

CHOWLY TERMS AND CONDITIONS

These terms and conditions are the services agreement between Customer and Chowly. The Parties acknowledge receipt and sufficiency of good and valuable consideration and agree as follows:

1. Definitions.

(a) "Agreement" means these terms and conditions as amended from time to time.

(b) "Chowly" means Chowly, Inc.

(c) "Customer" means the entity using the Software or receiving the Offerings.

(d) "Offerings" means services Chowly provides to Customer under this Agreement, including access to and use of the Software.

(e) "Order Data" means all information submitted by end users using TOOS, and may include, without limitation, name, physical address, phone number, email address, items ordered, preferences, and special instructions.

(f) "Party" refers to Chowly or Customer individually, and "Parties" refers to Chowly and Customer collectively.

(g) "Software" means that local and online software Chowly provides to facilitate orders placed using TOOS.

(h) "TOOS" means third party online ordering software and related technology services that allow restaurant customers to place orders with Customer.

2. Services. For the term of this Agreement, and subject to Customer's compliance with all of its provisions, Chowly will provide the Offerings to Customer.

3. Term and Termination.

(a) This Agreement is effective as of Customer's first use of the Offerings, and shall remain in effect until terminated by either party as specifically described in this section.

(b) This Agreement will terminate upon any of the following conditions:

(i) Either party providing written notice of termination at least 45 days in advance to the other Party, and, where Customer terminates the Agreement, by uninstalling and destroying all copies of the Software in its possession and discontinuing its receipt of the Offerings;

(ii) Upon the bankruptcy, liquidation, dissolution, or cessation of ongoing operations of Chowly; or

(iii) Immediately upon any attempt by Customer to assign use or access to the Offerings to any person or entity that is not a party to this Agreement without Chowly's prior written consent.

4. License

(a) Grant of License. Subject to the terms and conditions of this Agreement, Chowly grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable right to use the Software and receive the Offerings. As between Chowly and Customer, all right, title and interest in and to the Software and the Offerings, including all intellectual property rights associated with or embodied in the Software or the Offerings will remain with Chowly.

(b) Use. Chowly provides the Offerings solely and exclusively for Customer's own internal business use. "Internal business use" shall mean use and access directly related to Customer's business and confined solely to Customer's own servers and within Customer's place of business. Customer represents and warrants that it is not engaged in, and will not engage in, the operation of any illegal business and will not use, or permit anyone else to use, the Offerings for any illegal purpose. Customer shall make no use of the Offerings except in compliance with the terms of this Agreement.

(c) Third Party Authorization. Customer is solely responsible for obtaining all required authorizations from TOOS for data received through the Offerings that require TOOS authorization.

(d) Use of Offerings. Customer shall not reverse engineer, disassemble, decompile, copy, distribute, transfer, reproduce, or archive any portion of the Software or other parts of the Offerings or data provided by Chowly. Chowly will have the right to require Customer to cease its use of the Offerings immediately if, in the sole reasonable judgment of Chowly, Chowly believes that Customer's use is outside the scope of the permitted use as set forth in this Agreement.

5. Intellectual Property

(a) Chowly Ownership Rights. Customer acknowledges and agrees that, as between Customer and Chowly, Chowly exclusively owns all rights, title, and interest in, to and related to the Offerings, as such may be modified, upgraded and/or enhanced from time to time, including, without limitation, all ownership and intellectual property rights therein, including, patents, copyrights, trademarks, trade secrets, rights of publicity, rights of privacy, sui generis database rights, moral rights, and other intellectual property or proprietary rights anywhere in the world. Customer further acknowledges and agrees that, as between Customer and Chowly, the Offerings are and shall remain the sole and exclusive property of Chowly. Customer

acknowledges and agrees that the right, title, and interest in and to the Offerings shall remain the property of Chowly. Chowly reserves all rights not expressly granted to Customer herein.

(b) Data. Customer hereby acknowledges and agrees that Chowly may, by means of the Software or Offerings, gather and compile Order Data, and that Chowly may use such Order Data for any lawful purpose which may include disclosure to third parties for Chowly's commercial purposes. Customer hereby consents to such gathering, compilation and disclosure.

