

Bookstore Manager, Inc.

Licensing, Maintenance, and Warranty



RMS Platinum

RMS Gold

Quest®

Revised: Dec. 2018

1. Bookstore Manager® and Quest Licensing

Bookstore Manager® Retail Management Solutions® hereby grants to you, and you accept, a non-transferable license to use Bookstore Manager Software and/or Quest Interactive Solutions® and the computer program contents contained therein (collectively referred to as RMS and Quest). Neither RMS nor Quest may be transferred, re-licensed or sold to another party without the express written consent of Bookstore Manager, Inc.

User authorizes Bookstore Manager, Inc. to accept End User License Agreement (EULA) for any software installed by Bookstore Manager or its agents on systems supplied from our office including but not limited to Microsoft® and Adobe® products.

2. Bookstore Manager® Maintenance Fees

As an original purchaser of Bookstore Manager Software, you are eligible for and are currently enrolled in Bookstore Manager's software support, software upgrade, and database service. The cost for this service for each location is \$160.00/month (\$1,920.00/year) for those stores with 2 through 4 Users and \$180.00/month (\$2,160.00/year) for those stores with 5 or more Users. Single user systems (only one User) will bill at \$135.00/month (\$1,620.00/year). Stores receiving paper statements will incur an additional \$5.00/month.

This service currently includes the following:

Databases: Periodic updates to industry databases. **Note:** Because distributor databases are proprietary in nature, Bookstore Manager does not assume responsibility for their accuracy nor completeness. Also, because these databases are the property of the respective companies, they cannot be transferred to other applications without permission from the respective companies.

Software Upgrades: From time to time, Bookstore Manager makes enhancements and engineering changes to the programs currently being sold in the basic Bookstore Manager Software package.

Software Support: Stores on the Monthly Maintenance Plan are entitled to 1 hour/month of telephone support during regular support hours (M-F 8:00-6:00 Central Time excluding the following US holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). If for any reason, the store goes over their allotted telephone time of 1 hour/month, additional support time will be charged at a discounted rate of 1/3 off Bookstore Manager's normal hourly charges for stores not on the maintenance service (33.33% off of \$185/hour = \$120/hour). Additional phone support usage is calculated in increments of 15 minutes. Hardware support for equipment not purchased from Bookstore Manager is charged at a \$250.00/hour rate and is not included in the original hour. **Note:** There will be no time usage accrued if the cause of the call is determined to be due to a Bookstore Manager defect (bugs), faulty update disk, or equipment failure if the equipment has been purchased through Bookstore Manager within the previous 12 months.

NOTE TO SOFTWARE-ONLY USERS: Technical support is limited to Bookstore Manager's software only:

A Bookstore Manager screen or Bookstore Manager directories, or adding entries to the System Environment.

Broadcast Emails: Bookstore Manager will from time to time employ email to inform you of critical information, new products or services. Please "whitelist" both sales@bsmgr.com and support@bsmgr.com in your email program to make sure you receive our notices.

Optional Extended Support Services: This optional support service is available for \$180.00/year (\$15.00/month) for 30 minutes of **emergency** off hours support per month. An **emergency** is **defined** as your points-of-sale being down or not being able to burn discs from the Quest Burn System (QBS). If additional time is needed above the 30 minutes to get the points-of-sale running, there will be an additional flat fee of \$25.00 per incident. All other off hours support calls (stores not on the optional Extended Support Service or non-emergency calls), will be charged at \$180.00/hour in one hour increments.

The cellular phone number for off hours support is **(325) 669-2381**. Leave your phone number and a description of the problem you are having, and a technician will call you back. Off hours support is available on Saturdays and Sundays from 9:00 a.m. to 6:00 p.m. Central Time. Extended support is not available evenings (after 6:00 p.m. Central Time), or the following U.S. holidays: Thanksgiving Day, and Christmas Day.

Partial List of Items Not Included in the Monthly Maintenance Plan and Extended Support Service: Changes made to the Network configuration and/or hardware not authorized by *Bookstore Manager*. Please check with us before making these types of additions or changes to your system. This type of change adds to the risk of system failure or inconsistent performance. Examples of changes that will affect the network include but are not limited to: adding a sound card, changing hard drives, changing other internal drives, adding virus checking software or upgrading the operating system (like from Windows 7 to Windows 10). In addition, our maintenance plans don't cover reinstallation of the Network/Operating system when the Network/Operating system was not purchased from *Bookstore Manager*, troubleshooting or reinstallation of Network/Operating system caused by 3rd party products/programs installed on the server without prior authorization of *Bookstore Manager*, Support for 3rd party software packages such as payroll systems and word processors, hardware support for equipment not purchased through *Bookstore Manager Software* and front line Hardware support for equipment purchased through *Bookstore Manager Software* when the manufacture provides a help desk. For these type products the first level of support will come from the manufacturer.

General Ledger and Accounting Support: General Ledger questions (Charged at \$50.00 per incident).

