

DIGITAL MARKETINGBOX US INC. GENERAL TERMS

- 1. GENERAL.** THESE GENERAL TERMS CONTAIN IMPORTANT AND RELEVANT INFORMATION ABOUT THE CLIENT'S AND DIGITAL MARKETINGBOX US INC.'S RIGHTS, OBLIGATION AND REMEDIES in connection with the Products and Services identified in the Digital MarketingBox US Inc. User Agreement ("User Agreement"). PLEASE READ THEM CAREFULLY. Words defined in the User Agreement shall have the same meaning in these General Terms and vice versa unless expressly provided otherwise in these General Terms or the User Agreement. The "Agreement" means, collectively, the User Agreement and these General Terms.
- 2. LEASE AND LICENSE.** Unless Client has otherwise entered into a separate agreement, in writing, with Digital MarketingBox US Inc. (the "Company") to purchase the Product(s) identified in the Client's User Agreement, Company hereby leases to Client and Client hereby leases from Company the Product(s) identified in the Client's User Agreement subject to and upon the terms and conditions contained in this Agreement and solely in connection with the use of the Services and no other software. For the Term of this Agreement, Company grants Client a non-exclusive, non-transferable license to use the Product and Services (including Web Tools).
- 3. CONFIRMATION OF USE; MODIFICATIONS.** By accessing or using Company's website (the "Site" currently located at www.digitalmarketingbox.com, which location may be changed by Company upon reasonable notice to Client and without Client's consent) and by executing the Client's User Agreement, Client confirms having read, understood and agreed to be bound by these General Terms. Company reserves the right, in its sole discretion, to change, modify, add, or delete portions of these General Terms at any time. Company will post any such changes on the Site. Client accepts any such changes by logging into the Site after having an opportunity to review Company's notification of changes. Such changes will be effective as of the date posted. Client's log-in on the Site and continued use of the Services constitutes Client's acceptance of the then-current General Terms. Client hereby acknowledges and agrees that it is Client's responsibility to check the Site, at a minimum of once per month, to determine if there has been any change, modification, addition, or deletion to these General Terms.
- 4. SECURITY DEPOSIT.** Upon execution of the User Agreement, Client shall pay to Company the security deposit amount (the "Security Deposit") identified in the User Agreement. The Security Deposit may, in Company's sole discretion and without advance notice to Client, be applied to satisfy in whole or in part a breach of this Agreement by Client, in which case Client must immediately deliver funds to Company to restore the Security Deposit to its original amount. Upon termination of the Agreement, for any reason other than Client's breach of the Agreement, and upon Client's return of the Product(s) and associated keys, Company shall return the Security Deposit or the remaining balance, if any, to Client, without interest.
- 5. INITIAL OPT-OUT.** Where the User Agreement specifies a 90 day opt out specifically on the contract, within the first 90 days of the Term of the Agreement, Client may opt-out of the Agreement only upon the following conditions: (i) the Product must have been shipped to Client, Client must have received and installed the Product according to the installation guide provided by Company or pursuant to some other Company-approved installation guidelines and within the agreed timeline; (ii) Client must be displaying and using the Product and Services for the full 90 day period; (iii) Client's account must be in good standing; and (iv) Client must be providing and maintaining the Content via Web Tools. To exercise its opt-out, Company must receive Client's written notice before the expiration of the initial 90-day period, no sooner than 75 days after the unit is fully live and operational and no later than 90 days from the live date when the electrical is connected and the unit is live on the internet. Upon Client's valid exercise of the opt-out pursuant to this section, Client shall return the Product in its original packaging with shipping coordinated by Client. Provided that Company receives Client's Product within 10 business days and such Product is in new condition, to be defined in Company's sole discretion, Company shall terminate the existing contract.

6. TERM; TERMINATION. The User Agreement sets forth the Term, including Initial Term and Renewal Term(s), of the Agreement. Company may terminate the Agreement upon 90 days written notice to Client. Notwithstanding the terms of this section 6, if Client fails to make any payment when due and such failure remains uncured for ten (10) days following written notice of such failure, Company shall have the right to terminate this Agreement immediately. Either Client or Company may terminate the Agreement upon written notice provided no earlier than 180 days before and no later than 90 days before the expiration of the then-current Term. Notwithstanding the terms of this section 6, Client may not terminate the Agreement for any reasons outside Company's control, including without limitation, Client's inability to obtain proper permitting for displaying the Product, if Client believes that the Product or Services are not achieving the desired result, or issues with Internet connectivity.

