

MENUSIFU AFFILIATE AGREEMENT

PLEASE READ THIS ENTIRE AFFILIATE AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MENUSIFU. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

BY SUBMITTING YOUR APPLICATION ONLINE OR ON PAPER FOR THE MENUSIFU AFFILIATE PROGRAM THAT INCORPORATES THESE TERMS AND CONDITIONS, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY BOUND BY EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THE MENUSIFU AFFILIATE PROGRAM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PARTICIPATE IN THE MENUSIFU AFFILIATE PROGRAM AND MAY NOT USE MENUSIFU SOFTWARE AND DOCUMENTATION.

You may not access MenuSifu Software and Documentation if you are MenuSifu's direct competitor, except with MenuSifu's prior written consent. In addition, you may not access the MenuSifu Software and Documentation for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Definitions.

"Affiliate" or "You" means the business entity or individual that participates in the MenuSifu Affiliate Program.

"Agreement" means this Affiliate Agreement and the MenuSifu Affiliate Program including any addenda and supplements thereto entered between you and MenuSifu.

"Confidential Information" means all information disclosed by a party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. MenuSifu's Confidential Information includes but not limited to MenuSifu Software, Documentation and pricing. Confidential Information of each party includes the terms and conditions of this Agreement, the MenuSifu Affiliate Program as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to the disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Customer" means any of your Leads that enters a transactional contract directly with MenuSifu for the purchase of MenuSifu System under an Initial Order Form and generates Net Revenue to MenuSifu.

"Documentation" means all online and paper help materials and all of the user, technical, and training guides (in whatever media) associated with the MenuSifu System and made available to you.

"Effective Date" means the date MenuSifu accepts your signed application of the MenuSifu Affiliate Program.

"Lead" means a new prospect procured or facilitated by you that may potentially generate new business revenue for MenuSifu. MenuSifu reserves the right to reject any of your Leads at its sole discretion.

"Loaned MenuSifu Software" means a copy of the MenuSifu software and Documentation that is licensed to you hereunder and may be used by you solely for demo purposes pursuant to the Agreement.

“**Maintenance Services**” means the services related to the MenuSifu System including online training, online support, menu services, software updates and any add-on services provided by MenuSifu to its customers.

“**Master Services Agreement**” or “**MSA**” means the then-current Master Services Agreement located at <http://www.menusifu.com/legal/Master-Services-Agreement/> that governs Customers’ access and use of the MenuSifu Systems and Services.

“**MenuSifu**” means MenuSifu, Inc. and its subsidiaries and affiliates collectively.

“**MenuSifu Affiliate Program**” means the program MenuSifu develops and offers to its Affiliates for participation upon MenuSifu’s approval, which is subject to change from time to time in MenuSifu’s sole discretion.

“**MenuSifu Named Accounts**” means any customer that is contained in the MenuSifu Named Account List or otherwise specified in MenuSifu Systems as being a customer located both in the Territory and/or elsewhere. This MenuSifu Named Account List may be updated at MenuSifu’s sole discretion at any time.

“**MenuSifu System**” means the MenuSifu software and/or hardware that are purchased by a Customer directly from MenuSifu under an Initial Order Form and provided by MenuSifu upon Customer’s payment to MenuSifu.

“**Net Revenue**” means the fees collected by MenuSifu from a Customer under an Initial Order Form, less any Services fees, applicable taxes, shipping/handling fees, impositions, and all other charges MenuSifu is obligated to pay by contract or by law.

“**Initial Order Form**” means the first ordering document specifying the MenuSifu products and/or services that is entered into between Customers and MenuSifu, including any addenda and supplements thereto. By entering into an Initial Order Form, Customers agree to be bound by the terms and conditions of the MSA.

“**Proprietary Marks**” means MenuSifu’s and its affiliate’s logos, trade names, trademarks and/or service marks or similar identifying material.

“**Referral Fee**” means the revenue sharing payment from MenuSifu to you under the MenuSifu Affiliate Program based on the Net Revenue received by MenuSifu from your Leads’ purchases of MenuSifu Systems.

“**Reserved Account**” means the specific prospects in the Territory designated and reserved by MenuSifu as MenuSifu’s prospects only, for which you may not solicit as your Leads. Reserved Accounts shall include all existing MenuSifu customers, all specific active leads or prospects of MenuSifu.

