

MENUTECH SOFTWARE / MOBILE AS A SERVICE AGREEMENT V.1

IMPORTANT: READ THIS MENUTECH SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT"). BY ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT (THE PROPOSAL) THAT INCORPORATES THIS AGREEMENT (THE "PROPOSAL DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT SIGN THIS SOFTWARE AS A SERVICE AGREEMENT

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered software as a service from Menutech, MT ("Menutech") by executing the proposal document that accompanies and incorporates this Menutech software as a service agreement (collectively, the "agreement"). Software as a service consists of system administration, system management, and system monitoring activities that Menutech performs for Menutech Software Platforms, and includes the right to use the Menutech Software Platforms, support services for such Menutech Software Platforms, as well as any other services provided by Menutech, as defined in the proposal document (collectively, the "services"). The term "program documentation" refers to any program documentation as well as any other materials provided by Menutech as part of the services. The term "Menutech software platforms" refers to the software products owned or distributed by Menutech to which Menutech grants you access as part of the services, including program documentation, and any program updates provided as part of the services. The term "users" shall mean those individuals authorized by you or on your behalf to use the services, as defined in the proposal document. The term "your data" refers to the data provided by you that resides in your services environment. The term "proposal document" refers to the proposal document signed by the parties that accompanies and incorporates this software as a service agreement, including the services policies and any other document referenced or incorporated into the proposal document.

B. Applicability of Agreement

This software as a service agreement is valid for the proposal document which this agreement accompanies.

C. Rights Granted

Upon Menutech acceptance of your proposal document and for the duration of the services term defined in the proposal document (On going), you and anyone who downloads the software application has the non-exclusive, non-assignable, royalty free, worldwide limited right to use the services solely for business, personal or pleasure, and subject to the terms of the agreement. The services are provided as described in, and subject to, the services policies referenced in the proposal document.

Upon the end of the agreement or the services thereunder, Menutech will no longer maintain or update the features specified in the proposal document and the services shall terminate. This software as a service agreement grants each location (food truck or brick and mortar) the ability to receive orders and payment via the POS (Point of Sale System), as long as the payment terms defined in the proposal are being met by "You".

D. Ownership and Restrictions

Menutech retain all ownership and intellectual property rights to the Menutech software platform, its source code and its patent pending technology. Menutech retains all ownership and intellectual property rights to anything developed and delivered under the agreement. Menutech retains all ownership rights and intellectual property rights of all data entered into the Menutech Platform. Third party technology that may be appropriate or necessary for use with some Menutech programs is specified in the program documentation or proposal document as applicable. Your right to use such third party technology is governed by the terms of the third party technology license agreement and not governed by Menutech.

You may not:

- Remove or modify any source code or any notice of Menutech or its licensors' proprietary rights.

- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Menutech.
- License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, Menutech programs or materials available, to any third party other than as expressly permitted under the terms of the agreement.

The rights granted to you under the agreement are also conditioned on the following:

- You, your customers, your potential customers or anyone who downloads the software application has the right to use the services as defined in the proposal.

E. Warranties, Disclaimers and Exclusive Remedies

Menutech warrants that the services will perform in all material respects in accordance with the features referenced in the proposal document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Menutech no later than five business days after the last day of that particular month.

MENUTECH DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT MENUTECH WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT MENUTECH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. MENUTECH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, MENUTECH WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING

BALANCE FOR SERVICES OWED TO MENUTECH, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND MENUTECH' SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Indemnification

If a third party makes a claim against either you or Menutech ("recipient" which may refer to you or Menutech depending upon which party received the material), that any information, design, specification, instruction, software, service, data, or material ("material") furnished by either you or Menutech ("provider" which may refer to you or Menutech depending on which party provided the material), and used by the recipient infringe its intellectual property rights, the provider, at its sole cost and expense, will defend the recipient against the claim and indemnify the recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the provider, if the recipient does the following:

- Notifies the provider promptly in writing, not later than 30 days after the recipient receives notice of the claim (or sooner if required by applicable law).
- Gives the provider sole control of the defense and any settlement negotiations.
- Gives the provider the information, authority, and assistance the provider needs to defend against or settle the claim.

If the provider believes or it is determined that any of the material may have violated a third party's intellectual property rights, the provider may choose to either modify the material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable material and refund any unused, prepaid fees the recipient may have paid to the other

party for such material. If such return materially affects Menutech' ability to meet its obligations under the relevant proposal, then Menutech may, at its option and upon 30 days prior written notice, terminate the proposal. The provider will not indemnify the recipient if the recipient alters the material or uses it outside the scope of use identified in the provider's user documentation or services policies or if the recipient uses a version of the materials which has been superseded, if the infringement claim could

have been avoided by using an unaltered current version of the material which was provided to the recipient. The provider will not indemnify the recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party web page accessed via a hyperlink). Menutech will not indemnify you to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by Menutech. Menutech will not indemnify you for infringements caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. Menutech will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

G. Support Services

Support services provided under the agreement are specified in the services policies referenced in the proposal document.

H. End of Agreement

Services provided under this software as a service agreement shall be provided for the period defined in the proposal document (defined as ongoing) unless earlier terminated in accordance with the agreement. The term of the services are collectively defined as the "Services Term." At the end of the service term, all rights to access or use the services, including the Menutech programs listed in the ordering document, shall end.

