

NETWORK SERVICES AGREEMENT

Network Hardware Support, Onsite Service & Full Replacement Warranty

Last Updated: May 4, 2026

This Network Services Agreement (“Agreement”) is entered into as of the Effective Date set forth below by and between:

Provider:

Armagh Cash Register Limited
operating as Armagh POS Solutions
180 Dundurn Street South, Hamilton, Ontario, Canada L8P 4K3
(“Provider”, “Armagh”, “we”, or “us”)

Customer:

[Customer Legal Name]
operating as [Customer Operating As Name]
[Customer Address, City, Province, Postal Code]
(“Customer”, “you”, or “your”)

Effective Date: [Insert Date, e.g., MM/DD/YYYY or upon execution of applicable Sales Order or Purchase Agreement]

1. Introduction and Purpose

This Agreement defines the terms and conditions under which Provider will provide network support services—including 24/7 technical support, onsite service, and full replacement warranty coverage—for network hardware products resold by Provider to Customer (the “Network Services”).

This Agreement is intended to be read in conjunction with, and incorporates by reference, the Provider’s current Privacy Policy, Service Level Agreement (“SLA”), and Warranty Agreement (collectively, the “Referenced Agreements”), available at www.armaghpos.com/legal. In the event of any conflict between this Agreement and the Referenced Agreements, or between this Agreement and any applicable Master Services Agreement, Sales Order, Quotation, or other Underlying Agreement between the parties (the “Underlying Agreement”), the terms of the Underlying Agreement shall control. This approach avoids unnecessary duplication and ensures consistency across all customer documentation.

2. Definitions

For purposes of this Agreement:

- “Covered Equipment” means the specific network hardware products (including but not limited to routers, switches, wireless access points, firewalls, or other networking devices) that have been sold by Provider to Customer and are identified in the applicable Sales Order, Quotation, or schedule to this Agreement or the Underlying Agreement.
- “Monthly Service Fee” means the recurring monthly fee charged for the Network Services as set forth in the applicable Sales Order or Quotation.
- “Onsite Service” has the meaning set forth in the Warranty Agreement (typically within a 2.5-hour travel radius of Provider’s principal office at 180 Dundurn Street South, Hamilton, Ontario L8P 4K3).

- Other terms defined in the Referenced Agreements (including “Business Day,” “Incident,” “Initial Response Time,” etc.) shall have the same meanings herein unless otherwise specified.

3. Scope of Network Services

Subject to Customer’s timely payment of the Monthly Service Fee and compliance with this Agreement and the Referenced Agreements, Provider shall provide the following Network Services for the Covered Equipment during the term of this Agreement:

- **Full Replacement Warranty:** Comprehensive limited warranty covering defects in materials and workmanship in the Covered Equipment. This includes full replacement of defective units (at Provider’s discretion, new or refurbished of equivalent quality) and all labour required for diagnosis, repair, or replacement. This coverage applies for the duration of active Services under this Agreement and is intended to supplement or extend beyond any applicable manufacturer’s warranty.
- **24/7 Technical Support:** Phone, email, remote assistance, and troubleshooting for the Covered Equipment and related network issues, available 24 hours per day, 7 days per week (excluding Christmas Day, Good Friday, and New Year’s Day), in accordance with the SLA.
- **Onsite Service:** Onsite diagnosis, repair, or replacement performed at Customer’s premises by a Provider technician, subject to the geographic and travel terms in the Warranty Agreement. For locations outside the standard radius, Provider may charge reasonable travel time/expenses, arrange depot/ship-in repair, or provide enhanced remote support.
- **Firmware, Updates & Configuration Support:** Installation of approved firmware updates, patches, and basic configuration assistance for the Covered Equipment as part of the support services.
- **Preventative Maintenance Guidance:** Recommendations and remote checks to maintain optimal performance of the Covered Equipment.

Note: Major network redesigns, integration with unsupported third-party systems, physical cabling work, or services outside the scope above are generally outside this Agreement and may be billable separately or require a separate agreement. Onsite visits for non-warranty issues (e.g., moves, adds, or changes) may incur additional time-and-materials charges per the Underlying Agreement or SLA.

4. Service Levels and Response Times

Provider will acknowledge and respond to properly submitted support requests for Covered Equipment in accordance with the priority levels, Initial Response Times, Resolution Targets, and Status Update frequencies set forth in **Section 4.2 of the Service Level Agreement (SLA)**, which is incorporated herein by reference. Critical (P1) issues must be reported by telephone to 1-888-528-5903 to ensure the fastest response.

Provider reserves the right to require reasonable proof that the defect or issue is covered (e.g., serial numbers, installation/purchase date, description of symptoms, photos, or error logs). If an issue is determined not to be covered under this Agreement or the Referenced Agreements, standard time-and-materials service rates (as per the Underlying Agreement or SLA) will apply. Customer agrees to provide safe access to equipment and personnel during service visits.

5. Customer Responsibilities

In addition to the Customer Responsibilities set out in **Section 7 of the SLA** and **Section 9 of the Warranty Agreement** (both incorporated by reference), Customer agrees to:

- Provide safe, timely, and reasonable access to the Covered Equipment and network infrastructure for any onsite service visits.