“**Services**” means any one-time service or the Maintenance Services purchased by a Customer under an Order Form and provided by MenuSifu upon Customer’s payment of such Services. Services shall also include onsite installation, onsite training, onsite support, software customization and software upgrades upon Customer’s request and at additional charges.

“**Territory**” means the geographic area of United States of America.

2. Grant of License and Loaned MenuSifu Software.

2.1 Grant of License. Subject to the terms and conditions of this Agreement, MenuSifu hereby grants you a revocable, non-exclusive, non-transferable right and license to access and use one (1) Loaned MenuSifu Software through an online portal provided by MenuSifu to you solely for your demonstration purposes in order to generate Leads pursuant to the terms herein. Nothing in the grant of rights under this Agreement shall impair or limit MenuSifu’s rights in any way, including but not limited to, the right to unilaterally or through third-parties independently, promote, demonstrate, license, distribute, train, or support the MenuSifu System in the Territory.

2.2 Restrictions of Use. You shall not (i) disassemble, decompile, create derivative works from, or

otherwise reverse engineer the Loaned MenuSifu System or otherwise attempt to discover, use or transfer the source code, structure, algorithms, or ideas underlying the Loaned MenuSifu Software; (ii) rent, lease, or otherwise provide temporary access to the Loaned MenuSifu Software except as expressly provided for herein; (iii) take any action contrary to the MSA contained within the Loaned MenuSifu Software; (iv) remove any copyright, trademark or other proprietary notices from the Loaned MenuSifu Software; (iv) copy or modify the Loaned MenuSifu Software; or (v) allow others to do any of the foregoing.

2.3 Ownership of Loaned MenuSifu Software. The Loaned MenuSifu Software displayed in your location is the property of MenuSifu. Therefore, only MenuSifu will be permitted to program or make any changes to the Loaned MenuSifu Software. Neither you nor any third party shall program or make any changes to the Loaned MenuSifu Software without express written authorization from MenuSifu. If the Loaned MenuSifu Software programming is altered by anyone other than authorized agents of MenuSifu, you will be responsible for all damages and losses resulting to MenuSifu from such fraudulent alternation and usage.

2.4 Reserved Accounts. MenuSifu reserves the right to designate Reserved Accounts for which you may not act as a MenuSifu Affiliate.

3. Lead Registration and Referral Fee.

3.1 Lead Registration. You shall make your commercially reasonable efforts to market and sell MenuSifu Systems to your Leads. You shall provide MenuSifu with the name, address, contact and solution details of each Lead to whom you have promoted the MenuSifu System. MenuSifu shall have ten (10) days to accept or reject the Lead submitted by you. MenuSifu may, at its sole discretion, reject your Lead if materially incomplete or incorrect information is submitted, or if MenuSifu or another of MenuSifu's partner has already licensed the MenuSifu System to such Lead, or if MenuSifu is actively promoting the MenuSifu System to such Lead or for any other reasonable business purpose. MenuSifu shall not be liable to you or any third party for any conflicting Lead registrations.

3.2 MenuSifu Pricing. MenuSifu shall provide you then current pricing list of MenuSifu System prices and Service prices (exclusive of applicable taxes, shipping/handling fees, impositions and other charges), which shall be paid by the Customers pursuant to the Initial Order Forms to be entered into between Customers and MenuSifu.

3.3 Customer Onboarding. Each Customer will be on-boarded by MenuSifu upon the execution of an Initial Order Form with MenuSifu. MenuSifu may provide various Services for corresponding fees to the Customers from time to time upon their requests and the related Services fees shall be directly made by the Customers to MenuSifu, subject to the terms and conditions of the MSA.

3.4 Referral Fee Payment. You may receive Referral Fee only on the initial sale of MenuSifu System. Fees for the performance of Services, applicable taxes, shipping/handling fees, impositions, and fees associated with subsequent purchases and all other charges MenuSifu is obligated to pay by contract or by law are not eligible for Referral Fees. MenuSifu shall make Referral Fee payment to you in accordance with the Referral Fee Payment set forth in the MenuSifu Affiliate Program. MenuSifu reserves the right to terminate Customer's access and use of the MenuSifu System if Customer fails to make full payment pursuant to the terms of the MSA. The termination of the MSA may reduce the amount of Referral Fee payable to you or affect your eligibility as an Affiliate under this Agreement. All amounts payable by MenuSifu to you are subject to offset by MenuSifu against any amounts owed by you to MenuSifu.

