

TALLORDER SOLUTIONS SERVICE LEVEL AGREEMENT

TallOrder Solutions Service and Support

Service Level Agreement

TallOrder Solutions is geared towards providing our customers with superior support and customer service. This SLA sets out the expectations between the service provider and the client and further describes the products and/or services to be delivered. The SLA is handed over to a client as soon as they sign-up with TallOrder Solutions.

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s). The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Support

Customer and Partners may report errors to TallOrder POS Solutions in accordance with TallOrder POS Solutions' standard support procedures and, provided that all amounts due to TallOrder POS Solutions have been duly paid by the Customer or Partner, TallOrder POS Solutions will endeavour to provide workarounds or coding fixes for such errors in accordance with TallOrder POS Solutions' standard support procedures.

TallOrder POS Solutions may, at its option, implement modifications, enhancements, upgrades and new versions of the software on the TallOrder POS Solutions System from time to time. TallOrder POS Solutions may also provide and/or implement modifications, enhancements, upgrades and new versions for the onsite software and mobile application software from time to time, provided that customers will promptly implement such modifications, enhancements, upgrades and new versions that are not implemented by TallOrder POS Solutions. Customers should in these instances cease the usage of any versions that have been replaced by upgrades, new versions, modifications and/or enhancements.

Customers will ensure that the customer system remains compliant with the minimum specifications for such customer systems as may be specified by TallOrder POS Solutions and is kept in proper working condition and maintained in accordance with the recommendations of the manufacturer.

Scope:

(Services included in SLA)

Remote Support – Telephone, Email, Remote Connect, TeamViewer and Web-based support services in English.

Software Support – Remote support for software products specifically listed on support contract estimate/agreement. Any software products purchased after the support contract start date (not listed on the support contract estimate/agreement), or not included in the original agreement can be added to a separate support contract or your current contract through an addendum to the existing estimate/agreement.

Computer Hardware and Peripheral Support – Remote support for hardware and peripheral products purchased from, and installed by TallOrder Solutions directly or contracted with TallOrder Solutions for support. TallOrder Solutions does not support third party products not purchased, installed or contracted through TallOrder Solutions. Onsite support if required within the warranty period of the hardware purchased.

***NB** Hardware can only be purchased once full payment has been received.

Networking Hardware – Remote support for networking hardware purchased from, and installed by TallOrder Solutions directly or contracted with TallOrder Solutions for support. TallOrder Solutions does not support client external and internal network management.

Free access to TallOrder Solutions' knowledge base, how-to videos and user manuals are available on the website

On Site Installation – At the customer's request, TallOrder Solutions will schedule a certified technician to install software, hardware and peripheral products purchased by clients from TallOrder Solutions. The scheduling of such installations shall be on a best effort basis. Installation is billed at the current hourly price (two hours minimum for local installations and one day minimum for remote installations, plus travel and accommodations if requested on-site).

***NB** On site installations are payable before our technician arrives. Installation can only commence once installation fees have been paid in full.

Menu Customization - TallOrder can help you with customising your menu options in order to reflect your physical screens and menu cards. Moreover, setting up brochures, products and recipes etc. Please take note of the menu customisation terms below. Menu customisation fees are not included in the TallOrder set-up fee and are billed per hour (R600 per hour). If it is required for a consultant to further customise or add menu items after the agreed menu, the client will be notified and billed accordingly.

On Site Support and Maintenance – At the customer's request, TallOrder Solutions will deploy a certified technician to domestic sites to install software, hardware and peripheral products purchased by clients from TallOrder Solutions. The scheduling of such support and maintenance shall be on a best effort basis. Onsite support and maintenance is billed at the current price list (one day minimum for remote support) plus any required parts as well as travel and accommodations.

***NB** On site support and maintenance call outs are payable before our technician arrives.

Training On Site or Remotely– Training sessions are offered to customers at TallOrder Solutions offices, online (remotely) or on-site where appropriate. For on-site training, scheduling will be done on a best effort basis.