The service term, in accordance with the proposal, shall be ongoing on a month to month basis and continued participation in the service contract shall be based upon the payment of the service fee, as defined in the proposal.

If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable proposal document under which the breach occurred. If Menutech ends the ordering document as specified

in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If Menutech ends the services under the indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use the services ordered.

Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

I. Fees and Taxes

You agree to pay for all services ordered as set forth in the applicable proposal document. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Menutech must pay based on the services you ordered, except for taxes based on Menutech' income.

You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the proposal document; however, the preceding does not relieve Menutech of its obligation to deliver services that you have ordered per the terms of the agreement.

J. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another (“confidential information”). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

A party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the

other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

We each agree to hold each other’s confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the agreement. Menutech will protect the confidentiality of your data residing in the services environment in accordance with the Menutech security practices specified in the services policies referenced in the proposal document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

K. Entire Agreement

You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL/Software application or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the

terms of the agreement, including any Menutech proposal document, shall supersede the terms in any purchase proposal or other non-Menutech document and no terms included in any such purchase order or other non-Menutech document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted through Menutech by authorized representatives of you and of Menutech.

L. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. MENUTECH'

MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR PROPOSAL, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY PAID TO MENUTECH FOR THE SERVICES UNDER THE PROPOSAL THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST MENUTECH SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

M. Other

1. Menutech is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. You shall obtain at your sole expense any rights and consents from third parties necessary for Menutech perform the services under the agreement.
3. The agreement is governed by the substantive and procedural laws of Delaware and you and Menutech agree to submit to the exclusive jurisdiction of, and venue in, counties in Delaware in any dispute arising out of or relating to the agreement.

4. If you have a dispute with Menutech or if you wish to provide a notice under the indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Menutech, 1679 S. Dupont Highway, Dover, DE 19901, Attention: General Counsel, Legal Department. Menutech may give notice applicable to Menutech' software as a service customer base by means of a general notice on the Menutech portal for the services, and notices specific to you by electronic mail to your email address on record in Menutech' account information or by written communication sent by first class mail or pre-paid post to your address on record in Menutech account information.
5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables, and if you decide to finance your acquisition of the services, you will follow Menutech' policies regarding financing.
6. Except for actions for nonpayment or breach of Menutech' proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.
7. Menutech may audit your use of the services. You agree to cooperate with Menutech' audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations.
8. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or orders placed under it. You understand that Menutech' business partners, including any third party firms retained by you to provide computer consulting services, are independent of Menutech and are not Menutech' agents.

N. Force Majeure

Neither of us shall be responsible for failure or delay in performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other events outside the

reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

O. Your Data

In performing the services, Menutech will comply with the Menutech Privacy Policy, which is available at <http://MenuTech.xyz/privacy-policy/> and incorporated herein by reference. The Menutech Privacy Policy is subject to change at Menutech' discretion; however, Menutech policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the services have been paid. The services policies referenced in your proposal document specifies our respective responsibilities for maintaining the security of your data in connection with the services.

Menutech reserves the right to provide the services from locations, and/or through use of subcontractors, worldwide. You agree to provide any notices and obtain any consents related to your use of the services and Menutech' provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

P. Restrictions on the Use of the Services

You agree not to use or permit the use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk email, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Menutech under the agreement, Menutech reserves the right to remove or disable access to any

material that violates the foregoing restrictions. Menutech shall have no liability to you in the event that Menutech takes such action. You agree to defend and indemnify Menutech against any claim arising out of a violation of your obligations under this section.

Q. Services Tools

Menutech may use tools, scripts, software, and utilities (collectively, the “tools”) to monitor and administer the services and to help resolve your Menutech service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing Menutech’ product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement.

R. Statistical Information

Menutech may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your confidential information or include your company’s name. Menutech retains all intellectual property rights in such information.

S. Third Party Websites, Content, Products and Services

The services may enable you to add links to websites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Menutech is not responsible for any third party websites or third party content provided on or through the services and you bear all risks associated with the access and use of such websites and third party content, products and services.

T. Customer Reference

You agree (i) that Menutech may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Menutech on menutech.xyz for promotional purposes.

U. Right to Represent on Phone and World Wide Web

You Authorize Menutech and or it's contractors to act as an authorized representative of your company. Specifically, you authorize Menutech to edit and monitor your local listing on Google My Business (or any Google services), Apple Maps (Mapsconnect), Bing Maps (or any Bing Services), Yahoo Maps (or any Yahoo Services), Facebook, Yelp and Yelp affiliated directories. Additionally, you authorize Menutech to post your business listing to a variety of online listings to help market your business through new online sources. You authorize Menutech to represent your business when communicating with the above listed internet and local listing companies or any additional online source used for the purpose of marketing your business.

You authorize Menutech to integrate online ordering to your site as well as the internet services listed above. Additionally, you authorize Menutech to change the listed phone number on the internet services above to a new number that is owned solely by Menutech. You authorize Menutech to receive phone calls on your behalf for the

purpose of placing orders over the phone and educating your customers on how to place an order online or through the mobile app. Any calls related to other business operations will not be handled by Menutech and will be forwarded to you at the number you have provided Menutech.