

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") between "**Customer**" (as defined below) and , SmartReceipt, Inc. a California corporation with principal offices at 55 Castilian Drive, Santa Barbara, California 93117 ("**SmartReceipt**"), shall be deemed effective and deemed integrated into each Order Form submitted by Customer and accepted by SmartReceipt, upon the date of acceptance of the Order Form by SmartReceipt ("Effective Date"). All capitalized terms defined in this opening paragraph or Section 1 shall have and be construed using the meanings specified therein.

1. DEFINITIONS

1.1 Authorized Point of Sale ("POS") Terminals: Customer is entitled to use the Software on the number of POS terminals indicated on the Order Form. Once a point of sale terminal is integrated to interface with the Software, the terminal is considered an Authorized POS Terminal and any substitution or transfer between terminals may result in additional charges.

1.2 Customer: Each person or entity that has submitted an Order Form to SmartReceipt that has been accepted by SmartReceipt for the license of Software.

1.3 Documentation: Written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the hardware and software computer programs for the Software and designated as the official documentation by SmartReceipt. Documentation may include, but not be limited to, flow charts, logic diagrams, object codes, and any changes, additions or modifications provided through Maintenance or Enhancements.

1.4 Enhancements: Any addition to, change in or modification of the most current Release of Software that is not a correction of a Nonconformity, that SmartReceipt makes generally available to licensees of the Software during the term of their agreement with SmartReceipt.

1.6 License Fee: The fee payable by Customer for the Term to use the Software, and specifically licensed applications, licensed on a specified number of point of sale terminals. License Fee amounts, number of Authorized POS Terminals, and payment terms are contained in Section 9 below.

1.7 Maintenance: The correction of a Nonconformity, at SmartReceipt's expense, in the most current Release of Software for those parts of such Software which have not been modified or affected by any modification.

1.9 Nonconformity: A material failure of a component of the Software to operate in accordance with such Software's manuals designated by SmartReceipt and provided to Customer as Documentation to such programs.

1.10 Order Form: Each purchase order request for Software licenses submitted by Customer and accepted by SmartReceipt that integrates this Agreement. To the extent that any such Order Form contains any provision or condition additional to or inconsistent with this Agreement or purports to amend this Agreement in any way, such terms shall be null and void and not apply to this Agreement or the Order Form unless and until such term(s) is separately, specifically and individually acknowledged and accepted in writing by SmartReceipt, which may be only by SmartReceipt exchanging with Customer an amendment to this Agreement incorporating such term(s) and both parties executing the amendment.

1.11 Release: An edition of the Software and specific applications licensed which is made generally available to licensees. Current Customers not in breach of any of their obligations

under this Agreement shall be entitled to receive and use Releases for Software and specific applications licensed during the Term at the time of such general availability.

1.12 Software: A collection of computer data instructions that contain various functionalities including specific applications and interfacing between computer hardware. Software also includes any changes, additions or modifications provided by SmartReceipt. Only those applications included in on the Order Form are licensed to Customer. Additional applications may be offered by SmartReceipt at additional cost.

1.13 Support: The specific provisions for providing remote maintenance and support, and any on-site services, if required, shall be covered in a separate agreement between the parties.

1.14 Term: This Agreement is effective upon the acceptance by SmartReceipt of an Order Form and shall remain in effect for the term specified on the Order Form.

2. SCOPE OF LICENSE 2.1 In consideration for the License Fee, SmartReceipt grants Customer a personal, nontransferable, non-assignable and nonexclusive license to use the Software and specific applications set forth in the Order Form. At the end of the Term, Customer may no longer use the Software and this license shall cease. During the Term, Software must be utilized with Authorized POS Terminals.

2.2 SmartReceipt does not grant or assign to Customer any legal or equitable title or other right in Software and/or the specific applications. Customer may not sell, assign, pledge, lease, transfer, license, sublicense or in any way encumber the Software.

2.4 SmartReceipt may, from time to time, perform statistical analyses of individuals' behavior and characteristics as a group, and may provide aggregated data from these analyses to third parties. This aggregate transaction data will not contain data that would identify Customer or the data as having come from Customer. The foregoing is not intended to and does not create any contractual or other legal rights in or on behalf of any person not a party to this Agreement.

2.5 The Software licensed to Customer shall be the North American version of the Software.

2.6 Customer shall have the right, at no additional charge, to reproduce solely for its internal use, all original user manuals (and similar such Documentation) furnished by SmartReceipt under this Agreement. All copies of those types of Documentation made by Customer shall include any proprietary notice or stamp that has been affixed by SmartReceipt.

