This **MASTER SOFTWARE SUBSCRIPTION AGREEMENT ("Agreement")** governs the use of the Services as defined below and provided by **QSR Automations, Inc. ("QSR")**, with its principal place of business at 2700 Buddeke Dr., Louisville, Kentucky 40206, by you (**"Client"** or **"you"**), either an individual person or a legal entity. QSR and Client may be referred to in this Agreement, individually, as "Party" and, collectively, as "Parties."

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING, AND/OR BEFORE REGISTERING FOR THE SERVICES AND/OR THE SYSTEM, AS APPLICABLE. THIS SYSTEM IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO SETUP OR INSTALL THE SYSTEM CONSTITUTES YOUR CONSENT TO AND ACCEPTANCE OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS INFERENCE TO THE CONTRARY. THE REGISTRATION BY YOU TO THE SERVICES (DEFINED BELOW) IS EXPRESSLY MADE CONDITIONAL ON YOUR CONSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SYSTEM.

By accessing or using the Services, or any part thereof, or by establishing an account **("Account")** to use the Services, Client agrees to this Agreement. When creating an Account, Client represents and warrants that all information provided to QSR in connection with such Account is true, accurate and correct and that, when the Client is an entity, the person creating any such Account on behalf of a Client is authorized to do so on behalf of the entity.

QSR may revise and/or update this Agreement from time to time, without notice. You may access the most current version of this Agreement at any time by going to www.qsrautomations.com. By continuing to access or use the System after any changes to this Agreement, Client agrees to be bound by the most current Agreement.

1. **DEFINITIONS.**
   (a) **"Service(s)"** means any single product or the combination of license Software, internet-based (cloud) Subscription Software, Local Software Services, Hosting Services, and Support Services provided by QSR to Client, which are developed, operated, and maintained by QSR to which Client is being granted access under this Agreement. The Service includes the Client's ability to store the Client Data (as defined below), subject to this Agreement. QSR reserves the right to add, change, remove and/or modify the Services, including modifications to functionality, presentation and companion products. To the extent QSR includes third party services in the Services, QSR will have no responsibility or liability with respect to such third-party services.

   (b) **"Software"** means the software code used as part of the Service, both in connection with the Services rendered under this Agreement, together with all other related and accompanying documentation (the "Documentation"), provided by QSR via the Service, and any update or a new release of the Software.

   (c) **"System"** means the Software, the Services and all associated processes.

2. **USE OF THE SYSTEM.**

   (a) **License to Use the System.** System is licensed to Client solely for Client's own internal use and for Client's own operations. Except as explicitly permitted herein, without the prior written consent of QSR, Client will not (nor allow any third party to) directly or indirectly: (a) allow others to use the Service, or use the System for the benefit of third parties; (b) except and only to the extent established by applicable law, attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the System by any means whatsoever; (c) develop methods to enable unauthorized parties to use the System or develop any other product containing any of the concepts and ideas contained in the System; (d) modify the System or create a derivative work of any portion of the System; (e) remove any copyright or other proprietary notices from the System; (f) test the System or use the System in connection with any benchmark tests, evaluation or any other tests of which the results are designated or likely to be published in any form or media or otherwise made available to the public; (g) circumvent, disable or otherwise interfere with security-related features of the System or features that enforce limitations on its use; (h) transmit any malicious code, viruses, worms or other items of a destructive or deceptive nature into or in connection with the System. (i) rent, lease, lend, sublicense, assign, sell or

transfer the System and/or Client's rights to the System; (j) make copies of the System or any portions thereof; (k) use the System in a manner that is not in compliance with the Documentation and with QSR's specific instructions; (l) copy nor modify, adapt or translate into any language the Documentation, nor create derivative works based on the Documentation; (m) violate, or encourage the violation of the legal rights of QSR, its suppliers or third parties; (n) use the System for any unlawful, invasive, infringing, defamatory or fraudulent purpose; and/or (o) access the System in order to build a competitive solution or to assist any third party to build a competitive solution (p) use the System for any purpose or in any manner involving 'Protected Health Information' under HIPAA if Client is (or becomes) a 'Covered Entity' or 'Business Associate' under HIPAA. Client shall comply with all applicable laws, rules and regulations in connection with Client's use of the System.

