

Products/ Services

Purchase Plan: \$1295.00 per POS
License fee per POS \$49.00 per month

Number of Point of Sales: _____

Number of PAX A35 _____

*** For all Purchases, each POS Bundle comes with one of each of the following:**

15.6' Touch Screen Display, Thermal Receipt Printer, Cash Drawer

Additional Options	Purchase		
	Qty	Unit	Subtotal
PAX A35		\$300	
Printer - (Impact Remote/Kitchen) Ethernet		\$375	
Printer (Impact Remote/Kitchen) Wifi		\$475	
Barcode Scanner Wireless		\$259	
Scale - POS Interface 30 lbs		\$400	
Wireless Access Points 1200 up to 3000 Sq Ft		\$150	
Label Printer		\$225	
Labels (1000 per roll)		\$12	
Menu Build:			
1-250 Items		\$150	
251 - 500 Items		\$395	
501 - 999 Items		\$495	
1000+ Items		\$795	
		Upfront Price: \$	



Shipping & Handling: \$100.00/ POS

I agree that I will be charged the amounts for the PCBancard services indicated in this section. I understand the first months' monthly license Fee plus shipping fees will be due at the execution of this Agreement and will be deducted from my bank account. I understand that each other monthly subscription fee will be due at the beginning of each service month during the Term and will be deducted from my bank account (All terms defined on the Terms of Service section).

Merchant: _____

Co- signer: _____

Merchant InformationCorporate Name("Merchant")
_____D/B/A
_____EIN
_____Activation Address
_____City, State, Zip
_____Phone Number
_____**Contact**Contact Name
_____Contact Email
_____Mobile Number
_____**Co-signer**Name
_____Address
_____Phone Number
_____**Electronic Funds Transfer**Name of Bank
_____Bank Routing Number
_____Name of Bank Account
_____Bank Account Number

Please verify the information above and indicate if is accurate by signing here.

Merchant: _____**Co-signer:** _____

• No security deposit required for qualified Merchants. Program begins with the first day of receiving equipment plus shipping fees payment.

A voided check must be provided with this signed Agreement for the program to begin

Terms of Service

1. Introduction. These Terms of Service (these "Terms") are incorporated into the Monthly Licensing Agreement (this "Agreement") made by and between PCBancard LLC, a NJ LLC ("PCB") and the Merchant signing this Agreement ("Purchaser") effective as of the date of Purchaser's signature of this Agreement (the "Effective Date"). Purchaser and PCBancard are the "Parties" to this Agreement. This Agreement, including, without limitation, these Terms will be binding on Purchaser upon Purchaser's execution of this Agreement. Purchaser waives the application of Purchaser's own terms of service and/or any other terms that conflict with this Agreement. In the event of any conflict between the terms on the face of this Agreement and these Terms, the terms on the face of this Agreement shall prevail.

2. Services. PCBancard shall provide Purchaser with the services set forth on the face of this Agreement (collectively, the "Services") , which may include, without limitation, the activation and provision of a high end, proprietary, Point-of-Sale (POS) system (the "OVVI System") to help automate and manage Purchaser's restaurant operations, Purchaser's training and support, and maintenance and other related services.

3. Equipment/Workstation. PCBancard agrees to use commercially reasonable efforts to fully activate the OVVI System at the Purchaser's location specified on the face of this Agreement within two (2) weeks. Purchaser acknowledges and agrees that PCBancard solely owns all right, title and interest in and to the OVVI System, and Purchaser has no right, title or interest in the OVVI System. Purchaser further acknowledges and agrees that during the Initial Term, Purchaser only owns the right and interest in and to the OVVI Workstation equipment/hardware (terminal, thermal printer, cash drawer) (collectively, the "Workstation") used by Purchaser once paid for in full. Purchaser shall not modify, reverse engineer, distribute, transfer, or allow access to by a third party, the OVVI System. Purchaser agrees to use the OVVI System only for business purposes at the Purchaser's location specified on the face of this Agreement. No Refunds or Returns will be accepted unless the equipment is faulty due to no part of the Purchaser.

4. Exclusive Processing Requirement.

(a) Approved Processing Services. Purchaser's use of the Equipment requires exclusive use of the Processing Services provided by PCBancard (a "PCBancard Processing Partner"), at all times. For the term of this Agreement, Purchaser is obligated to use PCBancard for processing. Purchaser agrees not to use credit, debit, electronic payment, or gift card processing services from any provider except PCBancard. By entering into this Agreement, and as a condition precedent to PCBancard providing Equipment to Purchaser, Purchaser agrees to enter into a Merchant Processing Agreement with a PCBancard.

(b) Failure to Process with PCBancard. If at any time after the Commencement Date Purchaser ceases to use a PCBancard Processing Services, in whole or in part, then Purchaser will incur a fee of \$75.00 per POS for each 30-day period that said Processing Services are not used ("Inactivity Fee"). The

Inactivity Fee is in addition to any other fees or charges incurred for the service, and shall be due by ACH withdrawal. Notwithstanding the foregoing, PCBancard reserves the right to terminate this Service Agreement or suspend Purchaser's access to the Equipment and/or Software for Purchaser's intentional non-use of approved Processing Services. PCBancard also specifically reserves the right to stop the Software from functioning and/or revoke the Software License in the event Purchaser is in breach of this section.

5. Term & Termination.

(a) Term. This Agreement shall commence upon the date that PCBancard ships the equipment to Subscriber (the "Commencement Date"). This Agreement shall continue for a period of three (3) years from the Commencement Date (the "Initial Term"), and then shall automatically renew for an additional one.

