

**SOFTWARE MAINTENANCE AGREEMENT**

VERSION:  VERSION 11  VERSION 12

**STORE INFORMATION**

Company name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State/Province: \_\_\_\_\_  
 Zip/Postal Code: \_\_\_\_\_

Company DBA: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_  
 Owner's phone: \_\_\_\_\_  
 Owner's email: \_\_\_\_\_  
 Store phone: \_\_\_\_\_  
 Store email: \_\_\_\_\_

**SHIPPING INFORMATION**

SAME AS ABOVE

Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_

State/Province: \_\_\_\_\_  
 Zip/Postal Code: \_\_\_\_\_

**TYPE OF SERVICE**

New salon  
 Transfer of ownership

Upgrade - (version: \_\_\_\_\_ )  
 Reactivation

**BILLING INFORMATION**

DESKTOP- \$69.99/MO  \$839/YR   ENTERPRISE\*- \$79.99/MO  \$959/YR

Begin billing me: \_\_\_\_\_

Visa  Mastercard  American Express  Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Checking Routing Number  
 FAX VOIDED CHECK TO 317-554-8997- AGREEMENT WILL NOT BE PROCESSED UNTIL VOIDED CHECK IS RECEIVED

Checking Account Number  
 FAX VOIDED CHECK TO 317-554-8997- AGREEMENT WILL NOT BE PROCESSED UNTIL VOIDED CHECK IS RECEIVED

Use Checking Account on file (CURRENT CUSTOMERS ONLY)

Setup fee:  
 • (Non-Active - \$199 or \$299 - w/2hr training) \_\_\_\_\_  
 • (Active - \$99 or \$199 - w/2hr training) \_\_\_\_\_

Conversion fee (\$99): \_\_\_\_\_

First month/year prorated: \_\_\_\_\_

Activation deposit (\$40): \_\_\_\_\_

Back months: # \_\_\_\_\_ @ \_\_\_\_\_ = \_\_\_\_\_

Re-enrolment fee (\$399): \_\_\_\_\_

Transfer fee (\$75): \_\_\_\_\_

Credit card setup fee: \_\_\_\_\_

**TOTAL CHARGED TODAY\*\*:** \_\_\_\_\_

notes: \_\_\_\_\_

\*Enterprise only available with Version 12  
 \*\*Excludes sales tax, shipping and handling

TERMS & CONDITIONS

1. All HELIOS, LLC ("Helios") communication regarding product announcements and company policy changes will be done via email. Helios highly recommends you provide a primary and secondary email address.
2. All prices, fees and draft rates are NOT refundable and are subject to change without notice.
3. All fees are due on the first (1st) day of each term (month or year) and will be debited from your bank account or credit card without notice by Helios. **Helios shall charge a service fee of \$25.00 per transaction if your credit card declines or your bank account has insufficient funds.**
4. Helios reserves the right to cancel or modify membership at any time.
5. Helios reserves the right to assign this authorization without notice.
6. Helios reserves the right to change the membership policies and privileges at any time without notice.
7. All cancellation letters must be received at least thirty (30) days before the next scheduled debit date otherwise one final debit/draft will be made as scheduled. This authority is to remain in effect until Helios receives a written and signed cancellation notice on company letterhead via certified mail or UPS to: Helios, LLC, Attn: Cancellation Department, 6270 Corporate Drive, Indianapolis, IN 46278.
8. ALL of your locations must execute a separate Software Maintenance Agreement.
9. FREE Technical Support is provided by Helios under this agreement (excluding holidays) by calling (317) 554-9911. FREE downloadable software updates and upgrades are available through my.gohelios.com web portal.
10. Helios V12 Enterprise requires that you have a broadband internet connection (DSL, cable, satellite) for credit card processing, E-commerce, web reporting, backoffice access, my.gohelios.com access, remote back-up and will only be supported on Windows XP Professional-SP3, Vista Business, Vista Ultimate, Windows 7 Professional, and Windows 7 Ultimate. Any and all of the proceeding services that you utilize may be terminated if you cancel this agreement or your account becomes delinquent.
11. Helios V12 Desktop requires an active maintenance agreement in order to operate the POS software. If this agreement is cancelled, upgraded, or there is a transfer of ownership of your salon, you authorize Helios to draft your account \$1299 if you lose, damage or fail to return your V12 dongle. Helios will refund your \$1299 once you return the V12 dongle.
12. **SERVICE INTERRUPTION/FORCE MAJUERE.** In no event will Helios be liable for damages of any kind arising out of delay or non-delivery, due to service interruption, technical support issues, or system maintenance. Helios shall not be liable for any kind of damages arising out of causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, war, riots, acts of terrorism or terrorist threats, fire, explosion, flood, accident, breakage of machinery or apparatus, or inability to obtain fuel, power, raw materials, labor, containers or transportation facilities.
13. If you cancel your account, you are subject to a \$399 re-enrollment fee and all applicable back months per location if you decide to re-enroll at a later date.
14. Helios V11 requires an active maintenance agreement in order to operate the POS software. If this agreement is cancelled, upgraded, or there is a transfer of ownership of your salon, you authorize Helios to draft your account for \$999 if you lose, damage or fail to return your V9 / V10 / V11 dongle. Helios will refund your \$999 once you return the V9 / V10 / V11 dongle.
15. **LIMITED WARRANTY ON SERVICES PROVIDED BY HELIOS. THIS LIMITED WARRANTY OF HELIOS, SUBJECT TO THE LIMITATION ON DAMAGES, IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER LIABILITIES OR OBLIGATIONS ON HELIOS'S PART, AND HELIOS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID SERVICES AND/OR GOODS. THIS LIMITED WARRANTY MAY NOT BE VERBALLY CHANGED OR MODIFIED BY ANY REPRESENTATIVE OF HELIOS.**
16. **LIMITATION ON DAMAGES.** Helios's liability on any and all claims arising under this agreement shall be limited to a refund of the cost of one (1) month's service. In no event shall any liability of Helios exceed the purchase price of the product and Helios shall not be liable for incidental, special or consequential damages with respect to the sale or use of the product, including without limitation, labor charges, lost profits, expenses of repair, other costs incident to replacement, or transportation costs incurred in shipping products to or from Helios's place of business.
17. **APPLICABLE LAW.** The validity, performance and construction of these terms and all sales there under shall be governed by the laws of the State of Indiana, U.S.A. without regard to its choice of law provisions. You agree that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Marion County, Indiana. You hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, may not be changed except by an instrument in writing signed by both parties and supersedes any and all prior agreements between the parties.
18. **ATTORNEY FEES.** Should Helios initiate any legal action or proceeding to collect on any unpaid invoice or to enforce any of the terms hereof, Helios shall be entitled to recover from Signer all costs and expenses incurred in connection therewith, including court costs, collection costs and reasonable attorney's fees and expenses.
19. Any additional terms of this Agreement shall be attached hereto and made part hereof as set forth in Addendum A.

I have read, understand and agree to be bound by the information, terms, prices and conditions listed above. I understand that my service will be terminated if I, or Helios, cancel my Software Maintenance Agreement. I also acknowledge that I am an authorized signer for the account listed above.

Agreement Authorized Signature of Acceptance: