

DIGITAL HOST SITE AGREEMENT

This DIGITAL HOST SITE AGREEMENT (the “Agreement”) is made effective as of the date of submission of the PREMIUM LOCATION APPLICATION form (the “Effective Date”) by and between **CDSIGNAGE, INC.**, a California Corporation (the “Company”) and the owner/operator of the location submitting the application (the “Host”). The Host and the Company are sometimes referred to in this Agreement as the “Parties” or a “Party” as the context dictates. Unless otherwise defined within the text of this Agreement, or unless the context otherwise discloses their obvious meaning, capitalized terms used in this Agreement shall have the meanings provided in their definitions set forth in Section 2, below.

RECITALS

- A. The Company is in the business of providing Content on Displays located at various Digital Host Sites and whose principal source of revenue is Advertising Fees.
- B. The Host desires to provide the Company with a Digital Host Site at its place of business.
- C. The Company and the Host agree to establish a Digital Host Site at the location identified in this Agreement on the terms and conditions hereinafter set forth.

IN CONSIDERATION, therefore, of the premises and of the mutual promises made, and the obligations incurred, within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SELECTION AND ACCEPTANCE OF DIGITAL HOST SITE. The Company hereby selects the place of business of the Host, identified in the web-form submitted, as a Digital Host Site, and the Host accepts that designation and the related terms of this Agreement.

2. DEFINITIONS. Unless otherwise indicated within this Agreement, the following terms shall bear the meanings ascribed to them within the definitions provided for them below:

- (i) Advertisement. A promotional message localized and appropriate for viewers of the Display at the Digital Host Site and appearing within the Content on one or more Displays located at the Digital Host Site
- (ii) Advertiser. A person or entity that has executed a Digital Advertising Agreement and pays the Advertising Fees in exchange for the creation and presentation of an Advertisement at one or more Digital Host Sites.
- (iii) Content. Entertainment programming and Advertisements appearing on one or more Displays at each Digital Host Site, provided that the Content shall contain no image or text whose display or promotion is, in the sole opinion of the Company, unsuitable.
- (iv) Display. Electronic screen or other medium of variable dimensions owned, operated and maintained by the Company and capable of reproducing the Content.

3. COMPANY OBLIGATIONS. The Company agrees to (i) provide and install the Display, (ii) be solely responsible for supplying all Content to the Display at the Digital Host Site (iii) obtain and maintain adequate insurance.

4. HOST OBLIGATIONS. The Host agrees to perform the following duties throughout the term of this Agreement:

- a. ensure continuous and sufficient electrical power and speed of its Internet connection sufficient to present the Content on the Display during normal business hours of the Host;
- b. provide prompt notice to the Company, and in no event later than within 24 hours, of any interruption to the presentation of the Content on the Display;
- c. provide an unimpeded view of the Display at all times during normal business hours of the Host;
- d. provide adequate training to all personnel representing the Host and having any contact with its customers or the general public about the Content and the Display;
- e. provide access to the Digital Host Site to the Company, through its authorized agents, at all times during the Host’s regular business hours for the purpose of allowing the installation, maintenance, repair and replacement of the Display, as and when necessary, as determined by the Company;
- f. bar any other audio or video content that the Company may deem to be competitive in any way, for the duration of this agreement and for 90 business days following its termination;

g. cooperate fully with the Company to permit the removal of the Display from the Digital Host Site in the event the Host file a petition in any U.S. Bankruptcy Court of appropriate jurisdiction or executes an assignment of its property rights for the benefit of its creditors or is unable to pay its debts as and when they accrue, or it violates any of the "Host Obligations" as set forth in this document; and

h. notify the Company of its intention to change the location of the Digital Host Site from that approved by the Company.

