ONOSYS CUSTOMER TERMS AND CONDITIONS

The following terms and conditions govern your ("Client" or "you") use of the online ordering services ("Services") offered by nuOnosys Inc. d/b/a Onosys ("Onosys"). In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Onosys Services.

Engagement. During the License Term (defined below) Client hereby engages Onosys, and Onosys hereby accepts such engagement to license to Client a customized, hosted website (the "Website") and online ordering capabilities (collectively, the "Services"). Onosys is responsible only for providing the Services, and Onosys is not responsible for providing any services or performing any tasks not specifically set forth in this Agreement. Customization, support and training services are available on an as-needed basis and will be billed on an hourly basis.

Fees and Expenses. Client shall pay Onosys a monthly license fee that was pre-determined with corporate per location. (The "License Fee.") Onosys's performance of the Services under this Agreement is expressly conditioned upon, and subject to, Client's payment in full of the License Fee as set forth herein. The monthly License Fee is set during the first year of this agreement and is subject to change on an annual basis. Client shall reimburse Onosys upon request for all reasonable and necessary out-of-pocket expenses, including, without limitation, reasonable travel and travel-related expenses, incurred by Onosys in performing its duties under this Agreement. Client shall reimburse Onosys for all of its costs and expenses, including reasonable attorneys' fees, incurred by Onosys in exercising any of its rights or remedies hereunder. Client shall pay all federal and state taxes, assessments, charges and other taxes that are imposed by any governmental authority by virtue of this Agreement, exclusive of taxes based upon the net income of Onosys.

Late Fees. Client shall be obligated to pay to Onosys a late payment fee equal to 1 ½% of the outstanding balance owed to Onosys hereunder for each month or portion thereof that payment hereunder is late, or the maximum amount permitted by law, whichever is less. Upon Onosys's written request, Client shall reimburse Onosys for all of its costs and expenses, including reasonable attorneys' fees, incurred by Onosys in exercising any of its rights or remedies under this Agreement. Onosys reserves the right to cease its performance under this Agreement in the event that Client is in default of its payment obligations hereunder for so long as such default continues. Notwithstanding anything to the contrary contained in this Agreement, Onosys shall have the right to cease performance under this Agreement in the event that Client is delinquent or in default of any of its payment obligations under this Agreement.

Payment. The termination or expiration of this Agreement for any reason shall not relieve Client of its payment obligations to Onosys incurred prior to the date of termination or expiration.

Term/Termination. The Agreement shall be on a on a month-to-month basis until either party gives the other party thirty (30) days written notice of its desire to terminate the Agreement. Onosys may terminate the agreement immediately if Client materially breaches any of its representations, warranties or obligations under this Agreement

2. Proprietary Rights and Licenses.

Onosys IP. The parties acknowledge and agree that Onosys shall retain all proprietary rights in and to all of its business and Services provided hereunder, including all software applications ("Applications"), machine readable source code and machine executable object code ("Code"), concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, and know-how contained therein and all modifications, updates and enhancements thereof or any other aspect of the Services, the name "Onosys" or any derivatives thereof, and all copyrights, patents and patent rights, trademarks and trademark rights, trade secrets and trade secret rights and other Onosys IP and proprietary rights related to any of the Services (collectively, the "Onosys IP"). The parties acknowledge and agree that all modifications, updates and enhancements to Onosys IP (including those made or developed pursuant to this Agreement) and all Onosys IP and other proprietary rights derived therefrom, shall belong to Onosys.

Applications License. Subject to the terms and conditions of this Agreement including, without limitation, the payment in full by Client to Onosys of any and all amounts payable to Onosys under this Agreement, for the License Term, Onosys will grant to Client a non-exclusive, worldwide, non-assignable, nonsublicenseable, non-transferrable license to use the Applications pursuant to the terms and conditions set forth herein. All rights not expressly granted to Client are reserved to and retained by Onosys.

