

End User License Agreement

Effective Date: 1 October 2018

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1 Disclaimer

This End-User License Agreement (the "Agreement") is a legal agreement between you (either an individual or a single entity) and Restaurant365 ("Restaurant365") for evaluation and use of the web application (including all ancillary applications provided) and any associated documentation provided with the web application (collectively, the "Application"). By using the Application: (1) you represent that you understand the terms of this Agreement and you have the capacity and authority to bind your employer to this Agreement, and (2) you accept the terms of this Agreement and you consent to be bound by this Agreement on behalf of your employer (hereinafter known as "you"). If you do not agree to be bound by these terms and conditions, do not download, install, or use this Application.

2 Grant of License

2.1 General License Grant

Pursuant to an email or other written communication from Restaurant365 with the account details for the Application ("Application Order Confirmation"), and subject to payment of all applicable fees and other charges, Restaurant365 grants you the limited, non-exclusive, non-sublicensable, non-transferable license to use the Application in accordance with this Agreement and subject to any other restrictions set forth in the applicable Application Order Confirmation. If your purchase order or other documentation contains terms in addition to, or different than, the terms of this Agreement, those terms in that purchase order or other documentation shall be disregarded and the terms of this Agreement shall control.

Grant of any license pursuant to this Agreement is subject to the Restaurant365 Privacy Policy and Terms and Conditions, which shall apply to any processing of personal data by Restaurant365. By entering into this license, you agree to the terms of the Restaurant365 Privacy Policy and the processing of your personal data in accordance with the terms of the Restaurant365 Terms and Conditions.

2.2 Subscription License

- a) Customer may install or use the Application on its computers (for use by its employees only, where applicable) in the number specified in the applicable Application Order Confirmation. The Application is licensed under each License Order Confirmation on a subscription basis per individual Customer user (Subscription License). The term of each Subscription License shall be as set out

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in the applicable Application Order Confirmation and shall commence on the start date specified on the applicable Application Order Confirmation ("Subscription Term"). The Subscription License shall automatically terminate upon expiry of the applicable Subscription Term unless the parties have agreed upon an automatic renewal of the term pursuant to the terms of the Application Order Confirmation.

- b) Customer may copy and install, or use on Customer's computers, for use only by Customer's employees, as many copies of the Application as is designated on the applicable Application Order Confirmation forms.
- c) All annual subscription fees shall be payable per authorized user as set forth in the applicable Application Order Confirmation.
- d) Restaurant365 shall provide the support and maintenance services as referred to in the Application Order Confirmation form.

2.3 Restrictions

It is your responsibility to ensure compliance with the terms of this Agreement. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

- a) Use the Application in a manner that infringes any third party's copyrights or any other rights;
- b) Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Application;
- c) Distribute, sell, give away, hire or lease the Application, or another product wholly or partially derived from the Application, or offer to do any of the foregoing;
- d) Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Application available for installation or use by any third party, as a service bureau, application service provider or otherwise, without the prior written consent of Restaurant365;
- e) Decipher, decompile, disassemble or reverse engineer the Application, in whole or in part. To the extent you are expressly permitted by law to reverse engineer the Application, you agree to use such findings only as expressly permitted by law and to otherwise hold such findings in strict confidence. For information regarding interoperability, contact Restaurant365

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2.4 Transfer and Assignment

This Agreement is personal and may not be assigned or assumed (including by operation of law) without Restaurant365's prior written consent, and any attempt to do so without such consent is void. You may, however, transfer the Application to a successor in interest to all or substantially all of your assets or stock on a permanent basis, provided you retain no copies and the recipient agrees to the terms of this Agreement.

2.5 Term and Termination of License

(a) The term of this Agreement, and the license granted hereunder, shall commence (i) upon receipt by Restaurant365 of a purchase order (for non-Demo licenses) or (ii) upon express authorization by Restaurant365 (for Demo licenses) or (iii) upon the date provided for in the applicable Application Order Confirmation (for subscription license), and shall continue for the term stated on the applicable Application Order Confirmation as issued by Restaurant365 or, if no specific term is stated, shall continue indefinitely unless terminated in accordance with this Agreement.

(b) This Agreement and the license granted hereunder shall terminate immediately and automatically if you have not paid any license or subscription fees or other charges due to Restaurant365 within 30 days after such amount is due.

(c) Without prejudice to any other rights, Restaurant365 may immediately terminate this Agreement and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this Agreement.

(d) Upon termination of the license for any reason, you must immediately destroy and stop using the Application (including purging all storage media on which such Application is installed or otherwise stored) and all of its component parts.

(e) Upon termination of this Agreement, the provisions of Section 2.3, 5, 7, 8, 10 and 14 shall survive.

3 Support

Subject to the payment of all applicable fees, you shall be entitled to receive support from Restaurant365 Information regarding support offerings made generally available by Restaurant365 is available from Restaurant365 upon request. The provision of support services by Restaurant365, if any, shall be subject to the terms of this Agreement.

4 Application Updates

From time to time, Restaurant365 may provide updates, upgrades, patches, bug fixes, and other modifications to improve the Application and related services ("Patches"). You agree and consent to Patches being automatically installed without receiving any additional notice or providing any additional consent.

5 Title

All copyrights, trademarks and all other intellectual property rights in and to the Application are and shall remain the sole and exclusive property of Restaurant365. Nothing in this Agreement shall confer any rights in any trade name, business name or trademark of Restaurant365 to you. All modifications and improvements made to the Application and derivative works of the Application created by Restaurant365 based in whole or in part upon the suggestions or feedback provided by you shall remain the sole and exclusive property of Restaurant365. You agree not to remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application. You agree to keep confidential and use your best efforts to prevent and protect the contents and output of the Application from unauthorized disclosure.

6 Content

The Title, ownership rights, and intellectual property rights in and to the content accessed through the Application is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to any such content.

7 Limitation of Liability

Restaurant365 shall not be liable to you for loss or prospective profits or special, indirect or consequential damages even if Restaurant365 is advised of the possibility of such damage. In addition, in no event shall the liability of Restaurant365 to you under this Agreement exceed an amount equal to that paid by you to Restaurant365 in connection with your use of the Application within the previous twelve-month period.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

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8 Compliance with Agreement

You agree that within fifteen (15) days of a request from Restaurant365 or Restaurant365's authorized representative you will fully document and certify that your use of the Application at the time of the request is in conformity with the terms of this Agreement and you agree to permit Restaurant365 or its authorized representative to verify the accuracy of your certification. If such verification reveals that Customer has exceeded the number of authorized users set forth on the applicable Application Order Confirmation form during the relevant period, then Customer shall pay, on demand, for the excess usage and for any ongoing excess usage going forward.

9 General

You acknowledge that you have read this license agreement, understand it and agree to be bound by its terms and conditions. You further agree that this agreement, together with one or more application order confirmations for the Application, is the complete and exclusive statement of the Agreement between you and Restaurant365 which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and Restaurant365 relating to the subject matter hereof.

If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may write to Restaurant365 at the following address:

legal@restaurant365.com