

Retail Technology – 2016 Digital Menu Board Program

Preamble

As part of enrolling in the 2016 Digital Menu Board program (“2016 DMB Program”), you must agree to the 2016 DMB Program terms and conditions described in this document and accept these terms in the DMB enrollment tool prior to moving forward in the ordering process. This program is for Dunkin’ Donuts digital menu boards only, and does not include any Baskin-Robbins menu boards or menu board content. Please read these terms and conditions carefully as they set forth your obligations under the program and describe the benefits of the program to you. Critical dates under the program include:

For “Opt-in Restaurants”: For purposes of the 2016 DMB Program an opt-in restaurant shall mean (i) any existing restaurant that has remodeled prior to 4/1/2013 and has a scheduled remodel after 4/1/2018. You must accept the Terms and Conditions during the enrollment window: 9/14/2015 to 10/30/2015. You must complete your order(s) with NCR/Texas Digital Systems, Inc. within 10 business days of your acceptance of the Terms and Conditions.

Additionally you must:

- Complete a Site Survey at least 6 weeks prior to scheduled installation date.
- Complete National DCP Payment Release form 2 weeks prior to your scheduled Site Prep date.
- Complete Site Preparation <Either Full Site Prep or Site Prep Verification> at least 4 weeks prior to scheduled installation date or as soon as restaurant conditions are met (for example: soffit is reconfigured).
- Ensure site is equipped with either: 1) a permanent high speed line on the Member Network Services (“MNS”) network; or 2) in the case of a Dunkin’ Donuts approved exemption from the MNS brand standard, an alternative permanent high speed line.
- Digital Menu Board installation must be completed no later than 4/30/2016 or such other later date as communicated to you by Dunkin’ Donuts.
- In the event of a transfer of ownership of the restaurant prior to the date of the DMB install, the seller must contact NCR/Texas Digital Systems, Inc. to notify NCR/Texas Digital Systems, Inc. about the Change of Ownership.

Retail Technology Program - Digital Menu Board
Terms and Conditions for
2016 Opt-In Restaurants
("Terms and Conditions")

In consideration of you enrolling, ordering, purchasing, and installing all Digital Menu Board equipment and software per the DMB Program Terms and Conditions set forth herein, and maintaining in continuous operation all of the Digital Menu Board equipment and software listed as Required Equipment & Software in Exhibit A ("Digital Menu Board Program Requirements") and completing the installation of all such components by the time frames set forth herein, you will be eligible to receive the Program Benefits as defined below.

Please be advised if you do not enroll, order, purchase, install per the timelines and maintain in continuous operation all of the required Digital Menu Board equipment and software, you will no longer be eligible to receive the Program Benefits and you may be required to repay us any benefits received under the Program.

Qualification for the DMB Program: To qualify for the DMB Program and get the Program Benefits as defined below, for each restaurant that you enroll you must: 1) have a current, valid Franchise Agreement; 2) accept these Terms & Conditions by the dates set forth below 3) complete the Installation Prerequisites listed below and 4) complete and submit an electronic order with NCR/Texas Digital Systems, Inc. for all Digital Menu Board Program Requirements within ten (10) days of accepting these Terms and Conditions. All orders placed with NCR/Texas Digital Systems, Inc. for Digital Menu Board Program Requirements are final and may not be cancelled and any fees resulting from your failure to install will be borne solely by you.

Terms and Conditions Acceptance Period <Opt-in Restaurants>: These Terms and Conditions must be accepted between 9/14/2015 and 10/30/2015 through the DMB Program enrollment tool available on the Franchisee Portal.

Installation and Prerequisites: You must meet the following conditions: a) complete the Site Survey at least 6 weeks prior to scheduled installation date, b) complete National DCP Payment Release form 2 weeks prior to your scheduled Site Prep date and c) complete Full Site prep or Site Prep Verification at least 4 weeks prior to scheduled installation date or as soon as restaurant conditions are met (for example soffit is reconfigured). Once your Site Survey, National DCP Payment Election form and Site Prep are completed, you will be contacted by NCR/Texas Digital Systems, Inc. to coordinate the date and time for the Digital Menu Board installation, which may be rescheduled by us or NCR/Texas Digital Systems, Inc. You must honor your installation date and time. If you notify NCR/Texas Digital Systems, Inc. to cancel or reschedule your installation date and time less than 48 hours prior to your scheduled installation date, there will be fees charged to you from NCR/Texas Digital Systems, Inc. which shall include but are not limited to reschedule and return trip fees.

In addition to the above, prior to your installation date and time, you must satisfy all of the other pre-installation steps including: Ensuring either: 1) an MNS high speed internet connection; or 2) in the case of a Dunkin' Donuts approved exemption from the MNS brand standard, an alternative permanent high speed internet connectivity); complete installation prerequisites which include Site Survey and Site Preparation; installing the Required Equipment & Software; and executing NCR/Texas Digital Systems, Inc. contracts as necessary. You agree to take other actions and execute other documents that may be necessary to timely implement your order. All equipment and software, including the prerequisites, must be installed and maintained in accordance with our standards, requirements, procedures, plans, specifications and documentation.

