

Prices / Order Form

Property Management Software

Date of Invoice //

TCS	Systems	Inc.
------------	----------------	------

373 Sierra Vista Lane	Property:
Valley Cottage, NY 10989	
(845) 358 9294 Sales Office	Contact: Address:
	City:

 $\underline{tcs@guesttracker.com}$

www.hotel-software.com Phone e-mail

Please enter the Hotel name and Address as it will appear on Guest Bills and Invoices

Check-out timeam	Н	Totel Name
Tax 1 name	% %	Hotel Address Line 1
Tax 3 name	%	Hotel Address Line 2
		Hotel City, State, Zip

Guest Tracker for Microsoft Windo	ws 7/8 (Ple	ease E-mail order form to	tcs@guesttracker.com)		
Size of Property	Software	Quantity	Total		
1 - 10 units	\$995	1	995.00		
11 - 30 units	\$1,495	1	1495.00		
31 - 50 units	\$1,995	1	1995.00		
51 - 75 units	\$2,495	1	2495.00 2995.00		
76 - 100 units	\$2,995	1			
101 - 200 units	\$3,995	1	3995.00		
201 - 300 units	\$4,995	1	4995.00		
Optional Items / Interface	Software	Quantity	Total		
Network license - 3 workstations	\$495	1	495.00		
Call Accounting Module	\$995	1	995.00		
Call Accounting Interface	\$795	1	795.00		
Credit Card Processing Module (3 workstations)	\$795	1	795.00		
Credit Card Shift4 Gateway	\$500	1	Invoiced		
Web Reservations Module	\$650	1	650.00		
Multi-property module	\$995	1	995.00		
Quickbooks Interface	\$495	1	495.00		
Support - Interfaces	\$300/each	1	300.00		
Support					
Support agreement annual	\$750	1	750.00		
ORDER TOTAL	ORDER TOTAL Please make check payable to TCS Systems Inc. \$ 0,000.00				

\mathbf{v}				
Λ.	 	 	 	

Make Company Check Payable to TCS Systems Inc.

Mail Order form and Company Check to: TCS Systems Inc. 373 Sierra Vista Lane Valley Cottage, NY 10989



Property Management Software
TCS Systems Inc.
373 Sierra Vista Lane
Valley Cottage NY 10989
www.hotel-software.com

License / Support Agreement

ACCEPTANCE OF TERMS

TCS Systems, Inc. ("TCS Hotel Software, Inc.") makes available your unlimited use license of Guest Tracker Software, information, documents, and products (the "Materials") and various services (the "Services"), subject to the terms and conditions set forth in this document (the "Terms of Use"). Use of this Software constitutes your agreement to abide by these Terms of Use. TCS Hotel Software reserves the right to change the Terms of Use from time to time at its sole discretion.

END USER LICENSE - UNLIMITED USE AGREEMENT

Guest Tracker Software and documentation have been fully tested, and are provided "as is" and without warranty of any kind. TCS Hotel Software disclaims all warranties, expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. Under no circumstances will TCS Hotel Software be liable for any indirect, incidental, special or consequential damages or lost profits or lost business information arising out of the use of software and related documentation or caused by any defect, failure or malfunction of the software, whether the claim for such damages is based upon warranty, contract, tort, or negligence. Use of the software is governed by the terms of the end user license agreement that accompanies or is included with such software. You will not be able to download or install any software that is accompanied by or includes an end user license agreement unless you agree to the terms of such end user license agreement. If you do not agree to such terms, you will not be able to use the software. This agreement is part of the Guest Tracker Software installation program which is provided via the Guest Tracker Installation.

INDEMNITY

You agree to indemnify and hold TCS Hotel Software, and its affiliates, officers, partners, and employees, harmless from any claim, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through or from the use of the Site, your violation of the Terms of Use, or your violation of any rights of another person or entity. You may view, download and print the documents and information available on this Site providing the use of such documents is for informational or personal use only. Use for any other purpose is prohibited by law.

WARRANTIES AND DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND TCS HOTEL SOFTWARE, ALL MATERIALS, SOFTWARE AND SERVICES ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TCS HOTEL SOFTWARE MAKES NO WARRANTY THAT (i) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE OBTAINED FROM THE SITE WILL BE CORRECTED. TO THE EXTENT

PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

TCS HOTEL SOFTWARE ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS SITE. REFERENCES TO OTHER CORPORATIONS, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

IN NO EVENT SHALL TCS HOTEL SOFTWARE OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT TCS HOTEL SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

THE DOWNLOADING OR OTHER ACQUISITION OF ANY SOFTWARE OR MATERIALS THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR ACQUISITION OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TCS HOTEL SOFTWARE OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

GOVERNING LAW AND JURISDICTION

These Terms of Use will be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflict of law principles. All suits, proceedings or claims no greater than the total amount of the agreement, in connection with these Terms of Use shall be brought in the state or federal courts of the State of New York in the USA and you hereby consent to the jurisdiction and venue of those courts. If any provision of these Terms of use is held by a court of competent jurisdiction to be invalid, unreasonable or unenforceable, such provision or requirement will be enforced only to the extent that it is not invalid, unreasonable or otherwise unenforceable and all other provisions of this Terms of Use shall remain in full force and effect.

EXPORT CONTROL LAWS

The export and of TCS Hotel Software Products are controlled by the United States Export Administration Regulations and such software may not be exported or re-exported to any country to which the United States embargoes goods.

SUPPORT AGREEMENT

The term of the Support Agreement shall commence on 01/01/13. This Agreement shall automatically be renewed and shall continue to be renewed for successive one-year periods unless Company terminates this Agreement by giving the TCS Systems written notice thereof at least sixty (60) days prior to the beginning of the next one year period. A Support Agreement will be required to use Shift 4 Credit Card Interface, Availability online, and any other Integrations TCS has installed as part of Purchase of Software.

Support Hours 8:00am – 8:00pm EST / 5 Days a week. Emergency Support Hours 24 Hours / 7 Days a week.

Support covers Guest Tracker Issues, Software problem resolutions, and systems assistance. E-Mail support as well as Phone support is available to the client to assist with any and all Guest Tracker Products Software Issues. Any errors or Software bugs will be fixed under this agreement, and will supersede any other clause in the Software License agreement.

Support includes assistance trouble shooting computer/network issues, and or computer hardware issues, but does not include resolution to hardware / networking issues. Backups, computers and Network environments are the responsibility of your Systems/Computer vendors or departments.

Support does not include training new employees, re-installation of software, and re-installation of software interfaces after the initial installation.

It is the Clients responsibility to Backup Guest Tracker Data and Protect their computers from Internet viruses. TCS will assist your Systems Admin, with a plan to protect your systems. Support does not include the responsibility of maintaining backups and protection from Computer failure.

Software Support Coverage Dates:

Property Name:

Contact:

Period: 1/1/14 1/1/15

Annual Support – Phone Support, E-mail Support, Remote connection support Annual Support includes update to 7.1 software versions.

Updates will be provided through Web Site Access. Software Add-On Module Support

Support Contact Phone/Email:

GuestTracker General Software Support 845 354 4828 Installation / Setup 845 358 9294 Software/Networks/Booking Engine E-Mail General Software Support – tcs@guesttracker.com

X