3.5 Taxes. You shall be responsible for payment of all taxes to which Referral Fee is subject. You agree to indemnify and hold MenuSifu harmless against any taxes, including penalties, duties and interest levied by any government on Referral Fee.

4. Your Obligations.

You shall use your best efforts to market and solicit Leads in each month throughout the Territory and be responsible for all expenses associated with your business including all marketing, solicitation and other efforts required and otherwise performed in consideration of the Agreement.

4.1 You shall maintain competent personnel to provide for appropriate demonstration and solicitation

contemplated hereunder. You agree that your designated employees shall be trained and certified, within thirty (30) days of joining the MenuSifu Affiliate Program, in the capabilities of making proper demonstrations of MenuSifu Software and shall remain current with all the updates of MenuSifu Software.

4.2 You shall not make any promises or representations or give any warranties or guarantees with respect to the MenuSifu Software to any prospective Leads that are inconsistent with or in addition to those provided by MenuSifu in writing.

4.3 You shall not supply or recommend any computer equipment or software to Customers for use in conjunction with the MenuSifu Software except for configurations which are on the suggested compatibility list provided by MenuSifu.

4.4 You shall not solicit Leads outside the Territory or from any Reserved Account, including MenuSifu Named Accounts, provided that this provision shall not operate so as to contravene any national or supranational laws on free trade. You shall promptly forward to MenuSifu any inquiries you may receive for the MenuSifu Software from persons outside the Territory or from any of the Reserved Accounts.

4.5 You shall not solicit or otherwise make the MenuSifu Software available to any competitor of MenuSifu that develops and/or provides a solution or services similar to the MenuSifu Software.

4.6 You shall provide timely notification to MenuSifu of any problems or unresolved issues reported by Leads to you and to work with MenuSifu to effect and carry out any plan MenuSifu may reasonable determine to implement to address any such problem or unresolved issue.

4.7 You shall supply to MenuSifu reports and other information relating to projected Leads as MenuSifu may reasonably request from time to time.

4.8 You shall serve MenuSifu with all due and proper diligence, acting dutifully and in good faith observing all reasonable instructions and policies of MenuSifu.

4.9 You shall immediately advise MenuSifu of any legal notices served upon you that may affect the interest of MenuSifu or you, or any interest or right under this Agreement.

4.10 You agree that you will abide by all applicable laws, executive orders, regulations, orders, or similar requirements of any government, government agency or instrumentality that apply to you and your Related Persons in connection with your performance under this Agreement. For the purposes of this Section "Related Person(s)" is defined as all shareholders, principals, partners, directors, officers, employees, agents or others working for or on your behalf. You further agree that neither you nor any of your Related Persons will engage in any activity that would expose MenuSifu to a risk of penalties under laws, orders, regulations or similar requirements applicable to them, including without limitation (i) laws and regulations prohibiting bribery or other improper payments, including without limitation the U.S. Foreign Corrupt Practices Act and any other applicable laws of the Territory aimed at prevention of bribery and improper payments; and (ii) all applicable export control, sanctions and restrictive trade practice laws and regulations, all as amended from time to time, or any other or successor law governing substantially the same activities.

5. MenuSifu's Obligations.

5.1 MenuSifu shall provide you the Loaned MenuSifu Software and relevant updates as MenuSifu may make available from time to time.

5.2 MenuSifu shall use commercially reasonable efforts to provide you with the solutions to address problems and issues with the MenuSifu Software presented by Leads to you.

5.3 MenuSifu shall provide you on a discretionary basis with information and marketing documentation related to the MenuSifu Software.

5.4 MenuSifu shall provide you with an online "Demo Account" to access the MenuSifu System at no charge for the purpose of demonstrations to your Leads, your employee training and pre-sales activities. You, at your own expenses, shall secure and maintain the MenuSifu Software required to support the "Demo Account".

