

CONVENIENCE STORE SALES TAX CONSULTING AGREEMENT

This **CONVENIENCE STORE SALES TAX CONSULTING AGREEMENT** (this "Agreement") is made by and between **SALTWARE, LLC** ("SALTWARE"), a Texas limited liability company, and _____ ("CONVENIENCE STORE"), a _____.

1. Services ("Services")

In consideration for payment from CONVENIENCE STORE of the Fee (as defined in Section 3 below), SALTWARE will provide CONVENIENCE STORE access to a web based sales tax calculator. This user friendly web oriented calculator uses the same methodology that Texas auditors use to calculate taxable and non-taxable sales based on the amounts that are entered, letting CONVENIENCE STORE calculate how much sales tax is (or will be) owed – whether collected or not. Additionally, if CONVENIENCE STORE so desires, SALTWARE will retain a copy of the data entered for up to five years at no additional cost to CONVENIENCE STORE.

2. Term; Renewal

This Agreement will have a term of one year ("Initial Term") and will begin on the first day of the month following the Effective Date of this Agreement (as defined in Section 7). This Agreement shall be automatically renewed at the end of the Initial Term or subsequent renewal terms under the same payment method, pricing arrangement and terms outlined herein unless either party gives 15 business days prior written notice of its intention not to renew. Either party may terminate this Agreement at any time for failure of the other to comply with the terms and conditions herein. Additionally, SALTWARE reserves the right to change the Fee after the expiration of the Initial Term.

3. Fees

Beginning on the first day of the month following the Effective Date, CONVENIENCE STORE shall pay **[CHOOSE ONE: _____ Dollars (\$_____) per month or _____ Dollars (\$_____) per year]** plus any applicable Texas sales and use taxes.

In the event CONVENIENCE STORE fails to pay the Fee within ten (10) days of the due date specified herein, such Fee shall bear interest at a rate of 5% (or the maximum interest rate allowed by law if lesser than 5%) per annum for each year or fraction thereof that payment is due. SALTWARE shall also have the right to halt or terminate its Services in the event of CONVENIENCE STORE's failure to pay within the period set forth herein.

All payments shall be either in the form of a check or made through PayPal. Any service, transaction, or other fees imposed by PayPal on the transaction shall be the responsibility of CONVENIENCE STORE and shall be in addition to the price of the Service. Any payment returned or rejected due to insufficient funds, stopped payment, or similar shall be subject to an additional fee of Thirty Dollars (\$30.00).

4 Duties of CONVENIENCE STORE

CONVENIENCE STORE shall be responsible for accuracy and completeness of information and data. SALTWARE shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that CONVENIENCE STORE and its representatives provide to SALTWARE. All assumptions, representations, information and data to be supplied by CONVENIENCE STORE and its representatives will be complete and accurate to the best of

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CONVENIENCE STORE's knowledge. SALTWARE shall not be responsible for, and SALTWARE shall provide no assurance regarding, the accuracy of any such information or data. Except as specifically agreed to, SALTWARE shall not provide advice regarding the financial accounting treatment of any transaction implemented from these Services and will not assume any responsibility for any financial reporting with respect to the Services provided as part of this Agreement. CONVENIENCE STORE shall be responsible for all financial information and statements provided with respect to any Services performed hereunder. SALTWARE shall have no responsibility to address any legal matters or questions of law.

5. Proprietary Information

SALTWARE expressly agrees that all information received from CONVENIENCE STORE pursuant to this Agreement constitutes confidential information, is the property of CONVENIENCE STORE and that SALTWARE will treat such information accordingly, and shall not knowingly disclose, directly or indirectly, any such information to any third party, unless such confidential information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. Such confidential information shall be used by SALTWARE only as required to perform the Services contracted for in this Agreement.

6. Representations

It is expressly understood and agreed that no representations, promises or guarantees have been made to CONVENIENCE STORE, except those specifically set forth in this agreement.

7. General Terms and Conditions

(a) All notices or other communications between the parties shall be in writing and delivered or mailed postage prepaid to the address listed above their respective signatures, or at such other address as either party may provide to the other by written notice from time to time.

(b) This Agreement does not create an employment, agency, partnership, joint venture, license or any other relationship between SALTWARE (or any of SALTWARE's employees) and CONVENIENCE STORE, except an independent contractor relationship as more specifically set forth herein. CONVENIENCE STORE shall have no right to control the manner, means, or method by which SALTWARE performs its services.

(c) If any section of this Agreement shall be deemed invalid, illegal or unenforceable in a court of law, then that section shall be removed from this Agreement. The removal of any section shall in no way affect the validity of the other sections, and they shall continue in full force and effect as if the part(s) of the Agreement that were removed had never existed.

(d) Neither SALTWARE nor CONVENIENCE STORE shall assign this Agreement without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) This Agreement represents the entire agreement among the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior agreements pertaining to the subject matter contained herein, both written and oral, between the parties and may not be changed, except in writing by the signed mutual consent of each party.

(f) This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to such State's conflict-of-law principles, and venue regarding any dispute shall be in Fort Bend

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County, Texas. Any attorney fees, court costs or other related expenses associated with any disputes arising from this Agreement shall be borne by the non-prevailing party in said dispute.

(g) This Agreement may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) SALTWARE shall not be liable for failure to provide, or delays in providing, Services under this Agreement if due to any cause beyond SALTWARE's reasonable control.

(i) This Agreement shall be effective on the date it is signed and delivered to both parties, and shall remain in effect until the Agreement has been terminated in accordance with this Agreement ("Effective Date").

[Signature Page Follows]

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EXECUTED this ____ day of _____, 2016.

[CONVENIENCE STORE Name]
[CONVENIENCE STORE Street Address]
[City, State Zip]

By: _____

Name: _____ Date: _____

Title: _____

SALTWARE, LLC
12950 Dairy Ashford Road
Sugar Land, TX 77478

By: _____

Name: Dan Martinez Date: _____

Title: Chief Executive Officer