**CONTRACT**

ONLINE FOOD ORDERING SYSTEM

Corduroy & Corduroy Pie

**Prepared By:**The Cookie Global IT Solutions Inc.

**Date:**

September 24th, 2015

Between us, The Cookie Global IT Solutions Inc., and you, Corduroy.

**Summary:**

We’ll always do our best to fulfil your needs and meet your expectations, but it’s important to have things written down so that we both know what’s what, who should do what and when, and what will happen if something goes wrong. In this contract you won’t find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what’s best for both parties, now and in the future.

So in short:

You Corduroy, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, are hiring us (The Cookie Global IT Solutions Inc.) located at 7225 Acorn Avenue, Burnaby BC, V5E 0A9, to implement The Cookie Dining Online Food Ordering System in all your existing, and new, locations. The price is $0 setup-fee, with 5% commission of online sales (we will charge you only what comes through our system with credit card fees included) and $0.20/transaction for credit card payments. Of course, it’s a little more complicated, but we’ll get to that.

**What is included in our service:**

* web based online food ordering system;
* ordering mobile apps for Android smart phones, tablets and smart watch;
* ordering mobile apps for iPhone, iPad, and Apple Watch;
* online payment processing for fast and secured credit card transactions;
* free to use Cookie printers for every location (we own them, you use them);
* 4 paper rolls per printer per month for free;
* 10,000 printed flyers, promoting online ordering;
* Help with promotion on social media (facebook, twitter, instagram);
* 24/7/365 technical and customer support;
* constant improvement of the ordering platform and our offering;
* delivery service

Do you need anything we haven’t listed here?  
Why don’t you write it down:  
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**What do both parties agree to do?**

**You:**

You have the authority to enter this contract on behalf of yourself, your company or your organization. You’ll give us everything we need to complete the project as and when and in the format we need it. You’ll review our work, provide feedback and approval in a timely manner too. Deadlines work both ways, so you’ll be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:**

We have the experience and ability to do everything we’ve agreed with you and we’ll do it all in a professional and timely manner. We’ll endeavour to meet every deadline that’s set and on top of that we’ll maintain the confidentiality of everything you give us.

The Cookie Global IT Solutions Inc is providing as service at a preferred rate in hopes of maintaining a long lasting relationship with Corduroy.

**Getting down to the nitty gritty**

**Web Based Ordering System**

Our web ordering system is flexible to adapt to the capabilities of many devices and screens. The system is very flexible in terms of customizing menu items, menu item images and description and changing any important information about your business, such as working hours, delivery hours, delivery zones, and other important information.

**Ordering Mobile Apps**

We will develop mobile apps, with your brand on it. When user downloads the app, they will see it as “Corduroy” mobile app, and not “The Cookie Dining” mobile app. We believe that your application is your application, in terms that we will not mix your brand with someone else’s. As agreed, we will develop ordering mobile apps for Android, iOS, Windows Phone, smart watches, smart TVs, gaming consoles and car navigations. Because we are advancing and constantly developing our technology, if we develop mobile app for a new device – you will automatically get “Corduroy” app for that device.

**Technical Support**

We’re not a hosting company, but we host our system on servers run by Microsoft. We guarantee 99% uptime period, but if something happens with Microsoft data centre where our system is hosted, causing our system to be offline and you loose money because of that – we will not be counted liable. If you or your customers notice that something is wrong with the system, we will fix it in a timely manner. We provide 24/7/365 technical support.

**Customer Support**

All our clients are important to us, and we thin of them as a family members. If you have a problem, you can always reach us at 604-356-8259 and we will help you as fastest as we can. We also provide 24/7/365 customer support.

**The Cookie Printer**

We will provide you with free-to-use Cookie printer for all your existing and new locations that might come in the future. We own the printer, you are using it free of charge. If you decide to cancel our contract at any point, we will take all printers with us. If something happens with the printer and it stops working because of reasons that are not your fault – we will replace the existing one in 1 hour when the request is made. If the printer stopped working because you physically damaged it, you will be responsible for the fee of $150, for replacing the printer with the new one.

**Going Live**Going live means that your ordering website is finalized, all pictures are added, online merchant account has been created and you got the printer for accepting new orders. You will get ordering mobile apps 6 to 8 weeks after you go live with ordering website.  
You also agree to go live within 30 days from the date this contract is signed and all work is done on our end, otherwise we will have to bill you $200/mo until you go live.

**Legal Stuff**

We can’t guarantee that our work will be error-free but we will always do our best to fix any issues on the system in fastest way possible. We guarantee that The Cookie Customer Support will be available 24/7/365, and you can sleep safe knowing that we got your back.

Phew.

**Copyrights**

First, you guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you’ve permission to use them.

Copyright will be automatically assigned as follows:

You own all elements of text, images and data you provided, unless someone else owns them.

We’ll own the unique combination of these elements that constitutes a complete design and we’ll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We love to show off our work and share what we’ve learned with other people, so we reserve the right to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles, on social media and in books. Our logo must be visible in footer of web based ordering system, and our logo will be visible within the ordering mobile apps, with a tagline “Powered by The Cookie Dining”, and can’t be removed because it is a integral part of our ordering platform.

**Payments**

We’re sure you understand how important it is for a small business that you pay the invoices that we send you promptly. As we’re also sure you’ll want to stay friends, you agree to stick tight to the following payment schedule:

The Cookie Dining Platform: we will deduct our commission + credit card fees once the transaction happens. You will receive the funds with those fees deducted from the total.

The Cookie Dining Delivery: invoice will be provided on the 15th and last day of the month, with $5,50 delivery fee + tips for all deliveries that were done in that billing cycle. You agree to clear the invoice within 5 business days from the day you receive it.

**But where’s all the horrible small print?**

Just like a parking ticket, you can’t transfer this contract to anyone else without our permission. This contract stays in place in perpetuity.

Although the language is simple, the intensions are serious and this contract is a legal document under exclusive jurisdiction of USA and Canadian courts.

**Non-Disclosure Agreement**

It is understood and greed to that the above identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. The confidential information to be disclosed can be described as and includes:  
Technical and business information, ideas, drawings and/or illustrations, research and development, production, costs, finances and financial projections, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.

3. This agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any additional modification to this Agreement must be made in writing and signed by the parties.

4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**The dotted line**

Signed by and on behalf of The Cookie

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(Marko Manojlovic, Founder of The Cookie Global IT Solutions Inc.)

Signed by and on behalf of Corduroy  
  
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