

Please visit the FAQ page to learn more about MarijuanaTech.com – Any business we conduct will constitute your understanding of our Terms Of Service (TOS), and limits to our Scope Of Work (SOW). As an independent Consultancy we **reserve the right to refuse service to anyone. Work may end at either parties request, at-will, but work rendered and paid for to that point is non-refundable.**

#### **CUSTOMER OWNED EQUIPMENT (COE):**

We help with Customer-Owned Equipment configurations at \$70.00 per hour. Your equipment may have viruses, malware, spyware, have physical damage, hard drive damage, etc.,. The newer your PC the better, however, your choice of Virus Protection or Firewall may prevent drivers from loading, your Internet service may be down, or your machine could just be way behind on Windows Updates. **All of these matters are the responsibility of the client to cure, before arrival**, and any of which can cause peripheral equipment installations to fail. If we're unable to implement our solution on your PC, due to any reason, including but not limited to those above, you will be charged \$70.00 per hour, two hour minimum to diagnose and attempt to cure, with **absolutely NO GUARANTEE of outcome**. Running your business on used equipment or PC's over 3 years in age is done so against our recommendation. We may offer to remote-in to evaluate your PC's fitness for FREE. Fortunately this does not happen often, however, If equipment we supplied cannot be made to work on your computer system or network we may, at our sole discretion, offer to accept a return if our evaluation was wrong. See RETURNS AND EXCHANGES below. (EXCEPTION: **NO RETURNS ON SCALES, NO REFUND ON SOFTWARE LICENSES**).

#### **BRAND NEW HARDWARE:**

Alternatively, as your Vendor-Neutral Consultancy, we procure Brand New (never refurbished or used) equipment on behalf of our clients, or provide Equipment Bundles found on the HARDWARE page of our site. WE DO NOT MAINTAIN INVENTORY. Your payment, collected in advance, is used to procure your new equipment. Your method of payment **MUST CLEAR** before equipment is ordered. Visit our site or call for payment options accepted. ADD 4.9% TO ALL BUT BANK WIRE, CHECK, or CASH ORDERS to defray costs incurred by payment processing services.

These Equipment Bundle quotes **INCLUDES any merchant collected sales tax, shipping to our studio, configuration and setup, our consultation, initial training, 90 days limited support, and the one year manufacturer's warranty** (2 years on Label Printer, Scales) from date of procurement from supplier. **PC Included Equipment Bundles ARE GUARANTEED to work with each other**. Please allow 5-7 days for equipment to arrive to our studio for prep work. We can then schedule delivery and setup at your location. **A trip fee may apply to locations over 50 miles from zip code 91602. A RUSH fee will apply if equipment is needed urgently or in an emergency situation**. Call to obtain a RUSH quote in advance.

With the exception of Dead On Arrival (DOA) hardware, **we are not responsible for equipment failures**. It is the client's responsibility to provide a safe environment for the equipment (placing Scales on level surface not in path of fans, securing Touchscreen PC's so they do not fall), to purchase an extended warranty if desired, or to follow the Manufacturer's RMA procedures. **We do not service equipment, nor offer maintenance agreements**. Should equipment we've delivered prove to be non-functional upon arrival we will exchange that product for the same ASAP or **you do not pay until delivered**.

## RETURNS AND EXCHANGES:

In no case shall an offer of return be made after seven (7) days from delivery, or two (2) weeks from procurement. Equipment will not be stored at our studio for more than three (3) weeks should *you* be unable to receive equipment once readied. A 15% restocking fee, additional condition adjustment fee may apply if item is not completely clean and scratch-free. Must be in re-sellable condition with all original packaging materials, manuals, warranty cards, power supplies, and original box is required. I.e., Label Printer, Electronic Cash Drawer, Barcode Scanner, ID Swiper.

**NO RETURNS ON PC'S OR SCALES UNDER ANY CIRCUMSTANCES – If you experience a hardware failure after this time-frame**, and you do not want to deal with the Return to Manufacturer Authorization (RMA or Return Merchandise Authorization) process and need a replacement at 10% off, please order another and allow 5-7 days for equipment to arrive to our studio for preparation, and another 24-48 hours to deliver to your location. If you cannot conduct business due to a hardware failure and require **expedited turn-around AT ADDITIONAL COST** please call for a quote. Exchanges are made on DOA items only.

