



## AGREEMENT A

This agreement entered into on the date set forth below by and between **Tech Solutions, LLC, an Ohio Limited Liability Company**, whose address is 658 N Main Street, Celina, Ohio 45822, Dan@InstantOrder.io (Email) referred to as "**Vendor**", and \_\_\_\_\_ (Business name), \_\_\_\_\_ (Business address), \_\_\_\_\_ (Email), \_\_\_\_\_ (Phone), hereinafter referred to as "**Client**".

In consideration of the terms and conditions set forth herein, Vendor agrees to provide to client a workable online ordering system known as "InstantOrder" for the Client's retail business(es).

Client agrees to pay Vendor the base sum of **\$400.00** for the system itself, which shall include loading of Client's menu information, prices, and photographs as desired by Client, along with iPhone and Android apps. Vendor further agrees to cover the hosting of the online ordering system. Client agrees to pay to Vendor the sum of **\$100.00** per month for the hosting of InstantOrder for Client's retail business. The support payments will begin the day that InstantOrder is launched for the client, or 30 days following the execution of this Agreement, whichever event occurs first. Said payment will be charged monthly thereafter via automatic bank withdrawals.

Client shall be responsible for providing timely menu information and photographs to Vendor, and agrees that the monthly support payments may commence as set forth above, even if the system has not yet been delivered, should it be determined that delay and delivery is due to Clients failure to provide timely information.

Client warrants to Vendor that any elements of text, graphics, photographs, designs, trademarks, editorial content, or other art work furnished to Vendor for inclusion within the system are owned by Client, or that Client has the authority from the rightful owners to use such elements, and will indemnify and defend Vendor from any claim or suit arising from the use of such elements furnished by Clients.

**The \$100 per month hosting fee is not an account management agreement and does not include services covered under Agreement C.**

All payments from Client shall be made by preauthorized automatic debit from Client's bank account. Should a transaction fail for any reason, Vendor will notify Client via email or phone, and if



Client does not remedy the failure within 30 days after receiving notice, the online ordering system will be deactivated.

Either party may terminate this Agreement upon 30 days written notice to the other, with the understanding that Client may not terminate until the initial system cost has been paid in full. Upon termination, the online ordering system will be deactivated.

Client acknowledges that it is responsible to have and remain in place virus protection software and security for all of its systems and data, which shall include firewalls, passwords, physical security, and access control policies. Protection of data on Client's computers is solely the Client's responsibility.

The parties hereto agree to maintain the confidentiality of all source materials and technology during the course of this Agreement and following termination.

This Agreement shall be interpreted in accordance with the Laws of the State of Ohio. The parties hereto agree that any dispute arising out of this Agreement shall be resolved by mediation, if possible. Any litigation arising out of, or any way relating to, this Agreement, shall have a venue in Mercer County, Ohio.

Client may not assign its interest in this Agreement without the express written consent of Vendor.

Executed in duplicate on the day and year corresponding to the parties' signatures.

**TECH SOLUTIONS, LLC**

Date: \_\_\_\_\_ Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

VENDOR  
REPRESENTATIVE

Date: \_\_\_\_\_ Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

CLIENT