SERVICES AGREEMENT

SousShift AI · Agreement no. SSAI-20261012-SAMPLE-RESTA

This Services Agreement (the "Agreement") is between **Antidote Enterprises LLC, doing business as SousShift AI** ("Provider"), and **Sample Restaurant** ("Client"), located at 123 Sample St, Los Angeles, CA. It takes effect on the date of the last signature below (the "Effective Date").

1. SERVICES

Provider will build, host and maintain the following for Client:

- Basic plan: a branded mobile app with Client's real menu, prices, hours, ordering, call and directions buttons, and a QR code for every table
- A 4K photo menu with 3D dishes, available in 12 languages
- Points, rewards and visit levels; invite-a-friend referrals
- A custom game themed to Client's food, with a free daily spin, a weekly leaderboard and a giveaway
- Client's customer list and owner view, email to the list, and Client's Instagram feed inside the App
- QR print-kit design (table stickers, window poster, table cards); Client orders and places the printing
- A promo video and exposure on Antidote's food-review audience
- Hosting, security updates, menu and price updates on request, and support

"Go-Live" means the day the Client's page and game are published and the table QR codes point to them. Provider will ask Client to approve the build before Go-Live. Changes outside this list are quoted and billed separately.

2. FEES

Item	Regular price	Client's price
Setup (one time)	$3,000	**$3,000** 50% at signing, 50% at Go-Live
Monthly service	$350 / month	**$350 / month**
Performance share	None	**10% of App-Attributed Sales over $3,000** only in a month they exceed $3,000; food and non-alcoholic only; see Section 2A

Setup payment: 50% ($1,500) is due when this Agreement is signed, and the remaining 50% ($1,500) is due at Go-Live, the day the App is delivered.

Monthly payment: The monthly fee starts on the Effective Date (the day this Agreement is signed) and is billed each month in advance on that date.

If a payment is more than 15 days late, Provider may pause the service until it is paid. Prices do not include any third-party costs Client chooses to add (for example printing beyond the included QR table tents, paid advertising, or prizes).

2A. PERFORMANCE SHARE

In addition to the monthly fee, in any calendar month in which App-Attributed Sales exceed $3,000, Client will pay Provider 10% of the amount by which that month's App-Attributed Sales exceed $3,000. The 10% applies only to the amount above $3,000, not to the first $3,000 (for example, App-Attributed Sales of $5,000 in a month means 10% of $2,000). In a month where App-Attributed Sales are $3,000 or less, no performance share is owed.

"App-Attributed Sales" means sales to customers who join, engage with or come back through the App: (a) orders placed through the App, and (b) purchases at Client's register where the customer is identified through the App, because the customer shows their member QR code or code, staff enter the member's phone number, or the customer redeems an App reward, promo code or points. App-Attributed Sales count food and non-alcoholic beverage sales only. They exclude sales tax, tips and gratuities, and all alcoholic beverages. Client's other sales are never included.

Provider will send Client a statement by the 5th day of each month for the month before, listing each App-Attributed sale (date, receipt number, member, how the member was identified, and the amount counted). Client may dispute a statement in writing within 10 days of receiving it, and the parties will reconcile the disputed items against Client's register (POS) reports in good faith. Payment is due within 15 days of the statement date; a disputed amount is due within 15 days after it is resolved.

3. TERM AND CANCELLATION

This Agreement has a minimum term of 3 months from the Effective Date. After that it continues month to month, and either party may cancel by giving 30 days' written notice; email counts. The setup fee is non-refundable once Provider has delivered the build for Client's review. If Client cancels, Client's customer data is handled as described in Section 5A.

3A. RESULTS PROMISE

Provider's goal is for the App to bring back at least 30 tracked return visits within a 30-day period. If, during the first 3 months after Go-Live, there is no 30-day period in which the App brought back at least 30 tracked return visits, Provider will give Client 2 months of service free: the next 2 monthly payments after that 3-month period are waived. A "tracked return visit" is a visit by a customer identified through the App (an App order, the member's QR code or code, the member's phone number, or an App reward or promo code) on a later day than that customer's first visit. The count comes from the App's records, which Client can see in its owner view. This credit is Client's only remedy under this Section. It is not a promise of any particular sales or revenue, and fees already paid, including the setup fee, are not refunded.

4. CLIENT RESPONSIBILITIES

- Provide accurate menu items, prices, hours and photos, and tell Provider about changes.

- Choose, fund and honor any prizes, discounts or rewards published in the game. Provider does not pay for prizes.
- Run any prize promotion as a free-to-enter promotion with official rules, and follow the laws that apply to Client's business and promotions. Provider will supply standard official-rules text for Client to approve.

5. OWNERSHIP AND DATA

Client owns its business name, logo, menu content, photos it provides, and its customer data. Provider owns the software, game code and design system, and gives Client the right to use them for as long as this Agreement is active. Provider will not sell Client's customer data.

5A. CUSTOMER DATA

While Client is paying. While Client is paying for the service, Client has full access to all customer information collected through the App, including names, phone numbers, email addresses, visit and points history, and the export (CSV) of that list.

If the service ends. If Client stops paying or cancels, Client keeps a complete export of every customer collected through the App up to the date the service ends (the "Termination Date"). Provider will deliver that export to Client within 10 days after the Termination Date.

After the Termination Date. From the Termination Date on, the App stops collecting customers for Client, and Provider has no obligation to collect, store or provide customer information for Client after that date.

Provider's use. Provider will not sell Client's customer list or use it for any other business. After delivering the export, Provider will delete the data, or archive it only where the law requires.

Privacy. Client is responsible for using the customer list in line with the consent each customer gave, including text and email opt-ins and opt-outs (for example, a customer who replies STOP).

6. NO GUARANTEED RESULTS

Provider builds and runs the system but does not promise any specific number of customers, visits or sales.

7. LIMITS ON LIABILITY

Neither party is liable for indirect or lost-profit damages. Provider's total liability under this Agreement is limited to the fees Client paid in the three months before the claim.

8. CONFIDENTIALITY

Each party will keep the other's non-public business information confidential and use it only for this Agreement.

9. SPECIAL TERMS

SAMPLE ONLY. This is an example agreement for a fictional restaurant and is not an offer.

10. GENERAL

California law governs this Agreement. It is the whole agreement between the parties on this subject, and any change must be in writing signed by both. Electronic signatures are valid and binding.

CLIENT: Sample Restaurant

/sc1/

Name: Sample Owner
Title: Owner
Email: owner@sample-restaurant.example
Date: /dc1/

PROVIDER: Antidote Enterprises LLC dba SousShift AI

/sp1/

Name: Anthony Louis Suggs Jr.
Title: Owner
Email: antidotethecure@gmail.com
Date: /dp1/

Prepared October 12, 2026.