Client Content License. Subject to the terms and conditions of this Agreement, Client hereby grants to Onosys a non-exclusive, perpetual, worldwide, royalty free license to use, reproduce, distribute, transmit, perform, display, edit, modify, adapt, translate, exhibit, publish, and create derivative works from its copyrights, logos, trade names, trademarks and service marks and other client information as necessary to render Services to Client under this Agreement.

Limitations on Licenses. Client shall not, directly or indirectly: (a) copy, modify or create any derivative work of the Applications, Code or Onosys IP (or any portion thereof); (b) disassemble, reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code, the underlying ideas, algorithms, structure or organization of the Applications or Code; (c) distribute, assign, sell, transfer, hypothecate, encumber or otherwise convey any of the Applications, Code or Onosys IP to any other person, firm or entity; or (d) authorize or permit any third party to do any of the foregoing. Client shall not remove, alter, cover or obfuscate any copyright, trademark or other proprietary rights notices placed or embedded by Onosys on or in the Applications, including and without limitation any logo or tag line.

3. Client Representations.

Compliance with Law. Client shall only use the Applications in strict compliance with all applicable federal, state, local and foreign laws, rules and regulations including, without limitation, laws rules and regulations pertaining to the export of computer software and encryption. Client shall immediately notify Onosys of any unauthorized use or infringement of the Applications, or any patent or patent right, copyright, trademark or trademark right, trade secret or trade secret right, or other Onosys IP or proprietary right related thereto by Client or any employee, agent or representative of Client of which Client becomes aware.

Further Assurances. Client shall execute, upon Onosys's request, any documentation necessary or appropriate to more fully vest or acknowledge Onosys's ownership of the Applications, Code and Onosys IP.

4. Onosys Rights.

5. Disclaimer of Warranties/Limitation of Liability.

Disclaimer of Warranties.

THE APPLICATIONS ARE DELIVERED TO CLIENT, AND THE SERVICES ARE PROVIDED, ON AN "AS IS" BASIS. THE PARTIES AGREE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE SERVICES, THE WEBSITE, THE APPLICATIONS, THE CODE, THE ONOSYS IP OR ANY COMPONENT OR ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ONOSYS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNCTIONALITY, PERFORMANCE, RESULTS OR USE OF THE SERVICES, THE APPLICATIONS, THE CODE OR ANY COMPONENT OR ELEMENT THEREOF. WITHOUT LIMITING THE FOREGOING AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ONOSYS DOES NOT WARRANT THAT THE SERVICES, THE APPLICATIONS, THE CODE, OR ANY COMPONENT OR ELEMENT THEREOF, ARE OR WILL BE ACCURATE, ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED INTRUSION OR MEETS OR WILL MEET CLIENT'S REQUIREMENTS.

Limitation of Liability.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, ONOSYS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OF SERVICES, THE PROVISION OR CLIENT'S USE OF THE WEBSITE, THE APPLICATIONS, THE CODE, OR ANY COMPONENT OR ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, RELIANCE BY ANY PERSON ON INFORMATION OBTAINED THROUGH THE APPLICATION OR CODE, VIRUS TRANSMISSION, OR DELETION OR LOSS OF FILES OR E-MAIL, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF PROFIT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER BY THE ACT OR NEGLIGENCE OF ONOSYS OR OTHERWISE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE MAXIMUM LIABILITY OF ONOSYS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES OR LIABILITIES OF ANY KIND UNDER THIS AGREEMENT (WHETHER FOR INDEMNITY

OR OTHERWISE) SHALL BE LIMITED TO AN AMOUNT EQUAL TO TOTAL AMOUNT OF FEES PAID BY CLIENT TO ONOSYS UNDER THE AGREEMENT.

Notwithstanding anything contained in this Agreement to the contrary, in the event of a breach of this Agreement by Onosys, Client shall notify Onosys of such breach in writing describing in detail such breach (the "Notice of Breach"). Notwithstanding anything to the contrary contained in this Agreement, Onosys shall have the option, in lieu of the payment of damages to Client hereunder, to remedy as soon as is reasonably practicable following the receipt of a Notice of Breach, any such breach to Client's reasonable satisfaction.

