



MASTER TERMS AND CONDITIONS OF LICENSE

1. **Parties; Entire Contract.** These Master Terms and Conditions of License (“**T&C**”) are between RecTable, LLC with an address at 313 East Liberty Street, Ann Arbor, MI 48109 (“**RecTable**”, “**we**”, “**us**” or “**our**”) and the customer (“**Customer**” or “**you**” or “**your**”).
2. **Purpose.** RecTable created the RecTable software platform (the “**Platform**”) that provides data analytics to the restaurant industry pertaining to various business efforts, priorities, and projects (collectively, “**Services**”). These T&C contain the terms and conditions for Customer’s license to access the Platform through the purchase of a subscription (“**Subscription License**” or “**License**”). By accessing and using the Platform, you agree to abide by these T&C and any other provisions of the subscription that you select when purchasing a License through RecTable’s website from time to time. These T&C may be modified from time-to-time and, by continuing to use our Platform, you agree to be bound by the modifications. The most recent version of these T&C can always be found here at < <https://chimemenu.com/termservice.pdf>> Material updates to these T&C will result into a notification through the email associated with the account creation.
3. **Effective Date; Term.**
 - 3.1. *Acceptance of Terms.* These T&C are effective upon your click through acceptance of these T&C on RecTable’s website and/or Platform. If you make a purchase of Subscription License, you also agree to be bound by these T&C upon submitting payment information to RecTable.
 - 3.2. *Term; Renewal.* We are not bound to provide a Subscription License or perform Services until we receive your acceptance of the T & C (the “**Effective Date**”). Upon the Effective Date, you will have access to the Platform and we will begin delivery of Services, and this shall continue with the applicable License selected at checkout (the “**Initial Term**”), unless otherwise terminated in accordance with these T&C. Customer may terminate its License upon providing fifteen (15) days’ written notice to RecTable prior to the subscription renewal date, otherwise the term of the license will automatically renew for subsequent renewal terms of equal length to the immediately preceding term.
4. **Fees.**
 - 4.1. *Fees.* Customer will pay RecTable a subscription fee to access the Platform for the Subscription License selected at checkout on the RecTable website (“**Subscription Fee**”), and this Subscription License will provide the right to access and use the Platform. This fee includes Platform access for the signatories designated business within a specified facility as set forth in the Subscription License (“**Location**”) selected by you. RecTable will process the renewal Subscription Fee payment for the Subscription License on the renewal date (or as otherwise specified in the License you purchase). Fees are subject to change. If there is an increase in the Subscription Fee, RecTable will provide reasonable notice to Customer fifteen (15) days prior to the increase on the renewal date. Customer has the right to decide to not renew the Subscription License upon written notice to RecTable prior to the renewal date. Changes during a term will be effective at the commencement of the following renewal period. All fees stated are in U.S. dollars.
 - 4.2. *Timing of Payment.* The Initial Term of the License to use the Platform begins on the first business day immediately following the Effective Date.
 - 4.3. *Non-Payment; Additional Fees.* RecTable may suspend Customer’s access to the Platform due to nonpayment of overdue amounts. Customer is exempt from state and federal taxation.
5. **Subscription License.**
 - 5.1. *License.* The Subscription License granted by these T&C is nonexclusive, nontransferable, and personal to Customer. RecTable reserves all rights, including intellectual property rights, in the Platform and related materials (such as documentation, guides, training materials, and instructional materials). Customer shall

use commercially reasonable security measures to prevent unauthorized access to and use of the Platform.

- 5.2. *Certain Restrictions.* The rights granted to you in these T&C are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Platform, whether in whole or in part, or any content displayed on the Platform; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Platform; (c) you shall not access the Platform in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Platform shall be subject to these Terms. All copyright and other proprietary notices on the Platform (or on any content displayed on the Platform) must be retained on all copies thereof.

6. Customer's Representations and Warranties.

- 6.1. Customer represents and warrants that all content and other materials (“**Customer Content**”) it discloses or delivers to RecTable for use in connection with the Subscription License and use of the Platform are the property of Customer, or that Customer has the rights to disclose or deliver the Customer Content and other materials to RecTable, and that the Customer Content and other materials do not infringe any copyright, trademark, trade secret, patent or other right of any third party.
- 6.2. Customer represents and warrants that it will only use the Platform at the designated location identified in the Subscription License. Customer represents and warrants that it will not transfer or use the Platform at any other location other than the address identified in the Subscription License unless it receives RecTable's written consent.
- 6.3. To the extent allowed by law Customer agrees to indemnify, hold harmless, and to defend RecTable against all damages, losses, judgments, penalties, expenses, costs, and fees (including reasonable attorneys' fees) incurred by, or awarded or assessed against RecTable in connection with any third party (including domestic or foreign governments or agencies) assertion inconsistent with the promises, statements, representations, and warranties.
- 6.4. Customer represents and warrant to RecTable that (a) Customer has the authority to enter into this Agreement personally (if Authorized Individual is a natural person), or on behalf of the entity entering into this Agreement, and to bind that entity, (b) Customer will not violate any policies of the entity that Customer is entering into this Agreement on behalf of, (c) Customer will not violate any laws in connection with its use of the Services, and (d) that any Customer Content provided to RecTable for hosting by RecTable as part of the Services, shall not (i) infringe any copyright, trademark, or patent; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage RecTable's Platform or data; or (v) otherwise violate the rights of a third party. RecTable is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the Services contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Services.
- 6.5. You are responsible for maintaining the confidentiality of your Platform and RecTable account login information and are fully responsible for all activities that occur under the Platform and RecTable account. You agree to immediately notify RecTable of any unauthorized use, or suspected unauthorized use of your Platform or RecTable account or any other breach of security. RecTable cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- 6.6. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notices described herein, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