Regular Support Hours: Monday – Friday, 8:00am - 6:00pm Central excluding the following U.S. holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Technical Support Rates: \$185.00/hour during regular support hours for users not enrolled in *Bookstore Manager's* Monthly Maintenance Plan. Off hours support available as described in Optional Extended Support Services.

Enhancements: For users who choose not to enroll in *Bookstore Manager's* Monthly Maintenance Plan, software enhancements may still be purchased. Individual version upgrades may be purchased at a rate of 30% of the current software price for the first version missed and 50% charge for two or more versions out of date.

Fee Summary:

Single User Store (one station) \$1,560.00/year	\$ 135.00/month
Multi-User Store (2 through 4 Users) \$1,920.00/year	\$ 160.00/month
Multi-User Store (5 or more Users) \$2,100.00/year	\$ 180.00/month
Additional statement fee for stores that opt to receive paper statements	\$ 5.00/month

Optional Fee Summary:

Credit Card Authorization Fee	\$ 12.00/month
Extended Hours Support - \$180/year	\$ 15.00/month
Quest Burn System - \$354.00/year (<i>No charge with RMS Monthly Maintenance Plan</i>)	\$ 29.50/month
Hardware Support	\$ 250.00 / hour

3. Bookstore Manager® Warranty

COMPUTERS – Bookstore Manager warrants computers built by and purchased from BSM to be free of defects and component failure for a period of three (3) years. The warranty period commences upon shipment from our facility. If any component fails due to normal use, Bookstore Manager will repair or replace the component or repair or replace the PC at our discretion.

Inclusions: Internal Hardware components are covered under this warranty and include: Power Supply, Motherboard, CPU, RAM (Memory), Video Card, Network Card, Sound Card, Internal Hard Drive, CD-ROM Drive, DVD-ROM Drive

Limitations: This warranty will be invalid if the computer has been abused, allowed to overheat, damaged (in transit or otherwise), exposed to the elements (including direct sunlight), altered or modified (replacement of components by means other than BSM directive), or otherwise used for purposes other than originally intended.

Exclusions: Operating Systems, peripherals, freight for replacement parts or units, freight to Bookstore Manager for units and parts. Note: Operating System OEM product warranties are for the expressed duration allowed by Microsoft®. Microsoft may require a new operating system license in the event of certain component failure (usually motherboards, but may not be limited to these parts). The Operating System is provided at the user's expense.

Freight and Shipping Charges: Before the expiration of 90 days after initial shipment, Bookstore Manager will pay shipping charges to and from original destination point for defective products. . After 90 days and before 12 months, you are responsible for freight from your location to Bookstore Manager. After 12 months, you are responsible for all freight.

Deductible: A \$50 deductible will be assessed on each warranty claim after the first 12 months.

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PERIPHERALS -- warranties are the expressed duration given by the manufacturers.

Receipt Printer: Manufacturer's warranty for Star 143 Receipt Printers are for 3 years and include a full replacement warranty. When the non-working printer is returned to Star, a new one is shipped to the user.

Other Peripherals: Monitors, UPS (Battery Backup), Surge Arrest Power Strip, External Modem, Laser Printer, Barcode Printer, Non Star 143 Receipt Printers, Cash Drawer, Customer Price Display Pole, Triggered Laser Gun, Cherry Keyboard, Decoders are subject to the specific manufacturer warranty and terms. Please review the warranty information included with each of these products.

YOUR RESPONSIBILITIES - UPON ARRIVAL, INSPECT YOUR EQUIPMENT *IMMEDIATELY!!!* Contact our Customer Support Department if you suspect a defective product. Defective peripherals (Dead-On-Arrival) may be returned to Bookstore Manager for replacement provided it is within the 15 days of receipt. After 15 days any defective product must be returned to the manufacturer by the store. **SAVE YOUR BOXES: FOR FULL CREDIT, ALL PRODUCTS MUST BE RETURNED IN ORIGINAL PACKAGING WITH ALL MANUALS, DISKS, AND CABLES. ALL RETURNS MUST DISPLAY A BOOKSTORE MANAGER RMA NUMBER ON THE SHIPPING LABEL OF ALL CARTONS. Failure to include the issued RMA number may cause your shipment to be returned to you.** Products must be registered directly with the manufacturer, if applicable. If no registration is required, invoice information will be required with return of defective merchandise.

LOANER PROGRAM – Certain peripherals such as monitors, receipt printers, barcode readers, and cash drawers are eligible for the Bookstore Manager Loaner or Rental Program. In a case where these types of Peripherals must be returned to the manufacturer for repairs, Bookstore Manager will, depending upon availability, loan the store equipment if defect occurs within 2 years of date of lease or purchase. The store pays freight plus a \$20.00 loaner fee and may keep the equipment for up to 30 days. Loaned equipment is limited to equipment purchased from Bookstore Manager.

