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# Less Paper Co. Service Agreement

Last Updated 9/4/2017

THIS AGREEMENT is made on:

BETWEEN

1. (The "Buyer")
2. and (The "Service Provider") Less Paper Co.

collectively referred to as the "Parties".

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

## 1. Key Terms

### 1.1 Services

1. The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:
  - a. Any and all work lined out on (attached) Estimate #
  - b. Hosting of any Services on our virtual servers with a 99.9% uptime guarantee.

### 1.2 Delivery of the Services

1. Start Date:
  - a. The Service Provider shall commence the provision of the Services within 3 days of acceptance to this Agreement unless otherwise noted in writing to The Buyer.
2. Completion Date
  - a. Estimated time to completion is:
  - b. The Buyer understands that completion times may vary depending on complexity of features lined out for the Services, speediness of communication between the Buyer and the Service Provider and changes/updates requested by the Buyer during development of the system.
  - c. The Service Provider agrees to do everything in its power to complete Services by the Completion Date and shall communicate effectively with the Buyer if the Completion Date needs to be adjusted.

### 1.3 Price

1. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is as follows:
  - a. Set Up Fees:
  - b. Monthly Subscription Rate: \$149/mo for the first 5 users and \$10/mo for each additional user.  
\*\*Unless otherwise noted on the attached estimate.
  - c. The Buyer understands that the Service Provider may change Monthly Subscription pricing at any time with written 60 day notice to the Buyer.

- d. There is no long-term commitment and Services will be rendered on a month-to-month basis.
- e. The Buyer may not changes to a lower tier subscription plan for the first 6 months of Services.

## 1.4 Payment

1. The Buyer agrees to pay the Price to the Service Provider on the following dates:
  - a. Set Up Fees:
    - i. 50% of set up fees should be paid up front prior to commencement of development.
    - ii. The remaining 50% of set up fees should be paid upon completion of development and before full access to the Services is provided to the Buyer.
    - iii. Payment Plan:
      1. Should the Buyer wish to be set up on a payment plan for the second half of the set up fees the Service Provider will allow this.
      2. There will be a 15% convenience fee added to the total of all set up fees.
      3. The Buyer agrees to continue Less Paper Co. Services for a minimum of 6 months.
      4. 33% of set up fees should be paid up front prior to commencement of development.
      5. The remaining 67% of set up fees would be paid over the course of 6 monthly payments along with the regular Monthly Subscription.
        - a. Convenience Fee:
        - b. Initial Deposit:
        - c. Monthly Payments:
  - b. Monthly Subscriptions:
    - i. The first Monthly Subscription should be paid up front prior to commencement of development.
    - ii. The first Monthly Subscription will be applied to the first 30 days of subscription following completion of development.
    - iii. Future Monthly Subscriptions should be paid on the monthly anniversary of completion of development.
2. The Service Provider shall invoice the Buyer for Services it has provided and Monthly Subscription via email.
3. The Buyer agrees to pay all invoices automatically via credit card (see Credit Card Authorization Form attached) and the Service Provider agrees to send copies of all paid invoices to the Buyer upon payment.
4. All Monthly Subscriptions, Set Up Fees and fees for Changes & Additions to the system are final and non-refundable with the exception of the 100% Satisfaction Guarantee (clause 2.2).

## General Terms

### 2.1 Warranty

1. The Service Provider represents and warrants that:
  - a. it will perform the Services with reasonable care and skill; and
  - b. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party; and
  - c. for the lifetime of service between the Buyer and the Service Provider, the Service Provider will perform bug fixes, support and warranty in a timely manner and free of cost to the Buyer; and
  - d. the Service Provider agrees to perform all Services using their own resources and will not

outsource any work without prior written notice to the Buyer.

## 2.2 100% Satisfaction Guarantee

1. The Service Provider agrees to provide a limited 100% Satisfaction Guarantee to the Buyer with the following terms:
  - a. Any time during initial development of the system or within 7 days of completion of development the Buyer may contact the Service Provider in writing if the Buyer is not happy with the provided Services.
  - b. The Service Provider agrees to do everything within reasonable means to ensure the Services meet the Buyers needs and specifications within the quoted scope of work for the Services.
  - c. The Buyer, should they feel the Service Provider cannot satisfy their needs and specifications may request a 100% refund on any deposits and payments made.
  - d. Upon receiving a refund the Service Provider will immediately cease all Services.
  - e. The 100% Satisfaction Guarantee is valid only for new customers during initial development of Services or within 7 days of completion of Services.

## 2.3 Limitation of Liability

1. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable party of it shall be limited in aggregate to the Price.
2. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
3. Nothing in this clause will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

## 2.4 Term and Termination

1. This Agreement shall be effective on the date hereof and shall continue indefinitely, terminated sooner in accordance with this clause.
2. Either Party may terminate this Agreement upon notice in writing.
  - a. Termination by the Buyer:
    - i. Should the Buyer terminate this agreement outside of the 100% Satisfaction Guarantee (clause 2.2) they will forfeit any setup fees and subscription fees they have paid prior to termination.
    - ii. If development of the system is complete and the Buyer cancels prior to the end of their Monthly Subscription the Subscription will remain active through the end of the Monthly Subscription period and be terminated after.
  - b. Termination by the Service Provider:
    - i. The Service Provider reserves the right to terminate Services for any reason.
    - ii. Should the Service Provider terminate Services for any reason other than Improper Use the Service Provider shall refund any remaining Monthly Subscription or set up fees to the Buyer.
      1. Improper Use:

- a. The Buyer agrees that they will refrain from any of the following activities:
  - i. Using their Less Paper Co. system to perform any action deemed illegal in the United States, the State of Florida or the Country, State, County or City that the Buyer does business in.
  - ii. Using their Less Paper Co. system to solicit customers via phone calls, SMS/text messages or Email.
  - iii. Sending more than 3,000 SMS messages or 5,000 emails per month without prior written approval from the Service Provider.
- iii. Should the Service Provider terminate Services for any reason other than Improper Use the Service Provider shall give 60 days notice to the Buyer prior to terminating Services.
- c. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such Termination.

## 2.5 Relationship of the Parties

1. The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or subcontractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

## 2.6 Confidentiality

1. Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

## 2.7 Notices

1. Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, fax transmission or email to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provision to the contrary, any such communication shall be deemed to have been made to the other Party if delivered by:
  - a. First class post, 2 days from the date of posting;
  - b. hand or by fax transmission on the date of such delivery or transmission; and
  - c. email, when the Party is sending such communication receives confirmation of such delivery by email.

## 2.8 Miscellaneous

1. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
2. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability or the remainder of this Agreement shall be affected.

3. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
4. This agreement may be amended at any point in time with written notice to both parties.
  - a. Either party may terminate immediately if the recipient of the amended Agreement does not agree with any of the amendments.
5. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect to hereto.
6. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
7. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

### 3. Signatures & Agreement

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written, the signed Parties below agree to this Agreement.

These signatures are submitted electronically and are legally binding.

Signed By:  
for and on behalf of:

Signed By:  
for and on behalf of: Less Paper Co.