

PRODUCT-SPECIFIC TERMS

A. ONLINE ORDERING CONNECTION PLATFORM TERMS AND CONDITIONS

1. The Service Generally; Limitations. The Online Ordering Connection Platform facilitates online ordering by Client's guests for Client's delivery of its food, beverage and related products to its guests' homes, offices or other venues. Client acknowledges and agrees that SevenRooms is merely providing a technology for online ordering by Client's guests for the purpose of Client's provision of delivery services, either by itself or via a so called "last mile" delivery services providers that actually deliver the products to guests (each a "**Delivery Provider**"). For clarity, this means that SevenRooms is not a product delivery provider. **Therefore, Client understands and agrees that it retains sole responsibility for its delivery services, its delivered food, beverage and other products and its end user experience, including any associated complaints, issues or liability arising therefrom. For clarity, the foregoing means that, except for SevenRoom's limited warranty described above, SevenRooms shall have no liability to Client in relation to Client's delivery business.**

2. Client Obligations. Client will make items available for purchase through the Online Ordering Connection Platform ("**Available Items**") during its normal business hours and ensure the Available Items menu is accurate. Client will conduct its delivery and general business in accordance with all laws and regulations, including but not limited to those concerning its preparation, handling, storage, labeling, marketing and sale of food and alcohol (but see "Alcohol" below for additional alcohol-related terms). Client represents and warrants that (i) all nutritional information for Available Items, including calorie count or allergen information, that is made available through the Online Ordering Connection Platform is, and at all times will remain, accurate, (ii) it will not sell or deliver any Available Items that are regulated products, such as alcohol, cannabis, drugs or otherwise, if any, other than in accordance with all laws and regulations, to appropriately screened customers, (iii) Client will not use the Online Ordering Connection Platform to offer any of the following Available Items: any products that it is not legally permitted to offer people or animals of any size, illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, items containing endangered species or any items that Client does not have permission to send, (iv) Client will review and stay in good standing under the terms of any of the Delivery Providers that it connects with hereunder.

3. Alcohol Delivery Terms.

a. CLIENT REPRESENTS, WARRANTS AND COVENANTS TO SEVENROOMS THAT IT WILL NOT, SELL AND DELIVER ALCOHOL UTILIZING THE ONLINE ORDERING CONNECTION PLATFORM OTHER THAN IN ACCORDANCE WITH THESE ADDITIONAL ALCOHOL DELIVERY TERMS, WHICH INCLUDE ANY ALCOHOL-RELATED TERMS.

b. Any sales of alcohol by Client (including via any Delivery Partner may only be conducted by Client in accordance with all laws and regulations pertaining to Client's jurisdiction and third-party contracts. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE FOREGOING, INCLUDING BUT NOT LIMITED TO (I) DETERMINING WHETHER ALCOHOL SALES ARE PERMITTED, (II) ENFORCING ANY LIMITATIONS RELATING TO PERMITTED SALES, (III) CONDUCTING ANY AGE VERIFICATION OR OTHER SCREENING OF CUSTOMERS RELATING TO SUCH SALES, AND (IV) ENSURING ANY DELIVERY PROVIDER SERVICES THAT IT ENGAGES (VIA THIS SERVICE OR OTHERWISE) PERFORM THEIR DELIVERIES IN

ACCORDANCE WITH ALL OF THE ABOVE THEIR OWN TERMS AND CONDITIONS.

4. Additional Client Indemnity. In addition to any indemnity obligations that may arise under the SevenRooms MSA, Client will indemnify and hold harmless SevenRooms (and its affiliates and their shareholders, directors, employees and other agents) against any loss or damages, including but not limited to any attorneys' fees or other court or enforcement related expenses, arising from any claim arising out of (i) Client's use of the Online Ordering Connection Platform, including any claims by any of Client's end user customers (ii) Client's business or services violating these terms or any applicable statute or regulation, in any way and/or (iii) any claim arising out of the actions of any Delivery Provider or other party that Client may engage as part of its use of the Online Ordering Connection Platform.

5. Client Marketing. If Client chooses to utilize marketing services through the Online Ordering Connection Platform product and related Services, Client grants SevenRooms permission to access its client database and CRM tool for the purpose of obtaining customer information and communicating with Client's customers via email or other social marketing.

B. CONTACTLESS ORDER AND PAY SERVICE TERMS AND CONDITIONS

1. SevenRooms Obligations: Disclaimer. The Contactless Order and Pay Service or "**COAP Service**" provides an on-premise ordering solution for Venue consumer guests that is intended to allow guests to order and pay for their Venue meals and services utilizing their personal mobile devices. However, Client acknowledges and agrees that SevenRooms is merely providing a technology to assist with Venue guests' ordering and payment. Therefore, Client understands and agrees that it retains sole responsibility for its personnel, services and its food, beverage and other products, including the entirety of its end user experience and any associated complaints, issues or liability arising therefrom. For clarity, the foregoing means that, except for SevenRoom's limited commitment to provide the Platform as set forth in the Agreement, SevenRooms shall have no liability to Client in relation to Client's delivery business.

2. System Requirements: Additional Costs. The ability of Client to implement and utilize the COAP Service, in whole, or in part (and/or at a degraded level) may be made contingent upon its acquisition and integration of certain hardware and/or software applications, which shall be set forth in an applicable Order Form and may be updated from time to time. In addition, the COAP Service may perform better when integrated with certain third-party systems, such as POS (e.g. Toast), QR code generators and payment processors (e.g. Stripe). Depending upon Client's integrated systems, Client may be required to purchase additional hardware (such as printer boxes) and Client may require or request Venue specific implementation services. Any additional hardware costs or implementation services will (i) be set forth in an applicable Order Form and (ii) may be subject to additional fees stated thereon.

3. User Messaging: User Requirements. To properly communicate the COAP Service functionality to Venue Users, Venue may be required to place specific signage and materials prominently at user tables and other key areas. Unless stated otherwise in any Order Form, (i) all such signage shall be subject to SevenRooms' prior approval and (ii) at Venue's own cost. Venue users will also be required to provide payment information for each transaction. In addition, Venue users may only be able to access the COAP Service via certain compatible mobile devices, utilizing certain supported payment applications and products. Users may also be required to register for the service and/or agree to additional terms and conditions of use,

from SevenRooms and/or via the user's third-party payment processing provider. Users will also need to properly utilize the QR code or NFC functionality supported by their device, in accordance with the instructions provided by Venue and within the device via the service.