7. Customer's Use of Platform and Services.

- 7.1. Customer shall not (a) make the Platform available to anyone unless the user is an Authorized Individual, (b) authorize any person or business entity to be a user unless such person is an Authorized Individual, or (c) authorize any person or business entity to be use the Platform if such person of business entity is known to Customer to be a competitor of RecTable. An "**Authorized Individual**" means an employee, contractor, or permitted visitor of the Customer so long as such person conducting business directly with Customer while they are engaged in use of the Platform.
- 7.2. Customer can access the Platform through a WI-FI enabled device. Customer will have the right to upload information and individually-identifiable data to the Platform ("**Data**"). Customer hereby grants to RecTable a nonexclusive license to use, store, modify, adapt, and disseminate the Data and Customer Content for RecTable's internal business purposes. Customer shall not assign or transfer its rights to the Platform. Customer shall maintain the confidentiality of all passwords, account numbers or information related to the Platform. RecTable shall have, and Customer hereby grants to RecTable, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, non-exclusive license to use or incorporate into the Platform any suggestions, customizations, enhancement requests, recommendations or other feedback provided by Customer, relating to use or operation of the Platform to make the Platform available, to enhance the Platform's functionality and in connection with RecTable's further commercialization of the Platform for RecTable's internal business purposes.

8. Use of Services.

- 8.1. Subject to these T&C, RecTable may use the Customer Content and Data and information RecTable collects from Customer's use of the Platform as follows: to monitor the security and integrity of the Platform, to evaluate the security and integrity of Platform Data or as otherwise required by law. For information that is not identifiable to an individual or entity, which is most information captured by the Platform, RecTable may use such anonymous information to improve the Platform or RecTable's Platform-related services.
 - 8.2. RecTable shall: (i) use commercially reasonable efforts to make the Platform available, except for: (a) planned downtime (of which RecTable will use commercially reasonable efforts to notify Customer of scheduled downtime of the Platform in advance), or (b) any unavailability caused by circumstances beyond RecTable reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays, and (ii) provide the Platform and Services only in accordance with applicable laws. Nothing in these T&C shall be construed to directly or indirectly create any liability whatsoever for RecTable, including but not limited to (1) operating errors made by Customer, (2) failures of the Customer's technology, (3) failures, outages or inaccessibility of Customer's internal networking infrastructures, (4) failures, outages or inaccessibility of Customer's Internet access provider or intermediate transit provider to the data center managed or contracted for by RecTable, (5) failures caused by circumstances and events beyond RecTable's reasonable control, (6) failures caused by Customer's use of the Platform or Services in connection with third party applications.
 - 8.3. RecTable may deploy updates, releases, fixes or modifications ("**Updates**") to the Platform from time to time without a scheduled outage. RecTable may deploy Updates upon RecTable's determination, in its sole discretion, that such Updates are ready for commercial release and will improve the quality of the Platform or the Services generally. You acknowledge and agree that RecTable will have no obligation to provide you with any support or maintenance in connection with the Platform.
9. **Third-Party Links & Ads.** The Platform may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of RecTable, and RecTable is not responsible for any Third-Party Links & Ads. RecTable provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply,

including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

10. Intellectual Property Rights.

- 10.1. RecTable retains all intellectual property rights in the Platform, including copyrights, trade secrets, trademarks, patents, and "know-how." Customer is granted a limited license to access and use the Platform and is not granted any right to download the Platform, unless such download is to enable use by a Customer or Authorized Individual consistent with RecTable's Platform use policies, or create derivative works.
- 10.2. Customer retains the rights applicable to Customer Content and Data generated through Customer's and Authorized Individual's use of the Platform. Customer grants RecTable permission to use the Customer Content and Data for any lawful business purposes, provided that the Data is used either in the aggregate or in a manner that does not otherwise publicly identify Customer or its Customers, or any nonpublic information. This license is irrevocable, royalty-free, worldwide, and transferable.
- 10.3. RecTable may, during the term of the Subscription License, reproduce and use Customer's trademarks, trade names, and logos (collectively, "**Marks**") and Customer Data solely in connection with RecTable's operation and distribution of the Platform. Any use of the Customer's Marks in RecTable's marketing materials is subject to Customer's prior approval. RecTable may also access aggregate data for comparative and normative processes.
- 10.4. RecTable represents and warrants to Customer that to RecTable's knowledge as of the Effective Date, as accessed and used by Customer or any Authorized Individual in accordance with these T&C, the Platform will not infringe, misappropriate, or otherwise violate any U.S. intellectual property right of any third party.