- Maintain complete and current backups of all network configurations, settings, and critical data prior to any warranty or support service (Provider is not responsible for data loss except to the extent caused by its gross negligence or willful misconduct).
- Ensure that all Covered Equipment is used in a suitable environment (clean, temperature-controlled, stable power, proper ventilation) as specified by Provider or the manufacturer.
- Promptly install any recommended firmware, software updates, or security patches provided or directed by Provider.
- Designate authorized contacts who can provide accurate information and grant access for service calls.
- Pay all applicable Monthly Service Fees and any out-of-scope charges on time as per the Underlying Agreement.

6. Provider Responsibilities

Provider commits to:

- Employ qualified, trained technical staff with knowledge of the supported network equipment and POS-integrated networking solutions.
- Use commercially reasonable efforts to meet the service levels outlined in the SLA and this Agreement, including full replacement hardware and labour as part of the included warranty coverage during the term.
- Maintain the security of any hosted or remote access components and comply with applicable PCI-DSS requirements where payment processing environments are involved under Provider's control.
- Protect Customer's confidential information and personal data in accordance with the Privacy Policy and applicable Canadian privacy laws (including PIPEDA).
- Provide advance notice of scheduled maintenance or major system changes affecting the Covered Equipment where practicable.

7. Billing, Payment, and Fees

The Monthly Service Fee for the Network Services shall be as set forth in the applicable Sales Order or Quotation. Fees are typically invoiced monthly in advance (or as otherwise agreed in the Underlying Agreement) and are due net thirty (30) days from the invoice date, unless otherwise specified.

Provider reserves the right to suspend or terminate the Network Services (including warranty coverage and support) for non-payment after providing written notice and a reasonable cure period (e.g., 10 business days). Late payments may be subject to interest or administrative fees as permitted by applicable law or the Underlying Agreement.

Provider may adjust the Monthly Service Fee upon renewal or with reasonable advance notice for material changes in scope or costs; such changes will apply prospectively.

8. Term and Termination

This Agreement commences on the Effective Date and continues on a month-to-month basis until terminated by either party upon thirty (30) days' prior written notice to the other party (email or support portal notice is sufficient if confirmed in writing). Either party may terminate immediately for material breach by the other party if such breach remains uncured for fifteen (15) days after written notice.

Upon termination or expiration of this Agreement:

- All Network Services, including 24/7 support and full replacement warranty coverage for the Covered Equipment, shall immediately cease.

- Customer remains responsible for any accrued but unpaid Monthly Service Fees or other charges.
- The Covered Equipment remains the sole and exclusive property of Customer; no refund, credit, or buyback is provided for hardware upon termination of the Services.

9. Exclusions, Limitations, and Remedies

This Agreement and the Network Services do not cover, and Provider shall have no obligation or liability for, any of the following (in addition to the exclusions set forth in the Referenced Agreements):

- Damage resulting from misuse, abuse, negligence, unauthorized modifications, improper storage or handling, or failure to follow operating or maintenance instructions;
- Damage caused by Acts of God, natural disasters, fire, flood, power surges/spikes, lightning, or other Force Majeure events (as defined in the SLA);
- Issues arising from third-party hardware, software, networks, cabling, ISPs, payment processors, or services not supplied or directly managed by Provider;
- Consumable supplies, normal wear and tear items, or problems caused by Customer's network environment or changes made by Customer or third parties without Provider's prior written authorization;
- Software defects or performance issues not directly attributable to the Covered Equipment (these are generally addressed under the SLA where applicable).

Disclaimer of Warranties: Except as expressly set forth in this Agreement and the Referenced Agreements, Provider makes no other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Liability Limitation: Provider's aggregate liability arising out of or related to this Agreement or the Network Services shall not exceed the total Monthly Service Fees paid by Customer to Provider for the specific Covered Equipment giving rise to the claim during the twelve (12) months preceding the claim. In no event shall Provider be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or business interruption, regardless of the form of action or theory of liability. For complete limitations on liability and additional remedies, please refer to the Underlying Agreement and the Referenced Agreements (particularly Section 8 of the Warranty Agreement and Section 6 of the SLA).

10. Privacy and Data Protection

During the course of providing Network Services, Provider may have access to Customer's network, systems, configurations, or data. Provider will collect, use, disclose, and safeguard any personal information in accordance with its Privacy Policy (available at www.armaghpos.com/legal) and applicable Canadian privacy laws, including PIPEDA. Customer acknowledges that it is solely responsible for backing up its data and configurations and for ensuring that any sensitive or personal information is appropriately protected or removed prior to service visits where practicable. For full details on data handling practices, please refer to the Privacy Policy.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the courts of the Province of Ontario sitting in the City of Hamilton or Toronto, and each party irrevocably attorns to the jurisdiction of such courts, as more particularly set out in Section 11 of the SLA.

12. General Provisions

This Agreement, together with the Underlying Agreement and the Referenced Agreements (Privacy Policy, SLA, and Warranty Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous warranties, representations, or agreements (whether written or oral) relating to the Network Services. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Neither party may assign this Agreement without the prior written consent of the other, except that Provider may assign to an affiliate or successor in connection with a merger or sale of substantially all assets. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original. No modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Network Services Agreement as of the Effective Date first written above.

PROVIDER:

Armagh Cash Register Limited
o/a Armagh POS Solutions

Per: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

[Customer Legal Name]
o/a [Customer Operating As Name]

Per: _____
Name: _____
Title: _____
Date: _____

— End of Network Services Agreement —