RENTAL PROGRAM - If the store's equipment is over 2 years old, the store may rent equipment, depending upon availability, and pay freight plus 10% of the original equipment price and may keep the equipment for 30 days. *Loaners or rentals that are not returned within 60 days are considered purchased and will be charged to your account.* Rental equipment is limited to equipment purchased from Bookstore Manager.

Store Name: _____ **Account #:** _____

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

This Licensing and Maintenance fee structure and Warranty agreement supersedes all prior agreements either written or verbal. Maintenance fees are subject to change without notice.

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**Christian Databases, Inc. Database License Agreement
For Bookstore Manager Users**

IMPORTANT: THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE (either an individual or a single entity), AND CHRISTIAN DATABASES, INC., ("Christian Databases"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE SIGNING. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE DATABASE BETWEEN YOU AND Christian Databases, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

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No copies of the Database or any portions thereof may be made by you or any person under your authority or control. You further agree not to:

- (a) Reverse engineer, de-compile, de-compose, or disassemble any aspect of the Database;
- (b) Modify, translate, adapt, or otherwise make derivative works of the Database;
- (c) Separate the Database into component parts for use on more than one computer;
- (d) Alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the Database;
- (e) Attempt to unlock or bypass any initialization or security systems utilized by the Database; or
- (f) Use and/or transmit any portion of the Database via the Internet without prior written consent.

2. Christian Databases' Rights. You acknowledge and agree that the Database and any accompanying documentation are proprietary products of Christian Databases, whether or not copyrighted or patented. You further acknowledge and agree that all rights, title, and interest in and to the Database, including all associated intellectual property rights, are and shall remain with Christian Databases. **This License Agreement does not convey to you an interest in or to the Database, but only a limited right of use revocable in accordance with the terms of this License Agreement.** The Licensee shall treat and protect the Database in a manner consistent with the maintenance of trade secret rights, and shall take appropriate action in that regard. Licensee acknowledges that the Database is unique and that injury to Christian Databases would be irreparable if the Database contents were made available by Licensee to another person or entity. The terms of this paragraph shall survive any termination or expiration of this Agreement.

3. License Fees. The License fees for use of the "Database" are included in Bookstore Manager Software Monthly Maintenance fee and will be forwarded to Christian Databases, Inc. by Bookstore Manager Software. If the licensee fails to pay their appropriate monthly fees to Bookstore Manager Software in a timely fashion, Bookstore Manager Software will notify Christian Databases, Inc. to discontinue the updates of the "Database" to the licensee. Christian Databases, Inc. shall then revoke the user's license. The licensee agrees to discontinue using the "Database" and destroy all copies of the "Database" and its related software.

4. Term. This License Agreement is effective upon payment of the initial license fee, or your signature on this Agreement and shall continue until terminated. You may terminate this License Agreement at any time by returning the Database and all copies and extracts thereof to Christian Databases. Christian Databases may terminate this License Agreement upon any breach by you of any term hereof. Upon such termination by Christian Databases, you agree to return to Christian Databases the Database and all copies and portions thereof. Upon termination of the this License Agreement, you further agree to delete from your computer the copy of the Database which was loaded into your computer to operate the Database.

5. Limited Warranty. Christian Databases warrants that the medium, if any, upon which the Database is provided will, for a period of 30 days from the commencement of this License Agreement (referred to as the Warranty Period), be free from defects in materials and workmanship. If during the Warranty Period, a defect in the Database appears, you may return the Database to Christian Databases for either replacement, or, if so elected by Christian Databases, a refund of the amount paid by you under this License Agreement. This limited warranty is void if the medium has been damaged due to any accident, abuse, misapplication, or service or modification by someone other than Christian Databases.

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DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE DATABASE AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Christian Databases does not represent or guarantee the quality or performance of the Database other than as set forth in the above limited warranty. Christian Databases also does not represent or guarantee that the Database capabilities will meet your needs or that the Database will continuously operate or be error free. Christian Databases does not guarantee that the listed product prices in the Database will be 100% correct at all times.

6. Limitation of Liability. Christian Databases' cumulative liability to you or any other party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee paid by you for use of the Database. **In no event shall Christian Databases be liable for any lost profits, losses due to business interruption or other damages, including direct, indirect, incidental, consequential, special, or exemplary damages, arising out of this Agreement or the use of the Database licensed hereunder.**

7. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas, USA. Venue for any cause of action arising under this Agreement shall be in Taylor County, Texas, USA.

8. Miscellaneous. If any provision of this Agreement shall be unlawful, void or for any reason declared unenforceable by any court of competent jurisdiction, that provision shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions.

9. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

10. Notices. Should you have any questions concerning this Agreement or if you would like to contact Christian Databases for any reason, please do so at: 325-673-2826.

11. Acceptance. BY MY SIGNATURE, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT AND THAT I AGREE TO BE BOUND BY ITS TERMS.

Store Name: _____ Account #: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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