



AGREEMENT C

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 Account Management to Client's InstantOrder online ordering system. Account Management includes: adding and updating pictures, changing prices, adding and changing products, specials and coupons.

Client agrees to pay Vendor **\$40.00** per month for Account Management service via automatic bank withdrawals. Vendor may still provide the above mentioned services to Client without an Account Management Agreement at the service rate of \$50 per ½ hour with a minimum base service fee of \$50.00.

All payments from Client shall be made by preauthorized automatic debit from Client's bank account. Should a transaction fail for any reason, Vendor must notify Client via email or phone, and if Client does not remedy the failure within 30 days after receiving notice, Account Management service will be discontinued.

Either party may terminate this Agreement upon 30 days written notice to the other via U.S Mail or email, with ensuing Client requested services performed billed at the hourly rate.

Clients 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 solely by Client, or that Client has the authority from the rightful owners to employ such elements, and will indemnify and defend Vendor from any claim or suit arising from the publishing of such elements furnished by Client.

Client acknowledges that it is solely responsible to have, and employ in perpetuity virus protection software and security that encompasses all of its systems and data. This



shall include, but is not limited to 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 in 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