation shall not be possible after the signing of PCSPOS iHQ Cloud Instance Agreement.

24. Completion of Delivery and Installation

The delivery and installation shall have to be completed within 12 (twelve) calendar months from the date of the order confirmation by the Customer or other number of calendar months agreed in writing by both parties. Any balance of POS machines (PCSPOS iTouch and/or PCSPOS iTouch Lite and/or PCSPOS iKiosk) and ORDER machines (PCSPOS iOrder Station and/or PCSPOS iOrder Mobile and/or PCSPOS iMenu) and CUSTOM machine (PCSPOS Pump Controller) that are not yet designated by the Customer for installation at its retail outlets, shall be delivered to the head or administrative office of the Customer and deemed as delivered and installed by PCS, and the Customer shall have to pay fully the balance of payment billed by PCS.