



SERVICE AGREEMENT

FOR

LESS PAPER CO. CO.

A Florida Corporation

THIS SERVICE AGREEMENT ("Agreement") is entered into this ___ day of _____ (the "Effective Date"), by and between LESS PAPER CO. CO., a Florida corporation, having its principal address at 4000 18th St SW, Lehigh Acres, Florida 33976 ("Less Paper Co.") and _____ whose address is _____ ("Client").

1. Recitals.

- a. WHEREAS, Less Paper Co. and Client wish to enter into this Agreement in order for Less Paper Co. to provide Services (defined as any and all work set forth on the attached Estimate/Scope of Work incorporated herein as Schedule A) to the Client in accordance with the terms and conditions of this Agreement, and;
- b. WHEREAS, the parties wish to set forth their respective obligations to one another pursuant to this transaction;
- c. NOW THEREFORE, the parties agree to abide by the following terms of this Agreement:

1. Estimate/Scope of Work.

- a. This Agreement and schedules attached hereto, if any, are accompanied and should be read in conjunction with the Estimate/Scope of Work executed by Client, which in conjunction represent the entire agreement and understanding between the Client and Less Paper Co. concerning the subject matter hereof and supersede all prior agreements, negotiations and understandings of the parties. The Estimate/Scope of Work is attached to this Agreement as Schedule A.
- b. Additions or modifications to the Estimate/Scope of Work may be added to this Agreement after the Effective Date by the mutual written agreement of the parties, which agreement will be evidenced by mutual

execution of the new or amended Estimate/Scope of Work. Each and every new or amended Estimate/Scope of Work shall be subject to the terms and conditions of this Agreement.

2. Delivery of Services

- a. Client authorizes and engages Less Paper Co. to perform the Services as agreed under the Estimate/Scope of Work executed by Client in accordance with the terms of this Agreement. Less Paper Co. will provide Client with Services as agreed by the parties and based on information, data, input and guidelines provided by Client.
- b. Less Paper Co. agrees to provide Services in a professional and workmanlike manner and shall provide qualified and trained personnel to render such Services and to host Services on its virtual servers with a 99.9% uptime guarantee. Less Paper Co. further agrees to act as consultant and to advise Client with respect to the development of Services. Client agrees that any written or oral consultation provided by Less Paper Co. is advisory, involving Less Paper Co.'s judgment based on education and experience, and that there is no guarantee of any particular result to Client.
- c. Less Paper Co. agrees to commence the provision of Services within three (3) days of the Effective Date of this Agreement unless otherwise agreed to in writing by the Client.
- d. Less Paper Co. agrees to use commercially reasonable efforts to deliver Services in a reasonable timeframe depending on each service and product and as it may be agreed to by the parties. However, Client understands and agrees that completion times for software development and services may vary depending upon the complexity of the project, the timeliness of communication with the Client, and other factors, and that, as such, there are no guarantees as to the date of completion. Client agrees to cooperate and assist Less Paper Co. by meeting its obligations, including without limitation, providing input, ideas, and approvals as needed.
- e. Client understands and agrees, as set forth above, that completion times for software development and services may vary. However, Less Paper Co. estimates that the work should be completed within the following timeframe:

Client further understands that this timeframe is an estimate only, and can vary based upon the systems development process and

collaboration with the Client during development. Client understands and agrees that the estimated time frame for completion in this clause is not binding, and that failure of Less Paper Co. to be able to deliver the completed project within this time frame does not constitute a breach of this agreement.

2. Price.

a. As consideration for the provision of Services by Less Paper Co., the price for the provision of Services is as follows:

b. Monthly Subscription Fees:

i. Subscription Fees:

1. Base Monthly Rate:

2. Included Users:

3. Each Additional User Monthly Rate:

ii. The Client understands that if the pricing above is noted differently on the attached Estimate/Scope of Work, that the Estimate/Scope of work pricing controls.

iii. The Client understands and agrees that Less Paper Co. may change monthly subscription pricing at any time with sixty (60) days written notice to the Client.

iv. All services will be rendered on a month-to-month basis.

v. The Client may not change to a lower-tier subscription plan for the first six (6) months of Services.

