

DIGITAL AUTOBOX (STREETMEET INC.) GENERAL TERMS

1. GENERAL.

THESE GENERAL TERMS CONTAIN IMPORTANT AND RELEVANT INFORMATION ABOUT THE CLIENT'S AND DIGITAL AUTOBOX RIGHTS, OBLIGATION AND REMEDIES in connection with the Product and the Service identified in the Digital Autobox and/or Streetmeet Inc. User Agreement (the "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. "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 Autobox and/or Streetmeet Inc. ("Company") to purchase the Product identified in the User Agreement, Company hereby leases to Client and Client hereby leases from Company the Product identified in the User Agreement subject to and upon the terms and conditions contained in this Agreement and solely in connection with the use of the Service and no other software. During the currency of this Agreement, Company also grants Client a non-exclusive, non-transferable license to use the Product and the Service (including the Web Tools, as defined below).

3. CONFIRMATION OF USE; MODIFICATIONS.

By executing the User Agreement Client confirms having read, understood and agreed to be bound by these General Terms which are available by accessing Company's website (the "Site" currently located at www.digitalautobox.com, which location may be changed by Company upon reasonable notice to Client and without Client's consent). Company reserves the right, in its sole discretion, to change, modify, add, or delete portions of these General Terms at any time. Any such change will be effective the day it is available for viewing on the Site. Client's continued use of the Service constitutes Client's acceptance of the then current version of these General Terms. Client hereby acknowledges and agrees that it is Client's responsibility to regularly check the Site 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 this Agreement, for any reason other than Client's breach of the Agreement, and upon Client's return of the Product and associated keys, Company shall return the Security Deposit or the remaining balance, if any, to Client, without interest.

5. OPT-OUT.

If the User Agreement specifies an "Opt Out" specifically on the contract it is mutually agreed by both the Company and the Client that said "Opt Out" period shall begin at the start of service. The specified "Opt Out" will also expire after the specified time has elapsed which is calculated from the beginning of service. The Client also waives all rights for said "Opt Out" once the "Opt Out" period expires and agrees to be bound to the term of this agreement.

6. TERM; TERMINATION.

The User Agreement describes the Initial Term, which unless otherwise specified is 36 months, and Renewal Terms of this Agreement. Company may terminate the Agreement upon 90 days written notice to Client. Either Client or Company may terminate the Agreement at the end of the initial 36 month term upon written notice provided no earlier than 45 days before the expiration of the then-current Term and no later than 30 days before the expiration of the then-current Term. Client may not terminate this Agreement resulting from any matter or thing outside Company's control, including without limitation, Client's inability to obtain proper permitting for displaying the Product, if Client believes the Product or the Service are not achieving Client's desired result, or issues with Internet connectivity.

7. EFFECT OF TERMINATION.

Upon termination of this Agreement, except as provided in section 5, Client shall pay Company all outstanding Initial 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 this Agreement and shall pay Company, in addition to any amount outstanding under this 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 this 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 this 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 and that Client bears the sole responsibility for the cost of replacing the 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 THE SERVICE.

Company will provide the Service identified in the User Agreement. Other available services are posted on the Site. The Service includes Client's ability to use the Web Tools, as defined in section 10. 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, the Product and the Service Client has selected and 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 currency of this 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 Service"). 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 the Additional Web Services, provided Client has identified and paid for the Additional Web Services. Client shall designate, in writing, the individual authorized by Client to, and on the Client's behalf, approve the Service and Content (the "Authorized Individual"). Client is solely responsible for all Content and Client, via the Authorized Individual, and for approval of all Content, prior to its public display, via the Web Tools and/or the Additional Web Services. Client shall not: (i) transfer, share, make available or grant to any other person or entity access or use to the Web Tools or the Additional Web Services; (ii) reverse engineer or attempt to reverse engineer, disassemble, decompile, decode or attempt to create the Web Tool's or the Additional Web Services 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, the Additional Web Services or any portion of the Web Tools or the Additional Web Services; (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. 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 the Service and in performance of this 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 this 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, the Web Tools or the Additional Web Services, 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 Product and the Service (including the Web Tools and the Additional Web Services), with the exception of Content provided by Client, are the property of Company. Company retains exclusive rights to its "Intellectual Property" which include 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 the Service provided in connection with this Agreement. Company is merely granting a non-exclusive, non-transferable license to Client to use the Product, the Service, the Web Tools and the Additional Web Services pursuant to the terms of this Agreement.

14. CONFIDENTIALITY/NONDISCLOSURE.

Client acknowledges and agrees that during the currency 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 ("Company's confidential information"). Client agrees that, except as directed by Company, it will not at any time during or after the currency 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 this 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.

Client shall comply with all applicable federal, provincial and local laws, statutes, rules, regulations, and ordinances applicable to use of the Product and the Service.

16. COMPANY'S REPRESENTATIONS AND WARRANTIES.

Company represents and warrants: (i) the Service will be performed in accordance with this Agreement provided Client does not improperly request or use the Service; (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 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, THE ADDITIONAL WEB SERVICES OR THE SERVICE. 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, THE ADDITIONAL WEB SERVICES AND/OR THE SERVICE 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 THE PRODUCT, THE WEB TOOLS, THE ADDITIONAL WEB SERVICES AND THE SERVICE ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS, 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 this 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 the 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 this Agreement, Company shall provide Client with access to the 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 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, the Web Tools or the Additional Web Services 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 currency 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 owing Company under this Agreement; (ii) Client remains in default of any term, covenant (other than covenant to pay) or condition of this Agreement five (5) days after delivery by Company to Client of notice of such default; (iii) insurance to be carried by Client under this Agreement is, for any reason, canceled, to be canceled, or altered; (iv) the Internet remains unconnected between the 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 the Product without demand, notice or legal process; or (b) whether or not this 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 this 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.

The Client shall not assign any rights under this Agreement or give up possession of or sub-let the Product, without the prior written consent of Company. Company may assign this Agreement or its interest in this Agreement and upon such assignment Company shall be released of all obligations and liability under this Agreement and Client hereby consents to such assignment and waives notice of and signification of a copy of such assignment.

27. SUCCESSORS.

This Agreement shall enure 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.

Every proceeding in connection with or relating to this Agreement, including without limitation its enforceability shall be submitted to the exclusive jurisdiction of the courts of Ontario or if applicable the Federal Court of Canada and neither the Client nor anyone on behalf of the Client may commence in, or request that any proceeding be brought or moved to, another jurisdiction.

29. NOTICES.

Any communication (a "notice") to be given in connection with this Agreement shall be given in writing on a day which is not a Saturday, Sunday or statutory holiday in the Province of Ontario (a "business day"), and may be given by personal delivery or transmitted by facsimile addressed to Company or Client by the other at the applicable address or facsimile number above or such other address or facsimile number as may be designated by notice by either of them to the other 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 by facsimile before 3:00 p.m. 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. on a business day or any other day, then on the business day next following the day of transmittal.

30. INDEPENDENT CONTRACTOR.

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 the Service 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 this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either Company or Client.

33. INTEGRATION.

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

34. NO WAIVER.

The failure of Company at any time to enforce any right or remedy available to it under this Agreement shall not be construed to be a waiver of such right or remedy with respect to any other right or remedy.