11. Limited Warranties; Exclusion of Certain Warranties.

- 11.1. *Limited Warranty.* RecTable does not warrant that the functions contained in the Platform will meet Customer's specific needs, professional requirements (unless expressly stated in the documentation), be error-free, or operate without interruption. The Platform is hosted on a computer system that will be subject to maintenance, repair, and upgrading; the Platform will be temporarily inaccessible during such times.
- 11.2. *Waiver of Other Warranties.* THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Sole and Exclusive Remedies.

- 12.1. *Correction of Platform Material Defects; Disclaimer.* RecTable will use reasonable efforts to correct any material defects in the Platform, however the Platform is available "**AS-IS**" AND "**AS AVAILABLE**" **BASIS**.
- 12.2. *Sole and Exclusive Remedies.* The remedies in this Section are the sole and exclusive remedies provided to Customer relating to the Platform.

13. Limitations of Liability for Damages. REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL RECTABLE BE LIABLE TO CUSTOMER IN CONNECTION WITH THESE T&C, INCLUDING USE OF THE PLATFORM, FOR: (a) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF RECTABLE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (b) LOST PROFITS, LOST REVENUE, LOST BUSINESS EXPECTANCY, BUSINESS INTERRUPTION LOSSES, OR LOSS OF DATA; AND/OR DIRECT DAMAGES IN AN AMOUNT THE LESSER OF \$500 OR ONE (1) MONTH OF THE MONTHLY SUBSCRIPTION FEE PAID BY CUSTOMER IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF DAMAGE.

14. Termination of Subscription License.

14.1. *For Convenience.* Either party may terminate the Subscription License for any or no reason after providing written notice of the termination of the T&C prior to the monthly renewal as provided in Section 4.

14.2. *Obligations upon Termination.* Upon expiration, termination, or non-renewal of the Subscription License, Customer shall pay all amounts then due to RecTable and immediately cease all use of the Platform. RecTable is not responsible or liable for any records or information that is made unavailable to Customer as a result of Customer's termination of its Subscription License.

14.3. *Survival.* All Sections of these T&C related to ownership, privacy, indemnification, confidentiality, limitations of liability, and any other subject that would, by its nature, be deemed to survive termination of the Subscription License, will survive the termination or expiration of the Subscription License.

15. **Publicity.** RecTable may use Customer's name, trademarks or service marks or refer to the Customer in any promotional or marketing materials.

16. Confidentiality

16.1. **Confidential Information.** During the term of this Agreement, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or Services or other confidential or proprietary information (collectively, "**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, all information that would reasonably be considered confidential to Disclosing Party, will be considered Confidential Information of the Disclosing Party.

16.2. **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

16.3. **Exceptions.** The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

16.4. **Platform Use Information.** RecTable may use and disclose, in its discretion, any aggregated and de-identified information regarding Customer's use of the Services or included in Customer's accounts, including Customer Content. Any disclosure of such information will not identify Customer or any specific use by Customer.

17. Miscellaneous. In order to ensure consistency in interpretation, these Terms shall be governed by the laws of the State of Michigan and the federal laws of the United States of America. The parties waive the right to trial by jury. Customer agrees not to access the Platform or export any Platform-related information outside of North America. If any provision of these T&C is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be deemed modified so as to make it valid in a manner consistent with the intent of the parties expressed in that section. Customer may not assign any rights or delegate duties under these T&C without the prior, express, written consent of RecTable, which may be granted or withheld at RecTable's sole discretion. Any attempted assignment without such consent shall be void. These T&C constitutes the entire understanding of the parties with respect to the Platform. It replaces, supersedes and merges all prior written and oral communications, representations, promises or understandings. These T&C may be amended or supplemented only by a writing signed on behalf of both parties. Any waiver of a provision of these T&C or of a party's right or remedy under these T&C must be in writing and signed by the party to be effective. Failure or delay by a party to enforce its rights or remedies under these T&C at any time will not be deemed a waiver and will not affect the validity of these T&C or prejudice such party's right to take subsequent actions. It shall not be a material breach of these T&C, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under these T&C by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; or any other cause not within the control of such party whose performance is delayed. All notices shall be in writing and shall be addressed to the parties at their respective addresses or to such other address as a party may designate. Notices are effective upon receipt. Notice may be given by email, hand delivery, certified mail (return receipt requested), or overnight courier.

18. Jurisdiction and Venue. You agree that jurisdiction and venue for any legal action or proceeding arising out of or relating to these T&C or the transactions they contemplate are exclusive in the United States District Court for the Eastern District of Michigan; or in any court of the State of Michigan sitting in Washtenaw County, if there is no federal subject matter jurisdiction.