3. Payment. The Client shall pay the fees set forth below to Less Paper Co. in accordance with the following payment schedule:

a. Set Up Fee:

i. No Payment Plan:

1. Fifty percent (50%) of the Set Up Fee should be paid up front to Less Paper by the Client prior to the commencement of system development.

2. The remaining fifty percent (50%) of Set Up Fee is to be paid by the Client upon completion of system development and prior to full access to services provided by Less Paper to the Client.

ii. Payment Plan:

1. Should the Client wish to be set up with a payment plan, the Client shall pay thirty percent (30%) of the Set Up Fee

up front prior to the commencement of system development.

2. There will be a ten to fifteen percent (10-15%) convenience fee added to the total Set Up Fee for Client's who wish to utilize a payment plan, dependent on the length of the payment plan.

3. The Client agrees to continue to utilize Less Paper's Services for a minimum of the length of time the payment plan is in effect, notwithstanding any termination or cancellation provisions included in this Agreement that might otherwise permit earlier termination.

4. The remaining seventy percent (70%) of the Set Up Fee must be paid by the Client over the course of the Monthly Subscription payments along with the Monthly Subscription Fees set forth in this Agreement.

- a. Convenience Fee:
- b. Initial Deposit:
- c. Monthly Payments:

iii.	Other	Setup	Fee	Payment	Structure:

- b. Monthly Subscription:
 - i. The initial Monthly Subscription Fee must be paid up front by the Client prior to the commencement of Services.
 - ii. This initial Monthly Subscription Fee payment will be applied to the first thirty (30) days of subscription following completion of system development.
 - iii. Future Monthly Subscription Fees shall be paid by the Client on a monthly basis on the calendar day of the anniversary of completion of system development. (Ex. If system development is complete on February 15, subsequent Monthly Subscription Fee payments shall become due on the 15th of each month thereafter.)

- c. Total Down Payment:
 - i. Set Up Fees Deposit: _____
 - ii. 1st Month Subscription: _____
 - iii. TOTAL DOWN PAYMENT: _____

- d. Less Paper Co. shall invoice the Client for Services it has provided and Monthly Subscription Fees via email.

- e. Client agrees to pay all invoices automatically via ACH or credit card. A ACH Authorization Form & a Credit Card Authorization Form is attached hereto as Schedule B.
 - f. All Monthly Subscription Fees, fees due under Section 5(b) above, and fees for changes and additions to the system are final and non-refundable with the exception of the 100% satisfaction guarantee.
3. Taxes. Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature assessed on the services and products, including taxes any government agency assesses on tangible personal property acquired by Less Paper Co. for use by Client, including without limitation, film, photographs, illustrations, and printing.
4. Expenses. Client shall reimburse Less Paper Co. for expenses that are reasonably incurred by Less Paper Co., and as it may be agreed in writing by the parties, in the performance of this Agreement.
5. Use of Copyrighted Materials. Client and Less Paper Co. guarantee that any materials provided for use in the performance of this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act, trade secrets laws, or any other similar law. The party providing the material shall be solely responsible for ensuring that any materials provided satisfy this requirement. The party providing the material agrees to hold the other party, its officers, managers, employees and agents harmless from, and indemnify them for, any and all liability or loss, which that other party is exposed, including without limitation reasonable attorneys' fees and costs, due to the providing party's failure to perform the duty specified herein.
6. Independent Contractor Status. Client and Less Paper Co. agree that Less Paper Co. shall act as an independent contractor and that no employer-employee relationship, joint venture, partnership, or agency relationship is created by virtue of entering into this Agreement and the Estimate/Scope of Work. __
7. Ownership of Work-Product.
 - a. Client agrees that the services and products conceived, developed, written or otherwise provided by Less Paper Co. to Client pursuant to this Agreement, the Estimate/Scope of Work and any other agreements entered into by the parties in writing shall belong to and be the sole property of Less Paper Co. unless otherwise agreed to in a separate writing by the parties.
8. Confidential & Proprietary Information - Definitions.