2.7 SmartReceipt shall retain for a rolling period of one (1) year of historical transactional data hosted by SmartReceipt on Customer's behalf for reporting purposes. Notwithstanding the foregoing, such data may be retained by SmartReceipt indefinitely in a format not accessible by Customer.

3. CUSTOMER REQUIREMENTS

3.1 Customer acknowledges that the Software contains unique, confidential and secret information and is the trade secret and confidential proprietary product of SmartReceipt. Customer shall not allow any person or entity to copy the Software in whole or in part in any manner. Customer shall not disclose or otherwise make the Software available to any person or entity other than employees required to have such knowledge for normal use of such Software. Customer agrees to obligate each such employee or agent to a level of care sufficient to protect the Software from unauthorized use or disclosure. These obligations are independent covenants and shall continue after the Agreement is terminated.

3.2 Customer may not attempt to reverse engineer, reverse assemble or reverse compile any components of the Software.

3.3 Customer may not export, re-export, or import the Software or any component thereof or Documentation without first obtaining the written permission of SmartReceipt and Customer obtaining (at its own expense) any licenses that may be required under any applicable export or import laws.

3.4. Customer acknowledges the need for persistent Internet connectivity to access the Software, which shall be Customer's responsibility. Customer acknowledges that SmartReceipt is authorized to access Authorized POS Terminals remotely for Maintenance by using industry standard Internet connectivity protocols. SmartReceipt will use secure remote connectivity protocols such as HTTPS to connect to Customer's Authorized POS Terminals. In the event that Customer has an existing protocol for remote connectivity, SmartReceipt will make its best efforts to utilize Customer's protocol, as provided by Customer. If attempts fail to access the Authorized POS Terminals using such Customer protocol, Customer hereby authorizes SmartReceipt to utilize the above-described methods to access the Authorized POS Terminals.

3.6 It is the Customer's responsibility to have in place virus protection software and security for all Customer equipment that interacts with SmartReceipt Software. Customer acknowledges that installation and ongoing maintenance of network security, virus protection and firewalls is Customer's sole responsibility and cost. SmartReceipt will not be responsible for any losses or damage incurred by Customer due to network security or software viruses.

3.7 Customer agrees that SmartReceipt's sole responsibility regarding training is to provide a qualified instructor for the contracted number of training hours specified in the Order Form. SmartReceipt neither warrants nor represents that after such training time any specific individual or individuals designated by Customer will be able to properly use and operate the Software. Any additional training requested by Customer will be billed by SmartReceipt at SmartReceipt's prevailing rates.

4. LICENSE CHARGES DISCLAIMER

Customer recognizes that the License Fee does not include the hardware or the third party software products which may be required to be purchased or licensed by Customer for Customer to utilize the Software or various capabilities of the Software. Customer is responsible for the costs and licenses to obtain such hardware or third party software.

5. General Maintenance Provisions

5.1 SmartReceipt shall provide Maintenance to Customer for Authorized POS Terminals for licensed Software and specific applications purchased through an Order Form and fully-paid, subject to the conditions set forth below.

5.2 In order to receive Maintenance, Customer shall advise SmartReceipt of a suspected Nonconformity and shall submit all necessary documentation for Nonconformity determination by SmartReceipt. SmartReceipt shall provide remote online and telephone support for suspected Nonconformities. In the event that it is determined that the problem is not a Nonconformity, Customer shall pay SmartReceipt for the reasonable efforts of SmartReceipt's personnel on SmartReceipt's standard time and materials basis. Should SmartReceipt be requested by Customer to provide on-site assistance, Customer shall pay SmartReceipt for SmartReceipt's personnel on SmartReceipt's standard time and materials basis, including reasonable travel, living and out-of-pocket expenses, if any. If it is necessary for materials and/or written instructions to be provided to Customer for Customer to implement a correction to the Nonconformity, the foregoing shall be delivered to Customer.

5.3 The cost, if any, associated with installing Maintenance and with shipping and installing Enhancements is Customer's responsibility.

5.4 For any services beyond Maintenance, Customer shall provide an Order Form and such additional services shall be provided at SmartReceipt's then current time and materials rates on an "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTY. Further, if such services shall be required on-site, Customer agrees to pay all reasonable travel, living and out-of-pocket expenses incurred by SmartReceipt's personnel providing such services.

