

## General

Description and general terms for service package for maintaining, network access, service, support and supervision.

This is for non-Volvo dealers (called customer below). The description for Volvo dealers is in a separate document.

The customer who uses the system for washes, windshield washing fluid, fuel etc is called wash customers below.

## Scope of delivery

Kanard AB is supplying the services to administrate cards and payments such as Volvo cards and/or Credit Cards etc in card washes, truck washes, DIY halls, vacuum cleaners, gates, Water+Air cabinets and Windshield washing fluid terminals etc. Included is also cost and revenue administration for corporate internal washes, and discount and bonus system.

When Kanard AB supplies a system, some equipment (e.g. a card terminal) and the maintenance of it is included. The maintenance service package is described below.

This is included in the service package

- Costs for common server environment, for example:
  - Central logging of events, where production problems and wash customer problems or disputes can be traced and analyzed.
  - Central backup of transactions and statistics from Wash servers.
  - Central systems are redundant, and some are tripple redundant.
  - Key and PPL distribution for Credit Cards.
- Central application functions, such as:
  - Registry for individual wash types controlled per card.
  - Registry to handle preloaded, prepaid and give-away washes.
  - Registry to handle wash customer loyalty programs, like wash 4 times, and get the 5 time free.
  - Registry to administrate campaign codes.
- Telephone and e-mail support for all products.
- Supervision of network and wash equipment, card terminals, wash servers, wash hall doors, burglar-, manipulation-, and freeze alarms in Dealers buildings.
- Necessary upgrades of program in Card Terminals, Wash servers and other equipment from Kanard.
- Remote configuration of equipment at changes. Examples:
  - Change of functions in Card Terminal
  - Change in connected wash equipment
  - Reprogramming of wash programs
  - Change of IP addresses, locally or centrally
  - Change of network printers
  - Change of users
- Kanard is also maintaining other functions to improve reliability and resilience.
- Kanard is keeping spare parts for all Card Terminals manufactured from 1991 and later.
- Kanard can deliver cards (invoice cards, managers cards etc) to all Card Terminals manufactured from 1991 and later.

- Continuous program development that the Dealers can take advantage of in the program for program updates.
- When new card types are introduced they will be added to the system.
- Continuity. All new functions launched can also be used on old equipment.  
E.g. the card terminals installed 1992 are today running the latest software that can take Credit Cards and use centralized preloading.
- Kanard works proactive to keep the equipment secure and safe from viruses and hackers.
- Kanard is maintaining the equipment certified to the PCI DSS rules. PCI DSS is the security requirements to be allowed to handle Credit cards and card numbers.  
The PCI DSS requirements has among other things resulted in:
  - Change to certified routers.
  - Connected and logging burglar alarms for central systems.
  - New network architecture with new servers for web and central time synchronization.
  - Annual security auditing.
  - Introducing manipulation alarms on all equipment at Dealers premises, to stop the possibility for thieves to steal wash customers card numbers (also known as "skimming").
- Kanard has regular checkups of both the central and Dealers systems to detect future problems before the customers notice anything.
- Kanard administers a system to replace all equipment (especially hard drives) when they are closing in on their end-of-life. This is to reduce the risk of a hardware crash. The exchange is executed in a way that there will not be any downtime for the wash equipment, or loss of statistics or other data.
- Kanard has a support technician available for phone support.
- Kanard performs service on site or uses a replacement system. (Hardware is not covered by the service fee.)
- Prepared emergency routes for the network to establish alternative ways to reach card acquirers in case of disturbance in ordinary data network.
- Planning and evaluation of future system changes in cooperation with PSPs, Card Acquirers and Banks.
- Kanard is working for the wash sites to be consistent and having predictable services, which will make a unitary wash experience with a sense of safety as a result.
- Necessary work to keep the systems up and running is included.
- Prioritized service at time of disturbance.
- Discounted service for other types of work.
- 100 Standard Magnetic cards are included annually.
- Shared cost for Kanards common network access to the Dealers networks.
- Licenses for used software is included.
- Reconfiguration of Dealers equipment when changing ISPs and network suppliers.

## The customers responsibility

When there is a need for changes in the network, card system or other subsystems that the equipment from Kanard is dependent of, så should either the customer order these changes from e.g. the Card Acquirer, PSP, or Internet Service Provider according to instructions from Kanard, or give Kanard AB power of attorney to order these changes in the name of the customer.