Work for Others. Client acknowledges and agrees that Onosys is in the business of designing, developing, hosting and maintaining Internet websites and software applications for its customers and nothing contained in this Agreement shall restrict or preclude Onosys from using the and Onosys IP (including Applications and Code) and its general knowledge, skill and know-how in the development of other Internet websites or software applications, the performance of services which are the same as or similar to the Services, or the licensing, assigning, or otherwise transferring the Applications for other customers of Onosys, including, but not limited to other restaurant franchises.

Promotional Use and Credit. Client hereby grants to Onosys the right to reasonable use of portions of the Applications for its marketing purposes. Onosys may access and use aggregated usage statistics of Client at any time. Client hereby grants to Onosys permission to place a reasonable notice in an agreed upon location on the Website crediting nuOnosys Inc. as designer and Onosys of Website.

6. **Force Majeure**.

Except for the payment of fees by Client, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by any flood, riot, fire, war, act of terrorism, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused, for a commercially reasonable period of time, from such performance to the extent that it is prevented, hindered or delayed by such causes. If a party's performance is delayed for a period of not less than ninety (90) days, the other party may terminate this Agreement upon written notice to the affected party.

7. **Notice**.

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by electronic mail or hand delivery upon receipt thereof, (ii) if by mail, three (3) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, (iii) if by facsimile transmission, upon electronic confirmation thereof, or (iv) if by next day delivery service, upon such delivery. All notices to Onosys shall be addressed as follows (or such other address as either party may in the future specify in writing to the other):

> nuOnosys Inc. d/b/a ONOSYS
> 1220 W 6th St, Ste #200
> Cleveland, OH 44113
> Phone: 888 ONOSYS NOW
> Email: info@onosys.com

> Attention: Matthew Benzel

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of this Agreement shall remain enforceable to the fullest extent by applicable law. This Agreement is not assignable by either party without the prior written consent of the other party; provided, however, that Onosys may assign this Agreement (whether by operation of law or otherwise) to a successor of Onosys if such successor agrees, as a condition to such assignment, to be bound by the terms and conditions of this Agreement.

8. **Jurisdiction and Venue**.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Jurisdiction and venue over disputes arising from this Agreement shall be in the United States District Court for the Northern District of Ohio, Eastern Division, or the Court of Common Pleas for Cuyahoga County, Ohio.

9. **Mediation**.

Notwithstanding anything contained in this Agreement to the contrary, all disputes arising under this Agreement must first, before the institution of legal proceedings (except legal proceedings which seek equitable relief), be submitted to non-binding mediation among the parties and a mediator to be jointly selected by the parties. A party seeking to resolve a dispute hereunder shall notify the other party, in writing, that it wishes to begin the mediation process. Upon receipt of such written notice, the parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the

aforementioned written notice by the receiving party. The parties agree to forebear from instituting legal proceedings (except legal proceeding which seek equitable relief) for a period of fifteen (15) days following the initiation of mediation. If a dispute is not resolved by mediation within such fifteen (15) day period, then the parties may exercise their rights to pursue any and all legal remedies which may be available to them under this Agreement and applicable law.

10. **Miscellaneous.**

Onosys is not a partner or joint venturer of Client for any purpose whatever, but is an independent contractor only. The parties acknowledge that their relationship is that of independent contractors and neither party shall hold itself out as engaging in any other relationship with the other, whether employer/employee, partnership, joint venture or otherwise. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements and understandings (oral or written) with respect to such subject matter. The headings used in this Agreement are for the convenience of the parties only and shall not be construed to be a part of this Agreement. The recitals to this Agreement are incorporated herein by reference. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Any provisions of this Agreement that by their nature are intended to survive, shall survive termination