6. WARRANTIES & REMEDIES

6.1 SmartReceipt –

(a) SmartReceipt warrants that SmartReceipt has the right to license the Software to Customer and agrees to defend Customer against all claims arising from the actual or alleged infringement by such Software of the rights of third parties, provided that Customer notifies SmartReceipt in writing within 72 hours of the receipt by Customer of any such claim or notice of any such claim and permits SmartReceipt upon request, and at SmartReceipt's cost and expense, to assume and control the defense or settlement thereof. Customer agrees to cooperate with SmartReceipt in every reasonable manner in the defense of such claim. In defending or settling any such claim SmartReceipt may elect, in SmartReceipt's sole discretion, to (a) obtain the right of continued use of such Software or part thereof, which is alleged to be infringing, or (b) replace or modify such Software, or part thereof, so as to avoid such claim of infringement and Customer will cease use of the Software, or part of thereof, which was replaced or modified, or (c) refund to Customer a pro rata portion paid under this Agreement for Customer's loss of future use of the Software and Customer will cease use of the Software or part of thereof. SmartReceipt will not be obligated to defend or settle any claim of infringement (i) asserted by a parent, subsidiary or affiliate of Customer, (ii) resulting from Customer's additions to, changes in, or modification of the Software or (iii) resulting from Customer's use of the Software in a manner or combination with non-SmartReceipt products/software not prescribed by the Documentation.

(b) Customer acknowledges that the Software may contain Nonconformities. SmartReceipt warrants that it will correct, at SmartReceipt's sole cost and expense, the most current Software or part thereof if the Software materially fails to operate substantially in accordance with the Documentation during the Term. Correction may be made through a Release of the Software or specific applications licensed.

6.2 Customer –

(a) Customer warrants, represents and undertakes to SmartReceipt that (i) it has the full power and authority to carry out the actions contemplated under the Order Form and this Agreement, and that its entry into and performance of its obligations under the terms of this Agreement and each Order Form will not cause it to be in breach of any obligations to a third party; and (ii) it shall at all times in using the Software comply fully with any and all applicable laws.

(b) Customer shall indemnify SmartReceipt and hold SmartReceipt harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other reasonable professional costs and expenses) suffered or incurred by SmartReceipt arising out of or in connection with a third party claim resulting from any breach by Customer of this Agreement.

7. DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF REMEDY

7.1 THE SMARTRECEIPT WARRANTIES SET FORTH IN Section 6.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 CUSTOMER'S REMEDIES AND SMARTRECEIPT'S LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES AND LIABILITIES SET FORTH IN SECTION 6.1 OF THIS AGREEMENT. IF NOTWITHSTANDING THE ABOVE CUSTOMER IS ENTITLED TO RECOVER DAMAGES FROM SMARTRECEIPT FOR ANY REASON, THEN IN THE AGGREGATE SMARTRECEIPT SHALL ONLY BE LIABLE FOR (i) PAYMENTS MADE IN DEFENSE OF ANY INFRINGEMENT CLAIM UNDER SECTION 6.1 ABOVE AND (ii) THE AMOUNT OF ANY OTHER ACTUAL LOSS OR DAMAGE WHICH IS NOT IN EXCESS OF A PRO-RATA AMOUNT OF THE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SMARTRECEIPT FROM THE TIME OF CLAIM AMORTIZED OVER FIVE (5) YEARS.

8. FORCE MAJEURE

With the exception of payment obligations hereunder, neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond such party's reasonable control.

9. GENERAL PAYMENT PROVISIONS

9.1 Customer shall pay all amounts quoted by SmartReceipt and then set forth in the Order Form(s). The payment method shall be set forth on the Order Form and if not may be made via wire transfer pursuant to SmartReceipt's instructions. If any amount owed by Customer remains unpaid in whole or part for a period of 30 days or more, Customer shall pay a late charge to SmartReceipt. The late charge shall be compounded and computed daily at the lesser of (i) 1.5% per month, or (ii) the highest rate permitted by law. Further, Customer shall be liable for all costs, including legal fees, associated with the collection of any outstanding balances.