7. EFFECT OF TERMINATION. Upon termination of this Agreement, pursuant to the terms above, Client shall pay Company all outstanding Initial Subscription Fees and Monthly Fees due and owing up to the effective date of termination. On or before the effective date of termination, Client shall return the Product and associated keys to Company. If on the effective date of termination, Client retains the Product without Company's consent, Client shall continue to be bound by all terms and conditions of the Agreement and shall pay Company, in addition to any amount outstanding under the Agreement, twice the Monthly Fee for each month until surrender of the Product. If on the effective date of termination, Client retains the Product with Company's consent, Client shall continue to be bound by all terms and conditions of the Agreement and shall pay the Monthly Fee for each month until surrender of the Product. In no instance shall Client's retention of the Product, with or without Company's consent, cause the Agreement to extend beyond the effective date of termination.

8. INSTALLATION AND ACCESS TO PRODUCT. Within one week of Client's execution of the User Agreement, or at a later date selected by Company with notification to Client, Company shall ship the Product to Client, such shipment to be tracked by Company. Within 24 hours of Client's receipt of the Product, Client shall unpack contents of shipment, inspect and test the Product by plugging it into an outlet and Internet connection, and report any damage to Company. Any damage to Product reported after this 24 hour period are Client's sole responsibility. Client shall be solely responsible for installing the Product, pursuant to Company's installation instructions for the Product, at the Location identified in the User Agreement. Client acknowledges and agrees that Client is solely responsible for obtaining any governmental approvals and permits necessary or advisable for such installation. If the Product is removed from the Location, Client acknowledges and agrees that Company is under no obligation to provide a replacement Product and that Client bears the sole responsibility for the cost of any replacement Product. Client shall: (i) be provided a copy of a key to access the Product for basic cleaning or authorized troubleshooting; (ii) not disassemble or remove any components from the Product without Company's advance permission; (iii) obtain any waivers or permissions from the owner of the Location property that may be necessary in connection with the Product; (iv) be responsible for any claim or cost to repair the Location after removal of the Product by anyone including Company; and (v) not permit any lien, privilege, mortgage, pledge, charge, security interest or other encumbrance of any nature or kind to be levied against or attached to the Product.

9. PROVISION OF SERVICES. Company will provide the Services identified in the User Agreement. Other available services are posted on the Site. The Services include Client's ability to use Web Tools, as set forth in Section 10 herein. For the avoidance of doubt, Company's available products and services are posted on the Site; this Agreement covers only the products and services that Company offers and, specifically, those Product(s) and Services that Client has selected and that are identified in the User Agreement. Any installation or services provided by someone or entity other than Company, including without limitation any of Company's authorized dealers or sales representatives, are not covered by the terms of this Agreement.

10. USE OF WEB TOOLS; CONTENT. Company hereby grants Client, during the Term of the Agreement, access to and use of Company's proprietary on-site facility promotion and marketing web

tools, and all enhancements, changes, corrections, improvements, translations, revisions, developments, upgrades and updates to such web tools (the "Web Tools"). The Web Tools permit Client to upload and authorize content about Client's facility that will then be publicly displayed via the Product (the "Content"). Company also offers, for an additional fee, additional services that allow the Content to be displayed in other formats, including without limitation, webpages, social media, and web directories (the "Additional Web Services"). Client's use of the Web Tools is limited to the functionality identified in and paid for pursuant to the User Agreement; Client's Web Tools may include Additional Web Services, provided that Client has identified and paid for those Additional Web Services. Client shall designate, in writing, the individual authorized by Client to, and on the Client's behalf, approve Services and Content (the "Authorized Individual"). Client is solely responsible for all Content and Client, via the Authorized Individual, approves all Content, prior to its public display, via the Web Tools functions. Client shall not: (i) transfer, share, make available or grant to any other person or entity access or use to Client's Web Tools; (ii) reverse engineer or attempt to reverse engineer, disassemble, decompile, decode or attempt to create the Web Tool's source code; (iii) distribute viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to, or may result in, damage, detrimentally interfere with, surreptitiously intercept or misappropriate any system, data or information; (iv) distribute or create derivative works of the Web Tools or any portion of the Web Tools; (v) upload, post, transmit, share, store or otherwise make available any Content that Company considers, in its sole discretion, to be harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invading another's privacy, violating another's publicity rights, infringing another's intellectual property, hateful, or racially, ethnically, or otherwise objectionable; or (vi) upload, post, transmit, share or otherwise make available any Content for which Client does not have the written authorization and consent of the creator or the person, if any, depicted.