- a. "Proprietary Information" shall mean any information relating to the business of Less Paper Co. or Client and shall include, but shall not be limited to, business plans, formulas, proposals, marketing and sales plans, financial information, costs, pricing information, customer information, and all methods, concepts, products or ideas in or reasonably related to the business of Less Paper Co. or Client.
- b. "Confidential Information" shall mean (i) information contained in any materials marked or designated as confidential that are delivered to Less Paper Co. or Client pursuant to this Agreement; (ii) any and all Proprietary Information; (iii) information pertaining to any aspect of either party's business which is not known by actual or potential competitors of the such party or by the general public whether of a technical nature or otherwise and (iv) all information protected as trade secrets under Florida law.

9. Representations & Warranties.

- a. Client represents, warrants and covenants to Less Paper Co. that (i) Client is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) the execution and delivery of this Agreement has received all necessary corporate approval and this Agreement constitutes the valid and binding obligation of Client, enforceable against Client in accordance with its terms, except when limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights; (iii) Client owns all right, title and interest in, or has full and sufficient authority to use in the manner contemplated by this Agreement, any materials or data furnished by Client to Less Paper Co.; (iv) Client shall comply with the terms and conditions of any licensing agreements which govern the use of third party materials (i.e., artwork, photos, sound, video or other materials owned by third parties); (v) Client shall comply with the applicable foreign, international, federal, state and local laws, statutes, codes, rules, administrative orders, regulations and ordinances as they relate to this Agreement and the services and products provided hereunder; (vi) to the best of Client's knowledge, the materials provided by Client for use under this Agreement do not infringe the copyright, trademark or other intellectual property rights of any party, or constitute defamation, invasion of privacy, or the violation of any right of publicity or any other right of any party; and (vii) Client has or will secure all necessary consents, permissions, clearances, authorizations and waivers for the use of such materials or other materials owned by third parties provided to Less Paper Co. hereunder.

- b. Less Paper Co. represents, warrants and covenants to Client that (i) Less Paper Co. is a corporation duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution and delivery of this Agreement has received all necessary corporate approval, and this Agreement constitutes the valid and binding obligation of Less Paper Co. enforceable against Less Paper Co. in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights; (iii) Less Paper Co. shall perform the services and products hereunder in a professional and workmanlike manner and in accordance with all reasonable professional standards for similar services and products; (iv) except for materials owned by third parties and those materials owned by Client provided to Less Paper Co. in the performance of this Agreement will be the original work of Less Paper Co. or the work of its independent contractors. If the services and products include the work of independent contractors, Less Paper Co. shall have agreements in place with such third parties containing provisions assigning all necessary rights, title and interest in, to and under the services and products sufficient for Less Paper Co. to grant the ownership interest and licenses that it purports to grant to Client hereunder. To Less Paper Co.'s knowledge, the final service and product do not infringe upon or violate any U.S. patents or trademarks issued as of the Effective Date, or any U.S. copyright, trade secret, or privacy right of any third party, except to the extent that such infringement is caused by materials provided by client or Client's own modifications of such final services and products.
- c. Less Paper Co. warrants and represents that, during the term of this Agreement, it will perform bug fixes, support, and warranty in a timely manner and without additional cost to the buyer outside of the fees set forth in this Agreement.
- d. Less Paper Co. agrees to perform all Services using their own resources and will not outsource any work without prior written notice to the Client.

4. 100% Satisfaction Guarantee.

- a. Less Paper Co. agrees to provide a limited 100% Satisfaction Guarantee to Client in accordance with the following terms:
 - i. At any time during the initial development of the system or within seven (7) days of completion thereof, Client may contact Less Paper Co. in writing if Client is not happy with the Services provided by Less Paper Co..