5.5 MenuSifu shall provide you with other support and services as may be separately agreed from time to time.

6. Proprietary Marks and Promotions.

6.1 Granted Rights. MenuSifu grants you a non-exclusive, nontransferable, royalty-free license throughout the Territory to use the Proprietary Marks for your marketing and solicitation activities. The Proprietary Marks may be modified or supplemented by MenuSifu from time to time upon notice to you. You acknowledge that MenuSifu are the owner of the Proprietary Marks. You agree that you will do nothing inconsistent with such ownership in the Proprietary Marks and that your use of the Proprietary Marks shall inure to the benefit of MenuSifu. You agree that nothing in this Agreement shall give you any right, title or interest in the Proprietary Marks, other than the right to use the Proprietary Marks solely in accordance with this Agreement. MenuSifu shall have the right from time to time to require that you submit samples of your use of the Proprietary Marks to MenuSifu for inspection and approval. You shall not challenge, directly or indirectly, the right, title and interest of MenuSifu in and to the Proprietary Marks nor the validity or enforceability of MenuSifu's claimed rights under applicable law. You shall not, in any jurisdiction, use, register, and/or apply for registration for any of the Proprietary Marks or any other proprietary rights of MenuSifu or any similar or phonetic equivalents with respect to the same.

6.2 Promotional Materials. MenuSifu at its sole discretion may from time to time provide you with graphics for advertising and other promotional materials relating to MenuSifu Software and Services, together with instructions on their use. You may use such materials only in accordance with any accompanying instructions and requirements of MenuSifu. At the expiration or termination of this Agreement, you will immediately discontinue using any of the MenuSifu Proprietary Marks and promotional materials.

6.3 Promotion Restrictions. You are free to promote your own web sites, but naturally any promotion that mentions MenuSifu could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by MenuSifu. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to MenuSifu's name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote MenuSifu so long as the recipient is already a Lead or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote MenuSifu so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from MenuSifu. If it comes to MenuSifu's attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the MenuSifu Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

7. Confidentiality.

7.1 Confidentiality Obligations. Except as expressly and unambiguously allowed herein, either party agrees not to disclose, use, copy, or reproduce any Confidential Information of the other party for any purpose except as necessary and consistent with the terms of this Agreement, to protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of the Confidential Information as such party uses to protect its own confidential information of a like nature, to limit the use of and access to such Confidential Information to such employees who have a need to know such Confidential Information, and that it shall promptly notify the other party in writing of any unauthorized disclosures and/or use thereof. Such notice shall include a detailed description of the circumstances of the unauthorized disclosure or use and the parties involved therewith. Each party's obligations under this Agreement with respect to any Confidential Information shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of applicable law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

7.2 Injunctive Relief. The Parties acknowledge that a breach of any of the provisions contained in this Agreement may result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7.3 MenuSifu's Right. MenuSifu has the right at its discretion to include your name, address and logo on its website and/or in its advertising materials promoting the MenuSifu Software and Services.

8. Representations, Warranties, Disclaimers and Limitation of Liability.

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Your Representations and Warranties. You further represent and warrant to MenuSifu that (a) this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; (b) you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; and (c) you have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

8.3 THE LOANED MENUSIFU SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LOANED MENUSIFU SOFTWARE IS ASSUMED BY YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MENUSIFU SHALL CREATE A WARRANTY OR AMEND THIS "AS IS" WARRANTY. You are solely responsible for the Loaned MenuSifu Software to achieve its intended results. Any losses or damages resulted from or arising out of the use of the Loaned MenuSifu Software is not eligible for indemnification by MenuSifu.

8.4 THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.5 Limitations of Liability. MENUSIFU WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF MENUSIFU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MENUSIFU'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL REFERRAL FEES PAID TO YOU UNDER THIS AGREEMENT DURING THE PAST TWELVE (12) MONTHS.

9. Indemnification by You. You shall indemnify MenuSifu against any damage, loss, liability or expense (including attorneys' fees and court expenses) ("Damages") that MenuSifu may incur (i) with respect to and to the extent caused by any negligent act or omission by, or willful misconduct of, you, your employees, agents or anyone acting on behalf of you or at your direction or (ii) as a result of (a) any warranty, condition, representation, indemnity or guarantee granted by you, (b) any omission or inaccuracy in your advertisements and promotional materials that relate to the MenuSifu System (other than any materials provided by MenuSifu), (c) any alternation or modification of or addition to the Loaned MenuSifu Software made by you or a third party not approved by MenuSifu. This Section 9 shall not be construed to limit or exclude any other claims or remedies which MenuSifu may assert under this Agreement or by law or in equity.

10. Term, Termination and Effect of Termination.

10.1 Term. This Agreement will be effective upon MenuSifu's acceptance of your application for the MenuSifu Affiliate Program and will continue unless terminated hereunder ("Term").

