

Agreement for Installation of Point of Sale System and Rendering of Services

This Agreement for Installation of Point of Sale System and Rendering of Services (hereinafter referred to as the "Agreement") is made as of this 17 day of May, 2016 by and between: [REDACTED] Inc., having its main office at [REDACTED] St. Brooklyn, NY 11216, and hereinafter referred to as the "Customer", for long term use by the Customer of goods provided by the Seller to the Customer and for purchase of goods and services by the Customer from the Seller.

Now, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the existence and sufficiency of which is hereby acknowledged by the Seller and by the Customer, the Seller and the Customer agree as follows:

1. Definitions.

1.1. "Point of Sale" or the "POS" shall mean any combination of hardware and/or software which the Customer receives into long term use, and/or partially or in full purchases according to this Agreement from the Seller, and includes, with no limitations, any and all improvements, installations, accessories installed and/or services of the Seller (work done by the Seller at the premises of the Customer or/and outside of the premises of the Customer). "Hardware" included in the POS shall mean computers, printers, touch screen monitors, monitors, keyboards, routers, card readers, servers, cash drawers, switches, network cables and/or any other equipment. "Software" included in the POS shall mean operating systems, Aldelo® POS software and/or antivirus and/or gift card and/or merchant and/or any other software provided by third parties, and/or any designed and/or modified by the Seller software with all appropriate updates and/or upgrades and/or modifications and/or customizations.

1.2. "Customer" shall mean also any and all sponsors, partners, principals, contractors, sub-contractors and affiliates of the Customer.

1.3. "Authorized Merchant Company" shall mean the company authorized by the Seller to provide merchant services to the Customer. "Merchant Contract" shall mean the contract between the Customer and merchant company authorized by Seller for the purpose of providing of merchant services to the Customer. As of the date first above written the company authorized by Seller is Unified Payments, LLC (Attachment #1 to this Agreement) but may be changed at a future time by Seller at his own discretion in which case Customer will need to reengage into a new Merchant contract.

1.4. "Monthly Fee" shall mean the fee paid every month by the Customer to the Seller. Fee becomes due on the First Day of month for the current month. This fee may be collected by a third party merchant company authorized by Seller (Unified Payments, LLC).

1.5. "One Time Fee" shall mean the fee being paid once should the Customer decide to purchase any office supplies, additional components of the POS, or order customization (except initial) or modification of the POS from the Customer, or if the POS should be retained in case it is damaged by the fault of the Customer.

2. References in the Agreement.

2.1. Any reference to the "Agreement" shall mean a reference to this Agreement including also any and all Exhibits, Addendums, Attachments and Schedules with all amendments, pertaining to this Agreement.

2.2. Reference to any Exhibit, Addendum, Attachment and Schedule to this Agreement shall mean Exhibit, Addendum, Attachment or Schedule to this Agreement, and they become a part of this Agreement after made in writing between the Customer and the Seller.

2.3. Any reference to a "Party" shall mean a Party to this Agreement: either the Seller or the Customer.

2.4. Any reference to the "Parties" shall mean both Parties to this Agreement: the Seller and the Customer.

2.5. Reference to singular includes plural and vice versa.

2.6. When a number mentioned, then "up to" shall mean "up to and including"; "from" shall mean "from and excluding"; and "over" shall mean "over and excluding". When a date mentioned, then "from" means "from and including"; and "to" or "until" means "to but excluding".

2.7. Reference to any gender includes references to any other genders.

2.8. "Hereinafter" and/or words of similar meaning are always considered pertaining to the whole Agreement and all paragraphs, sub-paragraphs and provisions of this Agreement.

2.9. Reference to "fax" shall mean reference to "facsimile"

2.10. Reference to any paragraph or sub-paragraph of this Agreement involves also references to all sub-paragraphs of that paragraph.

2.11. Reference to the "term" of this Agreement shall also involve a reference to all renewal terms of this Agreement.

2.12. Reference to "written" shall mean reference to original document or its copy delivered electronically by fax or email, or by mail (including first class mail, certified mail, mail with return receipt and any other expedited delivery).

2.13. Reference to "default" shall mean reference to default of the Customer according to this Agreement.

Seller Initials:

Customer Initials: E. J.