## SOFTWARE:

Some equipment delivered will require software. Except for the Windows OS installed on PC's from the factory, there is no software to run your business pre-installed. Our equipment is 420soft Certified Compatible. See next paragraph. Some items, such as the Digital Scale integration package, will require communication software and a **non-transferrable STATION LICENSE. You will not be able to plug the Scale into another computer without first Licensing the other computer - at client's expense!** This is a condition of the Software Company, do not ask us if it can be hacked. Call for current pricing, at time of printing a re-license costs \$75.00 when we perform the task remotely, add \$70.00 if a physical visit is required, plus trip-free if applicable. A visit is rarely necessary with your cooperation and assistance.

## 420soft – The Medical Marijuana Dispensary Management Solution

We also provide training and front-line support for 420soft Subscribers. All account activations must be made through MarijuanaTech.com in order for us to be responsible for support with this solution. Software as a Service (SaaS) means you will pay a monthly subscription fee for as long as you use the service. The first month is FREE. It runs \$250 due on the 1<sup>st</sup> each month thereafter.

MarijuanaTech.com **does not collect or process SaaS payments**, you pay the Software Developer directly. You may cancel any time. There is no term contract. Support is provided by the following means: Phone, Text, Email, Virtual (Remote). Although we try to maintain a high level of availability 7 days a week, there will be times we'll have to return your call when able, and Virtual training or Remote Assistance will require scheduling an appointment. If you require our physical presence at your location, the cost is \$70.00 per hour, two hour minimum, plus trip-fee if applicable. If for any reason you become unsatisfied with our level of support, or, conversely, we decide we're unable to continue to work with you or your staff, you will continue to receive support from the Software Developer instead, for as long as you are a paid subscriber in good standing. However, we expressly reserve the right to discontinue, and to reassign 420soft support agency, at-will. Updates and Enhancements are rolled out immediately

upon implementation. Requests for modification or customizations to 420soft are also **not** the responsibility of MarijuanaTech.com - although we would be happy to forward any email we receive on, we only support existing functionality of the solution.

Since it's Cloud Computing, there is no software to install on your PC on-site, because the entire application is a secure socket layered (SSL or https) Browser-Based solution. The actual application is maintained on Quad-Core servers with redundancy, and off-site data storage is provided by Codero.com who boast a 99.9% Enterprise-class level uptime rate. We highly recommend a MiFi or alternate backup means to an ISP for your business continuity sake. **WE ARE IN NO WAY RESPONSIBLE FOR IMPACT OR RESULTS OF ANY DOWN-TIME REGARDLESS OF CAUSE!** You may access the software from any browser, and any location you have Internet access from. (However, the Budtender Stations, with automatic Medicine Container Label Printing, automatic Electronic Cash Drawer triggering, etc., requires ActiveX Controls found only within Microsoft IE8 or IE9 for certain Point of Sale (POS) functions).

**SUMMARY:**

We offer **COE** Technical Assistance, Services, and Peripheral Equipment Integration i.e., **BYOC Bundle**  
We offer to procure, setup, and train on use of NEW Technology i.e., **complete Budtender Stations**  
We offer 420soft account activation, staff training, and ongoing support services (**you pay 420soft monthly**)

DO NOT ORDER OUR SERVICES IF YOU DO NOT FULLY UNDERSTAND AND AGREE TO EVERYTHING SPELLED OUT IN THIS DOCUMENT. Because each Dispensary can have a number of decision makers, the mere fact that an order is placed constitutes you have accepted and will adhere to conditions set forth herein. Finally, your payment is your bond, same as that of a signature from a Director of your Dispensary. Any other claim of understanding something beyond what's listed within this SOW won't be considered as part of this Scope Of Work or Terms of Service.

IF Signatory is available Sign \_\_\_\_\_ date \_\_\_\_\_

Written Name:

Dispensary Name:

WE THANK YOU FOR YOUR BUSINESS

You'll **Qualify for a 10% Discount** on any future Business after your initial Service Order. For more details and to see pictures of the BYOC (Bring Your Own Computer) Bundle, Budtender Stations, etc., visit our web stie or email [info@marijuanatech.com](mailto:info@marijuanatech.com) or call 213-435-7794 and ask for Chris.