



guest | METRICS



### GuestSnapshot Enrollment Form

#### Corporate Information

Enterprise Name _____	Address _____
Technical Contact _____	Address 2 _____
Email _____	City _____
Phone _____	State, Zip _____
Number of Locations _____	POS System _____

#### Location Information

Location Name _____	Location Name _____
Location Phone _____	Location Phone _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
POS System & Version _____	POS System & Version _____
Remote Access Method _____	Remote Access Method _____
IP Address or Dial-in # _____	IP Address or Dial-in # _____
Username _____	Username _____
Password _____	Password _____

Location Name _____	Location Name _____
Location Phone _____	Location Phone _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
POS System & Version _____	POS System & Version _____
Remote Access Method _____	Remote Access Method _____
IP Address or Dial-in # _____	IP Address or Dial-in # _____
Username _____	Username _____
Password _____	Password _____

Location Name _____	Location Name _____
Location Phone _____	Location Phone _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
POS System & Version _____	POS System & Version _____
Remote Access Method _____	Remote Access Method _____
IP Address or Dial-in # _____	IP Address or Dial-in # _____
Username _____	Username _____
Password _____	Password _____

If more than 6 locations, please attach list.

## TERMS & CONDITIONS

- 1. Product.** GuestMetrics will provide Client with an online customer insight product known as "GuestSnapshot." The product is provided to Client on the condition that client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile any GuestMetrics software ("Software") or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Customer acknowledges and agrees that GuestMetrics shall own all rights, title and interest in and to all intellectual property rights in this Service.
- 2. Warranties.** GUESTMETRICS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES PROVIDED WILL SATISFY CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE.
- 3. Damages and Disclaimers.** NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES. IN NO EVENT SHALL GUESTMETRICS BE RESPONSIBLE FOR MORE THAN THE AMOUNT PAID BY CUSTOMER FOR SERVICES AND SOFTWARE.
- 4. Client Obligation.** Client shall be responsible for obtaining and maintaining all hardware required to run the Software and use the Service, which shall consist of (a) a persistent connection to the internet and (b) a Point-of-Sale (POS) system compatible with the Software and the Service. The following outbound ports must be opened: 80, 443, 21, and 22. Client shall be responsible for timely preparing, at its cost, the site at which the Software will be installed, including the acquisition and set up of the Hardware. Client will inform GuestMetrics prior to upgrading POS system.
- 5. Security.** It is recommended Client maintain virus protection software and reasonable security for its on-site systems and on-site data, which may include firewalls, passwords, physical security, access control polices and the like.
- 6. Confidentiality.** Each party agrees to hold in confidence all information and material which is related to the other party's business or is designated as proprietary and confidential, herein or otherwise, by the other party in connection with the transactions contemplated by this Agreement. Each party agrees not to make use of such confidential information and material other than as set forth in this Agreement. Proprietary and confidential information includes information related to research, development, pricing, trade secrets, customer lists, or business affairs of the parties to this Agreement and also includes the terms of this Agreement, the Service and the Software. Notwithstanding the foregoing, either party may reveal to third parties solely the fact that it has entered into this Agreement with the other party and that the other party is a supplier or customer (as the case may be) of such party. The parties agree and understand that in the event of a breach of this provision, damages may not be an adequate remedy and the aggrieved party shall be entitled to injunctive relief to restrain any such breach, threatened or actual. Notwithstanding the foregoing, neither party shall be under obligations to hold any information confidential which (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party, (b) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure, (c) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. GuestMetrics reserves the right, subject to all applicable laws, to use, analyze, sell, license, provide and distribute the information that is created or collected through the Service and the Software; provided, however, that GuestMetrics may not sell, license or provide any such information to any third party without first removing or concealing the identity of the customers of clients or their personal information. The rights in this Section shall survive termination of this Agreement.
- 7. Dispute Resolution.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law. In the event of any controversy, dispute or disagreement between GuestMetrics and Client with respect to any matter arising out of or relating to this Agreement, both parties agree to attempt to settle the matter by mediation. If mediation is unsuccessful, the parties shall submit to binding arbitration under the rules and procedures of the American Arbitration Association, and the party which fails to prevail in such arbitration shall pay all the prevailing party's costs and expenses reasonably connected to such arbitration, including the prevailing party's attorney's fees. Arbitration shall take place in Virginia pursuant to Commonwealth of Virginia Law.

*I have read and agree to the Terms & Conditions as stated.*

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**FAX COMPLETED FORM TO 703.991.8719**