5. REPRESENTATIONS AND WARRANTIES. The Parties hereby represent and warrant, one to the other, the following:

a. The Company hereby represents and warrants to the Host that:

it disclaims any responsibility to the Host or the viewers of the Display concerning any statements or claims made by any Advertiser for products or services that are the subject of any Advertisement, or liability of any kind or description therefor, as the subject matter of each Advertisement is the sole responsibility of the Advertiser.

b. The Host hereby represents and warrants to the Company that:

1) where operating as other than an individual or sole proprietorship, it is an entity fully authorized and existing under the laws of the state of its organization, is fully authorized to enter into this Agreement and the signatory executing this Agreement on its behalf is fully authorized so to do;

2) it has no ownership interest of any type in the Display and, if requested by the Company, shall confirm in writing the fact that the Display is owned solely by the Company to any third party identified by the Company;

3) it is fully authorized to provide all necessary access for the Company to install, maintain and operate the Display at the Digital Host Site;

4) it has instructed the Company to remove any other video equipment such as screens or media players and arrange for their return or disposal.

6. TERM AND TERMINATION.

6.1 Term. The initial term of this Agreement is twenty four (24) months following the Effective Date. This Agreement and its related benefits and obligations shall be automatically renewed for additional 24 month terms shown in Exhibit 1 unless either Party notifies the other Party of their intention to terminate this Agreement in the manner provided in Section 6.2, below.

6.2 Termination by either Host or Company. Either Party may terminate this Agreement for any reason or no reason at all so long as the terminating Party provides written notice of its intention to terminate not less than thirty (30) business days prior to the effective date of the intended termination. The Company, however, can terminate with 3 day notice if the Host Obligations are violated in Section 4. If terminated due to any violation by Host or within 6 months of installation date, Host will compensate Company for the cost of installation and removal of equipment up to \$1000 plus the replacement cost of any damaged equipment..

6.3 Survival. The rights of the Parties under this Section 6 shall survive the termination or expiration of this Agreement.

7. MISCELLANEOUS

7.1 Time is of the Essence. Time is of the essence for all purposes under this Agreement.

7.2 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of California. The Parties submit to the jurisdiction of any appropriate court within California for adjudication of disputes arising from this Agreement.

7.3 Assignment. The Host may not assign this Agreement to any person or entity without the express written consent of the Company. In the event the Company grants such consent, then all of the rights and obligations of the Host under this Agreement shall automatically transfer to the third-party assignee or transferee. Any attempted assignment in violation of this provision shall be void.

7.4 Entire Agreement. This Agreement and the Exhibit attached hereto supersede all prior understandings, representations, negotiations and correspondence between the Parties, constitute the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance, or usage of trade. Any amendment or modification of this Agreement shall be invalid unless in writing and signed by the Parties.

7.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

7.6 Notices. Notices given under this Agreement shall be in writing and shall be deemed to have been given and delivered when received, if sent by the United States Mail, certified or registered mail, with postage prepaid and addressed, or sent by way of overnight delivery service:

If to the Company:
CDSIGNAGE, INC.
501 Mission St., Suite 11
Santa Cruz, CA 95060
Att'n: CEO

If to the Host:
At the Digital Host Site specified in the form;
or to such other address or contact information provided to the other Party after the Effective Date.

8. REMEDIES

In addition to the provisions of Section 6, if any Party should breach this Agreement, the non-breaching Party shall have available to it all rights and remedies allowed by law or in equity, including injunctive relief. The rights, options, elections, powers, and remedies ("Remedies") provided in this Agreement are cumulative and none of them shall be construed as precluding or waiving the right to any other Remedies. Each Remedy available to a Party under this Agreement is in addition to any other rights or remedies a Party may have. If suit, arbitration or other legal proceeding is instituted by either Party as a result arising out of this Agreement, the successful Party in any such proceeding promises to pay the unsuccessful Party reasonable attorneys' fees and other costs (to be determined by the court or arbitrator and not by jury, in the case of litigation or arbitration) incurred as a result thereof.

9. DATA

As an authorized representative of the Host, I hereby authorize the Company to access my company's data via the Headset Retail BI dashboard and/or Jane Technologies Inc. software for the purpose of displaying dispensary menu. I understand that I can revoke this authorization at any time by notifying the Company and it will cease to access my company's data within 72 hours of when the Company receives such notification.

Please confirm that, in accordance with Headset's [Terms of Service](#) (the "Terms") and [Privacy Policy](#), you, on behalf of your company: (a) authorize and direct Headset to disclose and share such of your Customer Data (as defined in the Terms) as is necessary to enable CDSignage Inc. to provide services to you at your direction and (b) consent to such disclosure.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by the submission of the web-form and the installation of one or more Displays respectively.