Program Benefits: Provided that you at all times remain compliant with all of the Digital Menu Board Program Requirements and these Terms and Conditions for each restaurant that you enroll, you qualify to receive the benefit of payment of the Digital Menu Board Recurring Managed Services Fees as set forth in your agreement with NCR/Texas Digital System, Inc. for such restaurant for a period of up to sixty (60) months commencing on the date of successful installation of the Digital Menu Board in your restaurant, which shall be no later than 4/30/2016 and ending no more than sixty (60) months later ("Program Benefits"). For Example: If you have a restaurant that installs on 4/15/2016, you will receive the benefit of Dunkin' paying NCR/Texas Digital your Recurring Managed Services Fees from 4/15/2016 through 4/14/2021. In no event will Dunkin' Donuts pay Program Benefits beyond 4/30/2021, regardless of your installation date (even if you have remaining payments due to NCR/Texas Digital Systems, Inc. under your agreement with them). The Digital Menu Board Recurring Managed Services fees mean only the hosted NCR/Texas Digital Systems, Inc. software (hosting, support and proactive monitoring). You acknowledge that the Program Benefits will be administered by Dunkin' Donuts, or its' designee, and will be paid directly to NCR/Texas Digital System, Inc. to apply as a credit against your Digital Menu Board Recurring Managed Services Fees as set forth in your agreement with Texas Digital System, Inc. These payments will only be administered upon evidence of documentation necessary to show that all of these terms and conditions have been met. Upon exhaustion of the Program Benefits described above, you shall be responsible for any ongoing Recurring Managed Services Fees payable to NCR/Texas Digital Systems, Inc. as set forth in any applicable agreement between you and NCR/Texas Digital Systems, Inc.

You acknowledge that the Program Benefits include the Recurring Managed Services Fees only and that you are solely responsible for any additional fees that you may incur for any out of scope or other services under any applicable agreement you have with NCR/Texas Digital Systems, Inc., which may include price management services for non-NCR/Radiant point of sale locations. These Program Benefits are offered to you in consideration of you adhering to the Digital Menu Board Program Requirements and these Terms and Conditions, including, but not limited to adherence to the timelines set forth herein.

Failure to timely comply with the Digital Menu Board Program Requirements and these Terms and Conditions will result in the automatic termination of the Program Benefits. Upon any termination of the Program Benefits, you shall be responsible for any ongoing Recurring Managed Services Fees payable to NCR/Texas Digital Systems, Inc. as set forth in any applicable agreement between you and NCR/Texas Digital Systems, Inc.

If you transfer ownership of your restaurant(s) that is entitled to Program Benefits, then you are no longer eligible for the Program Benefits; provided, however, your buyer may be eligible for Program Benefits provided that they 1) execute the Program Terms and Conditions and continues to comply with all of the terms of the Program; and 2) contact NCR/Texas Digital Systems, Inc. to place a Change of Ownership order within 5 business days of the transfer date. If the buyer has not accepted Terms and Conditions within (15) fifteen days of the transfer date, or placed a Change of Ownership order within 5 business days of the transfer date, then the buyer is not eligible for Program Benefits and the Program Benefits for that restaurant will automatically terminate.

Program Generally: You agree that **TIME IS OF THE ESSENCE** with respect to all of your obligations in these Terms and Conditions. It is our sole right to modify or cancel the Digital Menu Board Program at any time.

Dunkin' Donuts is not responsible for any errors or omissions in connection with the Digital Menu Board Program, including the acts or omissions of the vendors in connection with the ordering, delivery, installation and ongoing performance of the equipment and software. You should refer to the vendor's terms and conditions in their contract with you to understand their responsibility to you for performance under this program. You should also seek tax advice on whether the benefits of the program represent taxable income to you or your franchise entity. Your participation in the Digital Menu Board Program does not modify or waive any of your requirements to meet the brand standards or any other terms and conditions of your franchise or other agreements with Dunkin' Donuts.

Exhibit A

Required Equipment & Software:

Equipment: NCR/Texas Digital Systems, Inc. Equipment Pricing

Digital Menuboard Solution Maximum Pricing by Configuration					
	DD 4-Screen Configurations			DD 2-Screen Configurations	
Display Configuration	Standard	Small Soffit 1	Small Soffit 2	Standard	Small Soffit 1
<i>Display Size</i>	46"	40"	32"	46"	40"
<i>Display Quantity</i>	4	4	4	2	2
<i>Media Player Quantity</i>	4	4	4	2	2
Displays (LED backlit)	\$3,164	\$3,164	\$2,553	\$1,582	\$1,582
Displays - 5yr Extended Warranty	\$1,500	\$1,440	\$1,511	\$750	\$720
Media Players	\$2,320	\$2,320	\$2,320	\$1,160	\$1,160
Media Player - 5yr Extended Warranty	\$900	\$900	\$900	\$450	\$450
Installation Kit: <i>Mount, Network Switch, Installation Kit*</i>	\$1,060	\$1,060	\$1,122	\$545	\$545
TOTAL Hardware	\$8,944	\$8,884	\$8,405	\$4,487	\$4,457
Estimated Tax & Shipping (<i>billed at actual</i>)	\$850	\$850	\$850	\$450	\$450
Installation Services: <i>Site Survey, Full Site Prep, Installation</i>	\$2,875	\$2,875	\$2,875	\$2,585	\$2,585
TOTAL with Full Site Prep	\$12,669	\$12,609	\$12,130	\$7,522	\$7,492
Installation Services: <i>Site Survey, Site Prep Verification, Installation</i>	\$1,875	\$1,875	\$1,875	\$1,745	\$1,745
TOTAL with Site Prep Verification	\$11,669	\$11,609	\$11,130	\$6,682	\$6,652

* Installation Pricing is based on completing all work during normal business hours, Monday-Friday. If requested by Franchisee, additional fees may apply for Overnight, Holiday, Saturday and Sunday hours.