When new functions is introduced or current functions are changed, regardless of if it is on Kanards or the customers initiative, the new or changed functions, and the total system should be tested by the customer before the system is allowed to start up again. In the cases where Kanard issues test instructions, these should be followed.

If discrepancies is discovered by the customer, either at regular self check or at daily use, the discrepancy should immediately be reported in writing to Kanard.

## Costs and payment

The cost of this service package is calculated per month and card terminal.

The cost is recalculated annually according to the factual costs and is divided upon the sites connected.

A Windshield washer fluid dispenser is calculated as a half Card Terminal.

A Card Terminal for Vacuuming, Water+Air, Gate etc is calculated as a 1/4.

Payment should be done at latest 30 days after invoice date. If no payment is received after one reminder, it is cause for early termination.

## Time of agreement and termination

One of the service packages is compulsory for equipment that is network connected. Without any service package the equipment and the services is not working.

The agreement time is calculated from the startup of network connected equipment or from 2007-01-01 whichever is latest.

The service fee is calculated per month rounded to the closest month at start. The fee is the invoiced quarterly in advance. After agreement it can be changed to semi annully instead.

Termination can be done to the next calender month with 30 days notice for both parties. For equipment connected after 2011-03-01 a minimum agreement time of 12 months is applied if the termination is because of the customer.

Termination should be done in writing.

If service fee is invoiced for a period after the end of the agreement, the remainder will be credited by Kanard.

These general terms is valid as a binding agreement after acceptance by the customer. The customer accepts the agreement by starting to use the equipment or paying an invoice for a service package.

A written agreement between Kanard AB and the customer has precedence over the general terms.

## Early termination

Either party has the right to terminate the agreement immediately

- if either party has significantly failed its responsibilities according to this agreement and not made correction, where possible, within 14 days after written notice from the other party. This includes non payment of an invoice after a notice has been sent.
- if the other party applies for bankruptcy or stops its payments, or is otherwise suspected insolvent.
- if the equipment from Kanard is permanently out of service or the controlled equipment is permanently out of service.

The service fee should be paid for current month and next month, also in the case of early termination. The possible minimum agreement time of 12 months applies in this case too.

## Limitation of responsibility

Kanard administers the card handling on the Dealers behalf, and is not a part in, or participant, in the payments between Dealer and Dealer's customers.

Kanards responsibility is always limited to the value of the service fee Kanard has invoiced the Dealer during the year.

Party in this agreement has only right to reimbursement for direct damages that the other party has caused by error or neglect, and therefore has no right to indirect costs, damages or losses, like defaulted proceeds, and other consequential damages.

## Hardware warranty

Kanard warrants material and installation for 2 years, and for 3 months for service, repair and additional software. In case of errors due to the installation the error is corrected on site during the warranty time. In case of warranty requests on part that can be removed or disassembled and which not results in a production stop, the new part is sent by mail to be replaced by the customer or a service representative. The replaced part shall be returned to Kanard within the shortest time of 30 days or remaining time of warranty period.

Some wear parts are excluded from warranty. Wear parts are for example printer ribbons, paper rolls, touch screens, magnetic cards, magnetic heads in magnetic card readers, chip connectors in chip card readers.

For components from Verifone their warranty rules and procedures apply.

For the warranty to be valid it is required that the equipment has been used in the intended way and that maintenance instructions has been followed, and that no invoice to the customer from Kanard is overdue.

## Merchant services

As an additional service can Kanard act as a PSP (payment service provider) with Volvofinans Bank as an acquirer for credit card transactions. Then this will be added:

To the service package the service PPL-server will be added.

An additional fee will be added to the service fee.

Commissions for different card types will be deducted from the payments according to Volvofinans price list. Kanard does not make any own commission deductions.

Payouts of acquired funds will be done approximately every 20. day. After the accounting has arrived from Volvofinans reconciliation and settlement will be done. In case of problems with the reconciliation the problem has to be addressed before the settlement can be done. At annual reconciliation and final reconciliation the processing time will be longer.

It is also possible to arrange selfretrieval of funds for a supplementary charge.

In case an invoice from Kanard to the customer is due and where a reminder is sent, and at final settlement, Kanard is entitled to payment for the invoice from the settlement funds.

Changes to rules or applications can come from Swedbank or Volvofinans. These changes are not Kanards responsibility.

If a credit card transaction is disputed by the wash customer or clearing (payment) does not go through, it is a matter between the customer and the wash customer. Kanard can not be held responsible for this. That means the customer takes the risk of credit card transactions.

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