Training prices are published regularly at www.tallorderpos.com. Training that runs over the predetermined hours will be billed per hour (R600 per hour). Training can be scheduled and used all at once or you have the option of breaking it up between different periods. We recommend more than one training session in order to fully absorb the benefits of the solution. Training will require the full, dedicated attention of those who are present. Please make sure that the correct employees are present for these sessions. Training dates and time will have to be scheduled in advance and be used accordingly as training will need to happen BEFORE the launch of the solution. Training is a dedicated session and any time loss during the session will not be the responsibility of the consultant and TallOrderPos.com.

***NB** Clients are requested to apply for training on the TallOrder website via the TallOrder training request form, [Request TallOrder Point of Sale Training](#). Further training documentation to be signed once the requested training has been completed.

***NB** On site training or remote training are are payable before our technician arrives or remotely connects.

***NB** Training T&C's apply, [Read through our Terms & Conditions](#).

Severity of Support issues

When reporting a software error or support concern, client in consultation with TallOrder Solutions will reasonably allocate a severity level to its support requests in accordance with the table below:

Severity Level	Definition of Severity	Support Response Time
Severity 1 (Critical)	A critical issue. The TallOrder Service is completely unavailable. "A system DOWN situation".	30 minutes
Severity 2 (High)	The TallOrder Service is available but severely degraded. Transactional related issues. The client can still do transactions, but is having a problem with a component of the system, like a printer, cash drawer, barcode scanner, etc. that makes transactions difficult.	1 hour
Severity 3 (Medium)	The TallOrder Service is available but moderately impaired or the problem can be circumvented. The client is having a non-transactional related problem or question. These are usually related to reporting, purchase orders, receiving, physical inventory, etc.	6 hours
Severity 4 (Low)	The TallOrder Service is available & properly functioning but the user has a general question or a "what if" type of question.	Next Business Day

The severity of the support issue will determine the time frame in which the TallOrder support team can assist.

Installation Period - The installation process (Merchant set up, Software installation, Hardware set up and Training) must be completed and signed off within two weeks of the order confirmation unless a later date has been agreed to in writing. Subscription billing will start from the installation date unless a future date has been agreed upon in writing.

Third Party Integration Partners - You acknowledge that in the provision of certain optional features and services, TallOrderPos.com, on receipt of instructions from you, may be required to transfer certain data held in your TallOrder account to, and otherwise interact with, third party partners who provide services that you have elected to integrate with the TallOrder Services ("Third Party Integration Partners"). For a current list of our Third Party Integration Partners, visit our integrations tab on our homepage via www.tallorderpos.com

You agree that if and to the extent such data transfer occurs, it is on your express election and instruction by virtue of you agreeing to use the Third Party Integration Partner's services. You are solely responsible for compliance with all applicable laws (including applicable data protection laws) in respect of the transfer of the data by TallOrderPos.com to the Third Party Integration Partner, and for entering into separate contractual agreements with the Third Party Integration Partner. TallOrderPos.com is in no way liable for the provision of the services or the handling and processing of any data by the Third Party Integration Partner. For the avoidance of doubt, such third parties are not TallOrderPos.com's subprocesses for data protection purposes.

Our liability is limited: To the maximum extent permitted by law, TallOrderPos.com shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, business, goodwill, use, data or other intangible losses (even if TallOrderPos.com has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service (in whole or in part) or any technical malfunctions; (b) the cost of procurement of substitute goods and services; (c) unauthorised access to, or alteration of, your communications or data; (d) statements or conduct of any third party regarding the TallOrderPos.com Services; or (e) any other matter relating to the TallOrderPos.com Services. In any case, TallOrderPos.com's maximum aggregate liability under or in connection with these Terms or your use of the TallOrderPos.com Services is limited to the amount of Fees paid by you in the past 12 months.

