

TIPS-ONLINE Software License Agreement

This Tips-Online Software License Agreement ("Agreement") is entered into on [Date] between Bizgrouplink LLC a Delaware State corporation with its principal office located at 4701 Devonshire Rd., Suite 106, Harrisburg, PA 17109 ("Vendor"), and [Business Owner Name], a [State/Country] corporation with its principal office located at [Address] ("Licensee").

1. License Grant

- **Scope:** Vendor grants Licensee a non-exclusive, non-transferable, limited license to use the Tips-Online software ("Software") solely for Licensee's internal business purposes.
- **Term:** The license is effective as of the date of this Agreement. This agreement is valid for one year from the date of enrollment unless the LICENSEE requests to terminate the enrollment and continues until terminated in accordance with the terms herein.

2. Licensee Obligations

- **Usage:** Licensee agrees to use the Software only in accordance with the documentation and applicable laws.
- **Restrictions:** Licensee shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except as permitted by law.

3. Support and Maintenance

- **Services:** Vendor shall provide technical support and maintenance services as outlined in the Service Level Agreement (SLA) attached hereto as Exhibit A.
- **Updates:** Vendor shall provide Licensee with updates, patches, and enhancements to the Software as they become available.

4. Fees and Payment

- **Fees:** Licensee agrees to pay the license fees specified in Exhibit B.

- **Payment Terms:** All fees are due and payable at the enrollment in the software contract.

5. Confidentiality

- **Definition:** "Confidential Information" includes all information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.

- **Obligations:** Each party agrees to protect the Confidential Information of the other party with the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care.

6. Intellectual Property

- **Ownership:** Vendor retains all rights, title, and interest in and to the Software, including all intellectual property rights.

- **Licensee Data:** Licensee retains all rights, title, and interest in and to any data provided to Vendor by Licensee.

7. Warranties and Disclaimers

- **Warranties:** Vendor warrants that the Software will perform substantially in accordance with the documentation.

- **Disclaimers:** Except as expressly provided in this Agreement, the Software is provided "as is," and Vendor disclaims all other warranties, express or implied.

8. Limitation of Liability

- **Limitation:** In no event shall Vendor be liable for any indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility of such damages.

- **Cap:** Vendor's total liability under this Agreement shall not exceed the fees paid by Licensee in the twelve (12) months preceding the claim.

9. Termination

- **For Convenience:** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

- **For Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days.

10. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of laws principles.

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Bizgrouplink LLC

[Licensee Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXIHIBIT - B

1. Service Overview

VENDOR may collect tips for any business in the United States that enrolls to use the software.

2. Enrollment

Businesses must enroll on the Bizgrouplink platform as a LICENSEE for the Tips-Online software, providing their business phone number, email address, street address, city, state, and zip code.

3. Agreement Duration

This agreement is valid for one year from the date of enrollment and will automatically renew annually unless the LICENSEE requests to terminate the enrollment.

4. Account Information

All enrolled LICENSEEs will be assigned a unique account number and a QR code. The QR code must be displayed at the business premises for collecting tips via Tips-Online.

5. Fees

The monthly fee is \$10, with no upfront payment required at the time of enrollment.

6. Tips Distribution

VENDOR will distribute tips payments as follows:

- A. Net amount realized = Customer payment for tips and convenience fees.
- B. The first \$10 of the net amount each month is used to pay the monthly fee.
- C. 80% of the remaining net amount goes to the business, and 20% to Bizgrouplink. The fees paid to Bizgrouplink cover credit card processing fees and platform convenience fees.

7. Minimum Monthly Tips

If tips collected are less than \$10 in a month, the business pays nothing to Bizgrouplink. The monthly fee is not cumulative.

8. Disputes and Legal Compliance

Bizgrouplink is not responsible for any disputes or illegal activities related to tipping. Tips are accepted only in U.S. dollars via:

- a. Stripe
- b. Credit or Debit card

9. Fraud Prevention

Bizgrouplink is not responsible for fraudulent tips. All large tip amounts will be scrutinized for fraud before being released to a business.

10. Payment Transfer

Payments of tips will be transferred to LICENSEES monthly, accompanied by a complete ledger of received tips.

11. Payment Method

VENDOR will mail a check or transfer funds electronically to the LICENSEE for tips revenue from its official bank account to the registered address or bank account of the enrolled LICENSEE.

12. Credit Card Processor

VENDOR reserves the right to select a different credit card processor without notifying the participating LICENSEE.

13. Modification of Terms

VENDOR reserves the right to modify the Terms and Conditions of Tips-Online without the consent of the participating LICENSEE.