(c) Trademarks; Attribution. Neither Party may use any trademark service marks, names, logos, or other identifiers of the other Party without the prior written consent of the relevant Party, except, however, Customer may use Chowly's name for the purpose of source attribution.

6. Fees and Terms of Payment

(a) Fees. For its services, Customer agrees to pay Chowly all fees as outlined on the onboard documentation executed by all parties. All locations covered under this agreement are subject to a \$35 (thirty five dollar) minimum fee per location. (b) Due dates of payments. Customer agrees to pay Chowly its Initial Fee upon execution of this Agreement. Customer further agrees to pay Chowly Monthly Fees within thirty (30) days of the date of each monthly invoice.

(b) Taxes. All fees stated in this Agreement are exclusive of any sales, use and other applicable taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). In addition to the fees, Customer shall pay any applicable taxes, except for those taxes based on the income of Chowly. Customer will not withhold any Taxes from any amounts due to Chowly.

(c) Additional Services. Customer may elect to receive additional Offerings during the Term of this Agreement. In such an event, Chowly is not obligated to deliver such additional Offerings and Customer is not obligated to pay for such additional Offerings until the Parties agree in writing as to the scope of the additional Offerings, the fees to be paid for such additional Offerings, and any additional terms that may be necessary.

(d) Fee Increases. Chowly may, by providing Customer with written notice at least thirty (30) days prior to the end of a monthly invoicing period, change the fees for all or any portion of the Offerings. Such fee changes will become effective on the first day of the subsequent monthly invoicing period.

7. Support and Modification of Data Offerings

(a) Support. Chowly will provide on-going assistance to Customer with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and

maintenance of the Offerings as Customer may reasonably request and Chowly may reasonably accommodate. Support for technical, administrative and service related matters may be requested via email at support@chowlyinc.com.

(b) Modification of Offerings. Chowly may modify the format, content, or delivery of the Offerings from time to time and at any time for technical reasons.

8. Indemnification. Customer shall indemnify and hold Chowly and its shareholders, directors, officers, employees and agents, harmless from and against any and all liabilities, damages, awards, settlements, losses, claims, and expenses, including reasonable attorneys' fees and costs of investigation ("Damages"), due to any claim by a third party arising from or in connection with Customer's gross negligence, willful misconduct, breach of any of its representations, warranties, covenants, or obligations in this Agreement, or any use of the Offerings that is not in accordance with this Agreement.

9. General.

(a) Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of Illinois as they apply to agreements entered into and to be performed entirely within Illinois between Illinois residents, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in Cook County, Illinois. Both parties agree to submit to the personal jurisdiction of the courts located within Cook County, Illinois for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens.

(b) Attorneys' Fees and Costs. Should either Party, through any court of competent jurisdiction or otherwise, successfully enforce any of the terms and conditions of this Agreement against the other Party, the losing Party agrees to pay to the prevailing Party its costs, including reasonable attorneys' fees.

(c) Notices. Whenever any ordinary day to day communication shall be given by one Party to the other, such communication shall be delivered to Customer by Chowly sending an email to the email address provided by Customer for the delivery of notices as set forth herein and to Chowly by Customer sending an email to support@Chowly.com, or by sending an email to such other email address as either Party may specify in a notice given hereunder. Notice shall be deemed given on the day of delivery. For the notice to be effective, the subject line of each email notice provided hereunder must state in bold letters: NOTICE UNDER CHOWLY, INC. SERVICES AGREEMENT. All notices (other than in connection with ordinary day to day communication) shall be provided in writing and addressed to Customer as the address listed in this Agreement, or via email provided by Customer in connection with Customer's Chowly account.

(d) Assignment. Customer may not assign its rights or delegate its obligations under this Agreement without Chowly's prior written consent. Chowly may assign its rights under this Agreement. Any purported assignment in violation of this section will be void.

(e) Waivers. The failure of either Party at any time or times to require full performance of any provision hereof will in no manner affect the right of such Party to enforce the same at a later time.

(f) Severability. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

(g) Survival. The provisions of Sections 1, 3, 5, 8 and 9 will survive the termination of this Agreement.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all other agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the Parties performed in preparation for and anticipation of the execution of this Agreement. Chowly may amend this Agreement by posting a revised version of this Agreement online, and Customer's continued use of the Offerings following such date will constitute Customer's acceptance of such amendments.