10.2 Termination for Convenience. Either party may terminate this Agreement at any time for convenience upon sixty (60) days prior written notice to the other party. During the notice period, you shall fully cooperate with MenuSifu to effect the orderly transition of the business related to this Agreement.

10.3 Termination with Cause. This Agreement may be terminated immediately by either party in the event

(a) the other party breaches any material provision of this Agreement and fails to cure within thirty (30) days from the date of notice detailing the breach, and (b) the other party is adjudged insolvent or bankrupt, files a petition in bankruptcy, files a petition seeking reorganization, arrangement, composition or similar relief under any applicable law regarding insolvency or relief from debtors, or makes an assignment for the benefit of creditors or similar undertaking, or if a receiver, trustee, or similar officer is appointed, or upon your or MenuSifu's winding up their business operations.

10.4 MenuSifu's Right to Termination. Except for elsewhere provided in this Agreement, MenuSifu reserves the right to terminate this Agreement and your participation in the MenuSifu Affiliate Program immediately and without notice to you should you commit fraud in your use of the MenuSifu Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected and determined at MenuSifu's sole discretion, MenuSifu shall not be liable to you for any Referral Fees for such fraudulent sales.

10.5 Effect of Termination. Following any termination of this Agreement, you shall (i) immediately cease holding yourself out as a MenuSifu Affiliate; (ii) cease accessing to MenuSifu Software, Documentation, and all copies of any materials related to the MenuSifu Software; (iii) immediately return to MenuSifu all of MenuSifu's Confidential Information; (iv) cease using MenuSifu's Proprietary Marks and promotional materials; and (v) fully cooperate with MenuSifu to effect the orderly transition of the business related to this Agreement. A termination of this Agreement, irrespective of the cause, shall not affect any MSA put in effect with all Customers pursuant to the Initial Order Forms executed by Customers. In addition to the right to terminate this Agreement, MenuSifu reserves all rights and remedies available to MenuSifu under law and equity, including the right to seek damages and injunctive relief for breach or threatened breach of this Agreement by you.

11. Governing Law and Dispute Resolution.

11.1 Governing Law and Jurisdiction. All disputes involving the subject matter of this Agreement, except actions arising under the patent and copyright provisions of the U.S. Code, shall be determined under the law of the State of New York without regard to its conflict of laws provisions and to the exclusive jurisdiction of the courts of New York, New York.

11.2 Dispute Resolutions. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association (AAA) in accordance with its then-current rules. The matter will be heard and decided by one (1) arbitrator, which will be chosen using the applicable AAA rules. The hearing shall be conducted in New York City, unless both parties consent to a different location. The decision of the arbitrators shall be final and binding upon all parties.

12. Independent Contractor. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and MenuSifu. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Section 12.

13. General.

13.1 Entire Agreement. This Agreement and the attached exhibit constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter hereof.

13.2 Headings. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

13.3 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

13.4 Amendment. With the exceptions of MenuSifu's notices to add, change or discontinue MenuSifu Software and Services, and/or to add, change or revise the Proprietary Marks or the identification of Reserved Accounts, all other changes and revisions to this Agreement must be in writing and signed by authorized representatives of both parties.

13.5 Waiver. Failure to require the other party's performance of any obligation hereunder shall not affect the right to require later performance of that obligation. Any waiver of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach.

13.6 Assignment. You may not assign this Agreement without MenuSifu's prior written consent. MenuSifu may freely assign this Agreement in connection with any sale or transfer of all or substantially all of MenuSifu's business. This assignment shall be fully binding and enforceable as against all permitted assignees and successors in interest. Any assignment in violation of this provision is null and void.

13.7 No Third-Party Rights. This Agreement does not create any rights in any third parties, except assigns, successors or heirs expressly permitted hereunder.

13.8 Notices. All notices required to be sent under this Agreement shall be sufficient only if in writing and personally delivered, delivered by a major commercial rapid delivery courier service with delivery verification, or mailed by certified or registered mail, return receipt requested, or emailed to each party at the given email address. All notices to you will be sent to your mailing address set forth in your application of the MenuSifu Affiliate Program, or to any other address as you may substitute by written notice to MenuSifu. All notices to MenuSifu shall be sent to: *MenuSifu, Inc. at 339 5th Ave., Suite 500, Manhattan, NY 10016, USA*. Notices shall be deemed given upon receipt or refusal.