

Agreement for Services

**** SAMPLE AGREEMENT ****

Business Name: **Acme Corporation**

Contact Full Name: **Joe Customer**

Phone: **888.555.1212**

Address: **123 Main Street**

City: **Anywhere**

State: **New York**

Zip: **55555**

Dear **Joe Customer**, we have written this agreement in simple and easy to read language because we want you to understand its terms. Please read your copy carefully and feel free to ask us any questions you may have about it. We use the words "you" and "your" to mean you, the customer. The words "we", "us" and "our" refer to Xenios, LLC., its successors and/or assigns. The word "Agreement" refers to this Agreement.

1. AGREEMENT: We agree to provide you with the equipment, upgrade, and services listed on Quote #: **123456 (2touch installation)** for **\$999.99**, as outlined in the aforementioned quote. You acknowledge that you will not receive ownership of the System provided by us and shall be considered a licensed user for the duration of the contract valued at **\$999.99** for **\$999.99**.

2. TERM: The license term shall be for a period of three years that commences on **01/01/2020** or when it is signed by you and accepted by us, and upon satisfaction by you of your obligations hereunder, you may claim title to the system by purchasing the system from us for \$100.00 at the conclusion of the license term.

3. PAYMENT PROCESSING: By signing this Agreement, you authorize us to process payments through 2touch payment processing. You acknowledge and agree that all payment processing fees associated with this Agreement shall be charged in accordance with the rates set forth on Schedule A, attached hereto and incorporated herein by reference.

4. EQUIPMENT DELIVERY, INSTALLATION TIMEFRAME, AND CLIENT RESPONSIBILITIES:

4.1 Equipment Provision and Client's Responsibility: The Company agrees to deliver the specified POS (Point of Sale) equipment to the Client at no upfront charge as a component of this Service Agreement. Upon receiving the equipment, the Client acknowledges their sole responsibility to facilitate and complete the installation in a timely manner.

4.2 Installation Deadline: The Client agrees to complete the installation of the provided POS equipment within a span of thirty (30) calendar days starting from the date of equipment delivery.

4.3 Failure to Install and Financial Liability: Should the Client fail to cooperate with the Company's efforts to complete the installation within the thirty (30) calendar day timeframe, the Client shall incur a financial liability equal to the full market value of the delivered equipment. This cost will be calculated based on the pricing terms specified in Section 2 of this contract. An invoice shall be generated, with payment due within thirty (30) calendar days from the invoice date.

4.4 Notification of Anticipated Delays: In circumstances where the Client foresees potential delays that would obstruct adherence to the installation deadline set in Clause 3.2, they are obligated to immediately inform the

Company in writing. This communication should elaborate on the reasons for such delay and furnish an updated estimated timeframe for installation completion.

4.5 Additional Penalties: Failure to remit the due payment within the prescribed thirty (30) calendar days, as stipulated in Clause 3.3, may result in the imposition of late fees, interest charges, or other penalties as outlined elsewhere in this Service Agreement.

4.6 Amendment and Waiver: Any waiver or amendment of any provision contained in Section 4 must be put in writing and duly signed by authorized representatives of both the Company and the Client.

5. MAINTENANCE: Upon completion of installation and processing the first live credit card transaction provided the System is substantially in working order, you certify acceptance of the system. Terms regarding the maintenance of the System shall be set forth in a separate agreement between the parties. The client is responsible for the proper use and maintenance of the hardware and software provided by Xenios, LLC. and agrees to notify Xenios, LLC. immediately in the event of any malfunction, damage, or loss of the equipment.

6. LOCATION AND OWNERSHIP: You will keep and use the System only at the address shown above (the "Premises"). If the System is to be installed at a different address, indicate that address on a Schedule to be attached hereto. You agree that the System will not be removed from the premises during the term of this agreement unless you obtain our written permission in advance to move it. We are the owner and have title to the System under this agreement until you complete all the obligations and agreements hereto. You agree that you will keep the System free from any legal process or lien whatsoever, and you will give us notice if any legal process or lien is asserted or made against the System.