9.2 In addition to all fees and costs paid hereunder, Customer shall pay or reimburse SmartReceipt for all federal, state, local or other tariffs and taxes not based on Customer's net income or worth, including but not limited to, sales, use, value-added, privilege and property taxes, or amounts levied in lieu thereof, based on charges payable under this Agreement (including an Order Form), or any of its component's use or any services performed hereunder, or measured thereby, whether such taxes are now or hereafter imposed under the authority of any federal state, local or other taxing jurisdiction. Customers shall also pay any interest or penalties on such tax; provided, however, Customer shall not be responsible for any interest or penalties resulting from SmartReceipt's failure to forward tax funds received from Customers to the applicable tax authority. This provision does not include taxes based upon the net income of SmartReceipt.

10. TERMINATION

10.1 Either party may terminate this Agreement upon breach of a material term by the other party of this Agreement, provided that the party in breach is notified in writing by the other party of the breach and such breach is not cured or a satisfactory resolution agreed upon in writing within 30 days of such notice. Unless terminated in accordance with the foregoing, this Agreement shall continue through the end of the license period specified in an Order Form and any extensions thereto, at which time it shall terminate.

10.2 Upon termination of this Agreement, Customer agrees to cease using the Software and all applicable licenses shall cease. Within 30 days after such termination, Customer shall destroy all Documentation and certify to SmartReceipt in writing that it has done so. In the event of Customer's failure to do so within the time provided herein, Customer agrees that SmartReceipt shall be entitled to: (a) obtain injunctive relief to require such forthwith

performance; (b) reasonable attorneys fees and costs incurred in obtaining such injunctive relief; and (c) such damages as a court of competent jurisdiction shall award.

11. GENERAL

11.1 All notices which are required to be given pursuant to this Agreement shall be in writing to: (a) SmartReceipt - the address listed at the top of this Agreement; and (b) Customer - the address listed on the Order Form; or to such other address as a party may designate by proper notice hereunder. Notices shall be delivered by certified mail, return receipt requested, first class postage prepaid, or sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by facsimile, with a copy thereof sent by one of the other means. Notices shall be deemed to have been given at the time delivered or that delivery is refused.

11.2 Customer promises not to disclose the terms and conditions of this Agreement to any third party, except as required in the normal conduct of Customer's business or as agreed to by SmartReceipt. SmartReceipt will have the right to disclose publicly through a news release and in SmartReceipt's sales and marketing materials the full name of Customer, the location of Customer, and the products purchased and licensed by Customer without Customer's prior approval. Any additional details of the business agreement(s) between SmartReceipt and Customer will not be publicized without Customer's prior written approval.

11.3 The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint venturers or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.

11.4 This Agreement and any Order Form that incorporates this Agreement: (i) constitute a fully integrated contract and state the entire agreement between the parties and supersede and merge any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together state the entire understanding and agreement upon which SmartReceipt and Customer rely respecting the subject matter of this Agreement; and may be amended or modified only in a writing agreed to and signed by the authorized representatives of the parties.

11.5 This Agreement shall be deemed to have been entered into and executed in the State of California and shall be construed, performed and enforced in all respects in accordance with the laws of that State, with the exception of its conflicts of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts in Santa Barbara, California, and, to the extent that federal courts have exclusive jurisdiction, in Los Angeles, California. Each party consents to such venue and jurisdiction. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys fees and costs.

11.6 Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by the authorized representative of the party. No delay or omission by either party hereto in exercising any right shall operate as a waiver of such right. A waiver of a right on any one occasion shall not be construed as a waiver of such right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. Notwithstanding the foregoing, no action, with the exception of an action for breach of the confidentiality obligations delineated in this Agreement, arising out of breach of this Agreement or transactions related to this Agreement may be brought by either party more than 1 year after the cause of action has accrued, regardless of the form.

11.7 A party shall not without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed) assign any or all of its rights under this Agreement, nor any interest in this Agreement, nor purport to do any of the aforementioned. Notwithstanding the foregoing, Customer understands and agrees that SmartReceipt may subcontract from time to time certain services relating to Maintenance and to Enhancement of the Software. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties.

11.8 The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of the Agreement.

11.9 If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. SmartReceipt and Customer certify by their undersigned authorized representatives that they have read this Agreement and agree to be bound by its terms and conditions.

11.10 BY SUBMISSION OF YOUR ORDER FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ACCEPT THIS AGREEMENT IN ITS ENTIRETY. FURTHER, YOU REPRESENT AND WARRANT THAT THE PERSON EXECUTING THE ORDER FORM IS OVER THE AGE OF 18 AND AUTHORIZED BY YOU TO ENTER INTO THIS AGREEMENT. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

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