- ii. Upon receipt of written notice of Client's intent to invoke this provision, Less Paper Co. agrees to take any reasonable steps to ensure that the Services provided meet the Client's needs and specification in accordance with the Estimate/Scope of Work.
- iii. If, after Less Paper Co. takes such reasonable measures to ensure that the Client is satisfied with Less Paper Co.'s services, the Client feels that Less Paper Co. is unable to satisfy their needs, Client may then request a 100% refund of any deposits and payments made to date.
- iv. Upon issuance of any refund in accordance with this provision, Less Paper Co. will immediately cease any and all Services to Client.
- v. This provision is only applicable to new Clients of Less Paper Co., and is only valid during the initial development of systems and Services to new clients, or within seven (7) days of completion of development.

10. Termination of Agreement.

- a. This Agreement shall become effective on the date of execution hereof, and shall continue from month-to-month thereafter unless terminated by either party in accordance with the terms below.
- b. This Agreement may also be terminated by either party upon providing appropriate notice in writing as set forth below:
 - i. Termination by Client
 - 1. Should the Client elect to terminate this Agreement outside of the 100% Satisfaction Guarantee as set forth in Section 13 above, they will forfeit the Set Up Fee and any Monthly Subscription Fees paid or due prior to the date of termination.
 - 2. If Less Paper Co.'s development of the Client's system is complete and the Client cancels prior to the end of their Monthly Subscription, the Monthly Subscription shall remain active through the end of the Monthly Subscription period and be terminated thereafter.
 - ii. Termination by Less Paper Co.:
 - 1. Less Paper Co. reserves the right to terminate Services for any reason, without cause, upon sixty (60) days written notice to the Client.

2. Should Less Paper Co. elect to terminate services without cause, Less Paper Co. will refund any remaining Monthly Subscription or Set Up Fees that have been paid to Less Paper Co. to the Client.
3. Termination for Cause by Less Paper Co.
 - a. Improper Use:
 - i. The Client agrees that they shall refrain from any and all of the following activities: using their system to perform any action deemed illegal in the United States, the State of Florida, or in the country, state, county, or city that the Client conducts their business in; using their system to solicit customers via phone calls, SMS/text messages, or email; or sending more than 3,000 SMS messages or 5,000 emails per month without prior written approval of the service provider.
 - b. Breach of Agreement
 - i. At Less Paper Co.'s option, it may elect to terminate Services and its obligations pursuant to this Agreement upon fifteen (15) days' written notice of a material breach of this Agreement by the Client.
- c. Upon the termination of this Agreement, Client shall immediately pay Less Paper Co. all fees, costs and expenses owed to or incurred by Less Paper Co. up to the effective date of the termination. The foregoing shall not limit Less Paper Co.'s other rights and remedies under this Agreement.
- d. Immediately after termination of this Agreement, each party shall return to the other party any and all Confidential Information and Proprietary Information belonging to the other party which was delivered in connection with this Agreement or the performance of service and products under the Estimate/Scope of Work, or shall certify that such information has been destroyed. In addition, Client shall return to Less Paper Co. such services and products that were delivered to Client but have not been paid for by Client as of the date of the termination.
- e. Any terms of this Agreement relating to Confidential Information, Proprietary Information and Indemnification shall survive and remain in effect upon the expiration or termination of this Agreement.

11. Assignment. Neither of the parties may assign this Agreement or any rights under thereof, without the prior written consent of the other party. Nothing contained herein prohibits Less Paper Co. from engaging third-party contractors to assist in the performance of the services and products agreed hereto, provided Less Paper Co. reasonably oversees the performance of such services and products and provides written notice to the Client of intent to do so.

12. Notices and Addresses. All notices, consents, waivers, and other communications under this Agreement must be writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) received by the addressee, if set by a nationally recognized overnight delivery service (receipt requested), or (c) three days after mailing if mailed in the United States by certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below.

TO: Less Paper Co. Co.
4000 18th ST SW
Lehigh Acres, FL 33976

TO: _____

13. Force Majeure. If performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, or civil commotion, by failure of computer equipment, including without limitation, loss of data, or by an act of State, by strikes, fire, flood, or by occurrence of any other event beyond the control of the parties to this Agreement, then that party shall be excused from such performance for thirty (30) days after such time as such occurrence shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated.