7. WARRANTIES: Warranties of the System shall be set forth by the manufactures policies of each product and your 2touchPOS service status.

8. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by the installation or use of the System. You agree to indemnify us against, and hold us harmless from, any and all claims, actions, Suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising Out of, connected with, or resulting from your use of the System, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the System. This indemnity shall continue even after the term of this Agreement has expired.

9. RISK OF LOSS: In the event of any damages or loss of the equipment provided by Xenios, LLC. the client shall be responsible for reimbursing Xenios, LLC. for the replacement cost of the equipment at current market rates. You shall bear all risks of direct physical loss of, or damage to the System. This occurrence of any loss or damage to the System shall not relieve either you or us of our obligations as set forth elsewhere in this Agreement.

10. INSURANCE: As a condition of this Agreement, you are required to maintain all-risk insurance coverage for the System, with a policy limit equal to the full replacement value of the System. Xenios, LLC. should be named as the loss payee under the policy. Additionally, you are required to provide combined public liability and property damage insurance, with limits approved by us, naming Xenios, LLC. as an additionally named insured and loss payee. The insurance policy must be issued by a company reasonably acceptable to us and provide at least thirty (30) days' advance written notice to us of any cancellation, change or modification. The policy should provide primary coverage for the protection of Xenios, LLC., regardless of any other coverage carried by you or by us protecting against similar risks. Upon request, you must provide us with an original policy or certificate evidencing such insurance. Failure to provide acceptable evidence of insurance may result in us buying such insurance on your behalf and adding a charge to your monthly service payments, including the premium cost, costs associated with effecting the insurance and a carrying charge of 1.5% per month on the unpaid premium cost, or the highest rate allowed by applicable law, whichever is lower. This insurance provision shall remain in effect for the entire term of this Agreement.

11. TAXES AND FEES: You agree to pay when due, all taxes, fees, fines, and penalties relating to this Agreement. If we pay any of the above for you, you agree to reimburse us on demand. Where applicable, estimated taxes and fees may be billed monthly based on historical data.

12. ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR SUBRENT THE SYSTEM. We may, without notifying you, sell, assign, or transfer this Agreement and ownership of the System, and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. Any such assignment, sale, or transfer of this Agreement and the System will not relieve us of our obligations to you under this Agreement. You agree that the rights of the new lessor will not be subject to any claims or defenses that you may have against us.

13. DEFAULT: If payment processing for the System is not operating for a period of 10 days of interruption without notification, it will be considered default. In the event of default, we may, at our option, exercise any or all of the following remedies: (1) render the System unusable until we receive payment in full; (2) demand immediate full payment of all amounts owed under this Agreement; (3) sue for and recover all service fees, and other payments then accrued or thereafter accruing; (4) terminate this service agreement; (5) calculate the average monthly payment for the previous three (3) months of payment processing usage and multiply that amount by the remaining months in the contract period. The resulting amount will be due immediately as a remedy for default. If we must take possession of the System, you agree to pay the cost of repossession, including any travel, lodging, or professional services fees. In addition to the foregoing, we retain the right to pursue any other remedy at law or in equity. All of our remedies are cumulative and may be exercised concurrently or separately."

14. BANKRUPTCY: Neither this Agreement nor any interest herein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against you, or if you are adjudged insolvent, or if you make any assignment for the benefit of your creditors, or if a writ of attachment or execution is levied on the System and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which you are a party with authority to take possession or control of the System, we shall have and may exercise any one or more of the remedies set forth in paragraph 15 hereof; and this Agreement shall, at our option, without notice, immediately terminate and shall not be treated as an asset of yours.

15. FORCE MAJEURE: Our performance shall be adjusted or suspended to the extent performance is beyond our reasonable control for reasons including, without limitation, the following: strikes, work stoppages, fire, water, flood, lightning, governmental action, acts of God or public enemy, delays of suppliers, subcontractors, power companies, local exchange companies, or other carriers.