11. RESERVATION FOR COMPANY PROMOTION. Company reserves the sole and exclusive right to promote Company's brand on the Product as displayed by Client. This reservation is separate and distinct from Client's optional enrollment in the Marketing Subsidy.

12. CLIENT'S INTELLECTUAL PROPERTY. Client grants Company a license to use, re-create, and distribute Client's intellectual property (e.g., trademarks, copyrights, trade secrets, etc.) that Client provides Company for use in connection with the Product and Services and in performance of the Agreement. Client represents and warrants that its intellectual property does not infringe on the rights of any third parties, including without limitation trademarks, copyrights, trade secrets, or rights of publicity. Client further represents and warrants that all necessary permissions and usage authorizations for all intellectual property (including without limitation all copy, graphics, logos, and names and trademarks) and any and all other supplied materials have been obtained and are hereby delegated to Company for use in performance of the Agreement. Client acknowledges and agrees that all Content posted, uploaded, transmitted, or otherwise distributed is only done with authorization by Client and that Company shall have no liability for any such Content. If Company receives any notice of alleged intellectual property infringement in connection with Client's use of the Product or Web Tools, Company will, without advance notice to Client, disable all access to the allegedly infringing Content and may at its sole option terminate the Agreement.

13. COMPANY'S INTELLECTUAL PROPERTY. Client acknowledges and agrees that the Products and Services (including Web Tools), with the exception of Content provided by Client, are the property of Company. Company retains exclusive rights to its "Intellectual Property", including without limitation trade secrets, ideas and concepts, know-how, methods, techniques, templates, trademarks, patents, models, licenses, castings, drawings, designs and technical information, and computer software conceived, developed or reduced to practice by Company, including but not limited to the Product and Services provided in connection with the Agreement. Company is merely granting a non-exclusive, non-transferable license to Client to use the Product and Services pursuant to the terms of the Agreement.

14. CONFIDENTIALITY/NONDISCLOSURE. Client acknowledges and agrees that during the Term of this Agreement, Client may learn confidential information about Company's business, customers, vendors, finances, properties, methods of operation, computer programs, Intellectual Property and other such information, whether written, oral, electronic or otherwise. Client agrees that, except as directed by Company, it will not at any time during or after the Term of this Agreement disclose any such confidential information to any third party. Client acknowledges and agrees that it shall use Company's confidential information solely for the purposes contemplated in this Agreement. Client may only disclose Company's confidential information upon order of any competent court or government agency, provided that prior to disclosure Client shall inform Company of such order within a reasonable time to allow Company to object to such order if it desires. Client further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement. At the termination or expiration of the Agreement, Client shall either return Company's confidential information in its possession, custody or control (including all copies) or shall, at Company's direction, destroy Company's confidential information in Client's possession (including all copies) and certify its destruction to Company. This paragraph shall not extend to information that has become publicly available through no fault of the Client.

15. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances applicable to use of the Product and Services.

16. COMPANY'S REPRESENTATIONS AND WARRANTIES. Company represents and warrants: (i) the Services will be performed in accordance with the Agreement provided that Client does not improperly request or use the Services; (ii) the Product shall be free from defects in materials or workmanship during the Initial Term; (iii) the Web Tools will substantially perform during the Initial Term failing which Company will use commercially reasonable efforts to correct any performance failure. Company shall have no obligation with respect to these representations and warranties if either the Product or the Web Tools has been altered or modified, reinstalled, operated, repaired or maintained by anyone other than Company, or has been subjected to abnormal physical or electrical stress, misuse, negligence or accident.

17. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE HEREUNDER FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, DAMAGE TO, OR LOSS OF, ANY RECORDS OR DATA OR ANY CLAIM OR DEMAND DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF SUCH POSSIBILITY. COMPANY'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR BY STATUTE OR OTHERWISE) TO CLIENT OR TO ANY THIRD PARTY CONCERNING THE PERFORMANCE OR NONPERFORMANCE OF COMPANY, ITS PRODUCT, WEB TOOLS, OR SERVICES SHALL NOT IN THE AGGREGATE EXCEED THE AMOUNT PAID BY CLIENT TO COMPANY FOR INITIAL FEES PLUS THE LESSER OF THE MONTHLY FEES PAID DURING THE INITIAL TERM OR THE MONTHLY FEES PAID TO THE DATE OF THE DETERMINATION OF SUCH LIABILITY. CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL BE FOR COMPANY, UPON WRITTEN NOTICE, TO HAVE THE OPPORTUNITY TO CURE THE BREACH AT ITS EXPENSE, AND FAILING THAT, THE RETURN OF FEES PAID BY CLIENT TO COMPANY FOR THE EQUIVALENT OF INITIAL FEES PLUS THE LESSER OF THE MONTHLY FEES PAID DURING THE INITIAL TERM OR THE MONTHLY FEES PAID TO THE DATE OF THE DETERMINATION OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS OR EXCLUSIONS SO THEY MAY NOT APPLY TO YOU.