14. Enforcement Costs. If any legal action or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement or Order Form(s), the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs, expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in

that action or proceeding or any appeal, in addition to any other relief to which the party may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

15. Indemnification. Client shall indemnify Less Paper Co., its officers, managers, members, employees and agents against any and all actions, claims damages, demands, loses, causes of action, costs and expenses, including reasonable attorneys' fees, of any kind arising out of, or in connection with, the services performed under this Agreement. Client also agrees to indemnify Less Paper Co. against any liability and hold Less Paper Co. harmless from and pay any loss, damage, cost and expense (including, without limitation, reasonable attorney's fees) which Less Paper Co. incurs (i) arising out of any failure by Client to perform any of the obligations under this Agreement, or (ii) arising out of any act, omission or obligation with respect to anyone acting under authority of Client. Client will promptly notify Less Paper Co. of any claim against Less Paper Co. covered by Client's indemnity under this Agreement with full details of the claim. Client will cooperate in the defense of any such claim and will not settle the claim without Less Paper Co.'s written consent.

16. No Liability for Accounting Errors. The Client understands and agrees that, when the Client will be utilizing accounting software integrations, that the Client is responsible for conducting regular backup of its accounting software and for taking steps to ensure that the synching is running properly on a regular basis and that Less Paper Co. shall not be held liable for any damages whatsoever related to any errors or discrepancies in any of Client's bookkeeping or accounting systems nor shall Less Paper Co. be liable for any direct or indirect losses resulting from the use of third party accounting software with Less Paper Co's systems.

17. Limitation on Liability. EXCEPT FOR LESS PAPER CO.'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE MAXIMUM LIABILITY LESS PAPER CO., ITS DIRECTORS, OFFICERS, MANAGERS, AND AFFILIATES TO THE CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL SERVICES AND PRODUCTS' FEES PAID BY CLIENT TO LESS PAPER CO. HEREUNDER. IN NO EVENT SHALL LESS PAPER CO., ITS DIRECTORS, OFFICERS, MANAGERS, AND AFFILIATES BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SERVICES AND PRODUCTS PROVIDED HEREUNDER; EVEN IF LESS PAPER CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL LESS PAPER CO. BE LIABLE FOR ANY DEATH OR PERSONAL INJURY CLAIMS ARISING FROM ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

18. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the parties and their successors, permitted assign, heirs, executors and administrators. This Agreement becomes binding on the parties upon Less Paper Co.'s acceptance of the Estimate/Scope of Work as specified therein.

19. Governing Law. This Agreement shall be deemed to be subject to, made under, and construed and interpreted in accordance with the laws of the State of Florida. No conflict of laws rule or law that might refer such construction and interpretation to the laws of another state, republic, or country shall be considered. This Agreement is performable in part in St. Lucie County, Florida, and the parties agree that jurisdiction and venue shall be proper in the state and federal courts in St. Lucie County, Florida, and agree that any litigated dispute will be conducted solely and exclusively in such courts.

20. Headings. The headings used in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

21. Entire Agreement, Modifications, Severability. This Agreement, any schedules thereto, and the Estimate/Scope of Work constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto. No representation, promise, modification or amendment shall be binding upon either party as a warranty or otherwise unless in writing and signed on behalf of such party by a duly authorized representative. Should any provision of this Agreement or Estimate/Scope of Work be determined to contravene or be unenforceable under any valid law or regulation of any government having jurisdiction over the parties, such provision shall automatically be deemed severed herefrom and performance thereof waived, but this Agreement shall otherwise continue in full force and effect.

22. Waiver. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in multiple originals effective as of the Effective Date.

Less Paper Co. Co.

Client

By: _____

Its: _____

Its: _____

Print Name: _____

Print Name: _____

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Schedule "A"

Estimate/Scope of Work

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Schedule "B"

Credit Card Authorization Form

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