16. MISCELLANEOUS: (A) This Agreement is governed by the laws of the State of New York, and venue for any suit involving this transaction shall be in the State and Federal Courts located in Monroe County in the State of New York. (B) In the event any provision is found to be illegal or unenforceable, the same shall not affect any other part of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, covenant or condition had never been contained herein. (C) The waiver by either party of any default will not operate as a waiver of a subsequent default. (D) Except as provided herein, each provision, covenant and condition contained in the Agreement shall inure for the benefit of and be binding upon, the parties to this Agreement, their respective assigns and successors in interest. (E) If more than one Customer executes this Agreement, they do so jointly and severally. (F) Titles used in this Agreement have no legal meaning of any kind and are for the convenience of the parties only. (G) All documents attached hereto shall be incorporated herein for all purposes. (H) This Agreement shall not become binding upon us until executed by an authorized officer of Xenios, LLC.. (I) You will pay all our costs and expenses, including reasonable attorney's fees incurred in enforcing this Agreement.

17. EXECUTION: You agree to all the terms and conditions above and in the attached documents or on any Schedules to this Agreement. You agree to make all payments under this Agreement directly to Xenios, LLC.. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree



Xenios llc.
55 Webster Commons Boulevard
Webster, NY 14580
Phone: (888) 756-7994
Email: Info@2TouchPOS.com

that the System will not be used for personal, family or household purposes. I acknowledge that I have received the designated documents.

Signature:
X

The undersigned hereby states that he or she is authorized to encumber the customer establishment and agrees to all the terms and conditions set forth in this Agreement and any documents incorporated herein by reference.

Acknowledged and Accepted By:
Customer: **Acme Corporation**

Address: **123 Main Street**
Anywhere, New York, 55555

THE UNDERSIGNS HEREBY STATES THAT THEY ARE AUTHORIZED TO ENCUMBER THE ESTABLISHMENT AND AGREES TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH ON THIS AGREEMENT (AND ANY SCHEDULE TO THIS AGREEMENT)

By: **Joe Customer**

Signature:
X

Title: **Owner**

Date: **01/01/2020**



Pricing Agreement: Schedule of Fees

This document is a part of the Pricing Agreement between Xenios, LLC. and **Acme Corporation**, dated **01/01/2020**. The following is a schedule of fees for the services provided by Xenios, LLC. as agreed upon by both parties.

Price Line Item	Fee
Capture Sales Volume	\$0.99 **** SAMPLE PRICING ****
Authorization	\$0.99 **** SAMPLE PRICING ****
Reverse Authorization	\$0.99 **** SAMPLE PRICING ****
2touch Rate	\$0.99 **** SAMPLE PRICING ****
2touch Ea Authorization	\$0.99 **** SAMPLE PRICING ****
Risk Management Rate	\$0.99 **** SAMPLE PRICING ****
Activation	\$0.99 **** SAMPLE PRICING ****
Arbitration	\$0.99 **** SAMPLE PRICING ****
Chargeback	\$0.99 **** SAMPLE PRICING ****
Support Repeating	\$0.99 monthly **** SAMPLE PRICING ****
Withdraw	\$0.99 per transaction **** SAMPLE PRICING ****
Retrieval	\$0.99 **** SAMPLE PRICING ****
Refund	\$0.99 **** SAMPLE PRICING ****
Interchange	\$0.99 **** SAMPLE PRICING ****



Quote #: 123456 (2touch installation)	Amount
Detail Amount	\$0.99 **** SAMPLE PRICING ****
Discount	\$0.99 **** SAMPLE PRICING ****
Tax	\$0.99 **** SAMPLE PRICING ****
Pre-Freight Amount	\$0.99 **** SAMPLE PRICING ****
Freight	\$0.99 **** SAMPLE PRICING ****
Total Amount	\$0.99 **** SAMPLE PRICING ****