(1) year period on each anniversary of the Commencement Date (each an "Additional Term") until a Party provides the other Party with written notice of its desire to terminate this Agreement at least thirty (30) days prior to the end of such Additional Term, in which case this Agreement shall terminate at the end of such Additional Term. The Initial Term and all Additional Term(s) are, collectively, the "Term".

(b) Termination Prior to Hardware Installation. Purchaser shall have the right to terminate this Agreement, for any reason, at any time prior to the hardware installation ("Pre-install Cancellation"). A Pre-install Cancellation will incur a Re-stocking Fee equal to \$150.00 per POS.

(c) Out of Business Termination. Notwithstanding anything in this Agreement to the contrary, in the event that Subscriber goes out of business prior to the end of the Initial Term, Purchaser shall be released from making the remaining licensing payments owed for the remaining portion of the Initial Term provided that Purchaser is in full compliance with this agreement

6. Payment. The face of this Agreement shall constitute an invoice for payment for the Services. Purchaser shall pay PCBancard, with time being of the essence, all amounts due for the Services as set forth on the face of this Agreement, or as otherwise provided in an invoice. All payments made to PCBancard are fully earned and non-refundable. Unless expressly stated otherwise on the face of this Agreement, the fees for the Services are exclusive of all taxes, license fees, registration fees, and permit fees (collectively, "Taxes"). Purchaser shall be solely responsible for paying any applicable Taxes. Purchaser's failure to timely pay for any Services shall subject Purchaser to a late fee of 5% of each payment, minimum of \$35, for each occurrence in a calendar month Purchaser shall reimburse PCBancard for all expenses, including without limitation, all collection costs, courts costs, and reasonable attorney fees, incurred in collecting any payment due from Purchaser. The person signing this Agreement on behalf of Purchaser personally guarantees all payment and performance obligations of Purchaser under this Agreement, and if Purchaser defaults on any such obligations, such person shall be personally liable and responsible for the full satisfaction of such obligations. In accordance with PCBancard's current billing policy, which may change from time to time, Purchaser shall be charged for the equipment purchased in addition to any shipping and other upfront purchases on the Execution Date. The next billing cycle for the licensing fee will then start as of two (2) weeks after the Commencement Date or the installation date of the hardware, whichever comes first ("First Billing Date"). If the First Billing Date falls on a date other than the first of a given month, PCBancard, in its sole discretion, may choose to prorate Purchaser's monthly payment accordingly ("Pro-rated Monthly Bill"). If the first bill is a Pro-rated Monthly Bill, the first monthly payment collected at the time of execution shall be applied to the first-occurring full month following the pro-rated month.

Terms of Service

7. No Warranty & Limitation of Liability & Indemnification. PCBancard makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the Services, their merchantability, their fitness for a particular purpose, and/or that the Services will be error- free. Subscriber accepts the Services "As Is." In no event shall PCBancard or any of its members, managers, shareholders, directors, officers, employees, contractors, agents, successors, or assigns (collectively, "PCBancard Affiliates"), be liable to Subscriber or any third party for any incidental, consequential, special, exemplary, or indirect damages, or lost business profits. Furthermore, PCBancard Affiliates' aggregate liability to Subscriber and/or any third party shall be limited to the amount of payment actually paid by Subscriber to PCBancard under this Agreement during the six (6) month period occurring immediately before the event giving rise to the liability. No suit or other action may be brought against any PCBancard Affiliate more than one (1) year after the occurrence of an event giving rise to such liability Subscriber agrees to indemnify, hold harmless and defend each PCBancard Affiliate from and against all claims of any nature whatsoever brought by any third party that is in any way related to the Services, this Agreement, and/or Subscriber's negligence.

8. Breach by Subscriber. In addition to the other remedies provided in this Agreement or otherwise available under applicable law, in the event that Subscriber is in breach of this Agreement, PCBancard may demand the return of the HotSauce System and require that Subscriber pay the remaining balance due during the Term.

9. Support & Maintenance. Subscriber is entitled to any support & maintenance services included in the selected Subscription plan (refer to the Products/ Services section of this Agreement). Support & maintenance under this Agreement will be subject to the same terms & conditions as HotSauce's Software Support program and Hardware Support program. Subscriber shall be charged for any damage to the Software or Hardware caused by the negligence of Subscriber or Subscriber's employees, agents or invitees.

10. Miscellaneous. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of New Jersey, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding arising out of or in any way related to this Agreement shall be brought in any state or federal court within the State of New Jersey. Subscriber may not assign or transfer this Agreement without PCBancard's prior written consent. This Agreement reflects the entire agreement between the Parties, and cannot be amended except through a signed writing by both Parties. Any delay or non-- enforcement of this Agreement does not constitute a waiver of this Agreement or of any of its provisions. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be transmitted and/or signed by facsimile, scanning the signature into PDF format and transmitting by email, digital signature, electronic signature, clicking a box, signing a portable computer or hand held device, or by any other commercial reasonable means of acknowledging acceptance of this Agreement, and the effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all parties to this Agreement. Notwithstanding the termination of this Agreement, Sections 1, 3, 5, 6, 7, 8, 9 and 10 of these Terms shall survive the termination of this Agreement and shall remain in full force and effect.

I have read, understand and agree to the terms and conditions of this Agreement. I hereby authorize PCBancard LLC to withdraw funds from the bank account provided in this Agreement to satisfy the payment obligations described in this Agreement, pursuant to the limitations provided in this Agreement.

Subscriber Signature: _____ **Print Name:** _____ **SSN:** _____ **Date:** _____