18. DISCLAIMER OF WARRANTIES. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY CANNOT AND DOES NOT GUARANTEE THAT THE PRODUCT, WEB TOOLS AND/OR SERVICES WILL OBTAIN TANGIBLE OR QUANTIFIABLE BENEFIT FOR CLIENT. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY SHALL HAVE NO LIABILITY FOR THE FAILURE OF CLIENT AND/OR ITS FACILITY TO OBTAIN FINANCIAL, CRITICAL OR OTHER BENEFIT. CLIENT UNDERSTANDS

AND AGREES THAT ALL PRODUCTS, WEB TOOLS AND SERVICES ARE PROVIDED ON “AS IS” AND “AS AVAILABLE” BASES, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

19. FORCE MAJEURE. Company shall not be liable or responsible for any delay or failure to perform any part of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, labor unrest, riot, embargo, civil or military authority, accident, inability to obtain raw materials or supplies, acts or omissions of carriers, act of God, or other such contingencies beyond its control. Notice with full details of any such event shall be provided to Client as promptly as practicable after its occurrence.

20. MAINTENANCE. Client shall: (i) at its own expense, maintain the Product in good operating condition, repair and appearance, with the sole exception allowed for reasonable wear and tear; (ii) if the Product is not operational, under the direction of Company’s service department, to perform routine troubleshooting by removing cover of Product and connection the Product with a USB mouse and keyboard and if necessary, to reset the Product using the reset button, after which if the Product is not operational, to replace, or retain a qualified installer to replace, the non-operational components provided to Client by Company; (iii) not, without Company’s prior consent, make any alterations, additions, accessions or attachments to the Product except for the purposes of installation and cleaning or troubleshooting (which shall be at Company’s direction); and (iv) at its own expense replace all components of the Product whose integrity has been compromised by the acts or omissions of Client including, without limitation, the placement of stickers or posted material and scratches on Product. As previously set forth in the Agreement, Company shall provide Client with access to Product key.

21. SUBSIDIES. Client is entitled to receive in whole or in part, at Client’s sole option, the Marketing Subsidy or any other subsidy offered by Company subject to the conditions set forth herein. Client’s election to receive the Marketing Subsidy shall be set forth in the User Agreement. The Marketing Subsidy allows Client a discount on Monthly Fees in exchange for Client providing Company and its agents with 10% of the time/space available each month on the Product. Client still reserves the right to select the appropriate campaigns to post on its Product and accompanying Web Tools, but in the event the 10% commitment is not fulfilled with Client-approved Content, Company reserves the right in its sole discretion to schedule campaigns to fulfill the 10% time/space commitment. Client’s entitlement to receive the Marketing Subsidy or other subsidies offered by Company is conditional upon the Client satisfying each of the following: (i) within two (2) weeks of its delivery to the Location set forth in the User Agreement, the Product must be installed, connected to its power source and the Internet, and Client must have begun paying the Monthly Fees; (ii) Client’s Content must have been delivered to Company in accordance with Company’s two-week production schedule or another production schedule must be agreed to in writing by Company, in Company’s sole discretion; (iii) Client’s Content must at all times be current and represent Client’s latest menu items, specials and promotions; and (iv) at a minimum Client must update the images and if appropriate, its menu items, and promotions at least once every three (3) months.

22. INDEMNIFICATION. Client agrees to hold Company harmless and fully indemnify Company against all actual or threatened claims, including, without limitation, costs, reasonable attorneys’ fees and expert witnesses’ fees incurred in connection with such claims, made by third parties (including Client’s employees) related to (i) Client’s business operations; (ii) Client’s intellectual property or other materials submitted by Client to Company; (iii) activities Company undertakes at Client’s request or instruction; (iv) Client’s breach of this Agreement; (v) any personal injury or property damage or other commercial loss

arising from the delivery, installation, use, operation, condition, return, removal and re-delivery of the Product; (vi) any use or operation of the Product and/or the Web Tools by the Client that infringes another's intellectual property rights; (vii) any defamatory, offensive, illegal posting on or through the Product or Web Tools by Client, its directors, officers, employees, agents, affiliates, or consultants; or (viii) the impairment, disappearance, damage or destruction of the Product.