Customer Responsibilities

Account in Good Standing – Customer’s account must be kept in good standing at all times. Accounts that are overdue past 7 days or more from invoice will go into a “no support” status until the customer’s account is brought up to date. TallOrder Solutions reserves the right to disconnect your Merchant and limit your access to our products if your account/fees are overdue.

Prompt, Polite, and Accurate Communications – Customers must promptly notify TallOrder Solutions Support Department (see Contact Information below for support department) with clear and accurate information about any support issue. It is expected and required for the customer to be polite and patient with TallOrder Solutions support staff.

Prompt Response with Requested Information – Many support cases rely on additional information that is required from the customer. In this situation, it is very important that the customer be prompt in obtaining the required information and responding to the appropriate support individual or department. Reasonable availability of customer representative(s) when resolving a service related incident or request.

Closing your Account responsibilities – You may close your TallOrder Solutions account at any time and without cost, but you will remain liable for any outstanding purchases as well as any fees or other charges incurred. TallOrder Solutions will not issue refunds for amounts previously incurred through our services once you close your account. 30 calendar days’ notice is required for any cancellation of services. The notice period will commence from the 1st day of the month following the cancellation notice; therefore, notice is required either during the preceding month or latest by the 1st of the month.

Reconnection/Reactivation Fees – If a customer decides to re-join TallOrder Solutions after canceling their POS contract or being terminated

from TallOrder as a result from unsuccessful payment, the customer is obligated to pay a reconnection/reactivation fee of R250.

*NB reconnection/reactivation fees are payable before the customer's reconnection/reactivation can commence.

FEES AND PAYMENTS

In consideration for the use of and access to the Software, the customer shall pay to TallOrder POS Solutions, or to TallOrder POS Solutions' designated Service Partner, all the fees, charges and expenses agreed to be applicable thereto, and in particular as specified in the order.

Save to the extent otherwise agreed in writing, TallOrder POS Solutions or its designated Service Partner may invoice the customer monthly in advance for the monthly software fees and any related taxes for the duration of this agreement. Save to the extent otherwise agreed in writing, TallOrder POS Solutions or its designated Service Partner may invoice the customer monthly in arrears for all expenses and interest that are due for such month.

Unless otherwise agreed in the order, invoices issued by TallOrder POS Solutions or its Service Partner will be payable within 7 (seven) days of invoice via direct debit. All payment obligations under this agreement are non-refundable. All payments shall be made by electronic transfer, debit order or direct deposit into the bank account of TallOrder POS Solutions or its designated Service Partner as indicated on the invoice. All amounts due and payable by the customer shall be paid in the currency specified for payment in the relevant invoice.

The fees, charges and expenses payable by the Customer hereunder are net amounts, free from set-off or deductions and exclusive of all sales, use, withholding, excise, value added, and ad valorem taxes incurred by the Customer or imposed on TallOrder POS Solutions or its Service Partner or otherwise due as a result of this agreement. The customer shall pay any and all such taxes and duties, customs fees and similar charges, whether directly to the appropriate taxing authority or by reimbursing TallOrder POS Solutions for payments it made on the Customer's behalf.

The Customer shall not be entitled for any reason whatsoever to withhold or defer payment under this agreement. Payments which are not received when payable shall bear interest at the lesser of the maximum amount chargeable by law or 1½% per month, capitalised monthly, commencing with the date payment was due. Amounts received from customers may be allocated as follows: Firstly towards interest and reimbursement of expenses, secondly to service fees and thirdly to software fees.

Pricing of our software license fees may increase annually. Any price increases will be communicated to you one month in advance.

Contact Information

Contacting Support Department



Support Department Telephone: +27 (0) 21 201 1579



Email: support@tallorderpos.com



Visit the www.tallorderpos.com website for more information



WhatsApp number: 072 863 0116

Sign

Date

Place

Time

*T&C's apply - [Read through our Terms & Conditions](https://www.tallorderpos.com/terms-and-conditions/)
(<https://www.tallorderpos.com/terms-and-conditions/>)