23. INSURANCE. Client shall, during the Term of the Agreement maintain, at Client's sole expense, (i) insurance against the loss, theft or damage to the Product for its full replacement value, naming Company as loss payee and waiving subrogation against Client; (ii) public liability and property damage insurance of at least \$2,000,000 per occurrence naming Company as additional insured with endorsements: (a) that Company shall be given 30 days written notice before it is materially altered or canceled; (b) the insurance is primary and not contributory, and (c) Company's interest shall not be invalidated or otherwise adversely affected by any act or omission of Client or its agents, servants or employees. Client shall deliver a copy of such policy upon the request of Company.

24. DEFAULT. Client shall be in default if: (i) Client fails to pay when due any amount due and owing Company under the Agreement; (ii) Client remains in default of any term, covenant (other than covenant to pay) or condition of the Agreement five (5) days after delivery by Company to Client of notice of such default; (iii) insurance to be carried by Client under the Agreement is, for any reason, canceled, to be canceled, or altered; (iv) the Internet remains unconnected between Product and Company for a period of 72 hours; or (v) Client makes an assignment for the benefit of its creditors, or a proceeding in bankruptcy, receivership or insolvency is instituted against Client or Client's property, or Client ceases to carry on business. Upon default, Company may, in its sole discretion: (a) take possession of Product without demand, notice or legal process; or (b) whether or not the Agreement has been or deemed, at law or in equity, to have been terminated, commence proceedings to recover damages.

25. LATE CHARGES AND INTEREST. Client shall pay interest on any amounts past due under the Agreement at a rate of 18% per annum calculated monthly from the day such amount was due, with interest on overdue interest at the same rate, both before and after default and judgment until the amount past due and the interest thereon is paid in full.

26. ASSIGNMENT AND SUBLET. Client shall not, without Company's prior written consent, assign any rights or obligations under the Agreement or give up possession of or sublet the Product. Company may assign, in its sole discretion and without advance notice to Client, the Agreement and its rights and interest in the Agreement. Upon Company's assignment Company shall be released of all obligations and liability under the Agreement. Though Client's consent to Company's assignment is not necessary, Client hereby consents to and waives notice of such assignment.

27. SUCCESSORS. The Agreement shall inure to the benefit of and be binding upon the successors and assigns of Company, and the heirs, executors, administrators, successors and permitted assigns of Client.

28. APPLICABLE LAW. The Agreement shall be governed by and interpreted in accordance with the domestic laws of the United States and the State of Washington applicable to contracts made and performed in Washington, without regard to conflict of laws principles. Any judicial action related to, to enforce, construe, or interpret the Agreement shall be commenced in and adjudicated by the United States District Court for the Western District of Washington, which shall be the exclusive venue for such judicial action, unless such dispute does not fall within the jurisdiction of the United States federal courts, in which case the exclusive venue for such judicial action shall be the Superior Court of Washington, King County.

29. NOTICES. Any and all written notices or other written communication provided for herein shall be given in writing on a U.S. business day, delivered either personally or via facsimile transmission addressed to the party at the applicable address or facsimile number provided in the User Agreement. Any notice given by personal delivery will be deemed to have been received on the day of actual delivery if a business day, and if not, then on the business day next following the day of actual delivery, and if

transmitted via facsimile before 3:00 p.m. (local time of recipient) on a business day, will be deemed to have been received on that business day, and if transmitted by facsimile after 3:00 p.m. (local time of recipient) on a business day or any other day, then on the business day next following the day of transmittal.

30. INDEPENDENT CONTRACTOR. For purposes of the Agreement, Company is an independent contractor and nothing in the Agreement shall create, or be construed to create, any agency, partnership, joint venture or other form of joint enterprise between Company and Client.

31. ATTRIBUTION. Company may identify Client as a client of Company and may describe generally the Product and Services on Company's website and in all other Company marketing materials.

32. INTERPRETATION AND SEVERABILITY. If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.

33. INTEGRATION. The Agreement (which, as previously defined, includes both the User Agreement and this General Terms) constitutes the entire agreement between the parties. No prior or contemporaneous written, oral, or electronic representation form a part of the Agreement, and the Agreement supersedes all prior and contemporaneous electronic, oral, and written agreements, negotiations, and representations between the parties relating to the subject matter of the Agreement.

34. NO WAIVER. The failure of either party at any time to enforce any right or remedy available to it under the Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

35. NO THIRD PARTY BENEFICIARIES. The Agreement is not intended to, and shall not be construed to provide any rights, remedies or benefits to or for any person or entity not a party to the Agreement.