(b) **Limitations on Access and Use of Services.** Client is solely responsible for the content of all communications by and to Client (including, without limitation, communications to Client's customers) made through the use of the Services. Client agrees to (i) comply with all applicable laws while using the Service; (ii) not transmit any communication using the Service that violates any applicable law, court order or regulation; (iii) not violate any third-party rights in using the Service; and (iv) not use the Service, whether intentionally or unintentionally, in any manner that damages, interferes with, or disrupts the Service or the ability of other users to use the Service. Client is expressly prohibited from using the Service to transmit or receive any communication or material of any kind when the transmission, receipt, or possession of such communication or material would constitute, or encourage conduct that would constitute, a criminal offense, give rise to civil liability, infringe the intellectual property rights of a third party or otherwise violate any applicable laws, rules or regulations. In addition, by way of example only and without limitation, Client is prohibited from using the Service to transmit or receive any communication that is: harmful, threatening, abusive, harassing, or defamatory; vulgar, obscene, profane, or sexually explicit; hateful, discriminatory or that promotes racism, bigotry, or physical harm of any kind to any group or individual; invasive of privacy; infringes intellectual property rights or promotes illegal or unauthorized copying of another person's or entity's work; fraudulent, inaccurate or misleading, or otherwise objectionable in any way. QSR may, in QSR's sole discretion, terminate Client's Account without advance notice if QSR believes that Client has violated the aforementioned restrictions, or if Client acts in a manner that is threatening, obscene, harassing, defamatory or abusive to QSR personnel or to any other persons (including, without limitation, Client's customers). Client is solely responsible for any and all use of Client's Account, including all communications transmitted or received through Client's Account.

(c) **Privacy Policy and Use of Data.** By using the Services, Client understands and agrees that Client is subject to the Privacy Policy set forth by QSR at www.qsrautomations.com. Client agrees that QSR may make use of all information and data inputted into the Services to deliver the Service provided hereunder and to communicate with Client and Client's customers about the Service, and otherwise as provided for in the Privacy Policy. Client further agrees that QSR may de-identify all data inputted into the Service for use by QSR in connection with QSR's business analytics and reporting. All users with an address outside the U.S. affirmatively agree to the placement of a persistent cookie on your mobile device and/or computer and to the storage and use of your data in the United States and otherwise in accordance with the Privacy Policy.

3. **QSR HOSTING.** The Service is available to Client only through a hosted environment, which hosted environment is currently managed by QSR. Client acknowledges that its access and use of the Service will be through the Internet only. Client further acknowledges and agrees that QSR's hosting activities may involve a QSR third-party vendor, and that certain information pertaining to Client necessary for such third-party vendor to perform its obligations may be provided by QSR to that third party vendor for Client to use the Service.

4. **THIRD PARTY COMPONENTS.** The System is based on software developed and owned by Company and/or its licensors, and may use or include third party software, files and components that are subject to open source and third-party license terms **("Third Party Components")**. Client's right to use such Third-Party Components as part of, or in connection with, the System is subject to any applicable acknowledgements and license terms attached to such Third-Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third-Party Components and this Agreement, the licensing terms of the Third-Party Components shall prevail in connection with the related Third Party Components. Such Third-Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the System or any portion thereof (except for the Third-Party Components contained therein) be deemed to be "open source" or "publicly available" software.

5. **APPLE, INC. TERMS:** Client agrees that if Client accesses the System through a device made by Apple, Inc. ("Apple") and/or through iTunes, (i) this Agreement is between QSR and Client; Apple is not a party to this Agreement; (ii) Apple and its subsidiaries are third party beneficiaries of this Agreement and upon Client's acceptance of this Agreement, Apple will have the right to enforce this Agreement against you; (iii) the license granted to you under this Agreement is limited to a non-transferable right to use certain aspects of the System on the Apple device(s) authorized by Apple that Client owns or controls and as permitted by the Usage Rules set forth in Apple's App Store Terms of Service; (iv) Apple has no obligations whatsoever in connection with the functionality or content of the System, or to furnish any maintenance or support services with respect to certain aspects of the System; (v) Apple is not responsible for addressing any claims by you or a third party relating to any part of the System or your possession and/or use of the System, including without limitation (a) product liability claims; (b) any claim that the System fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vi) in the event of any third party claim that any aspect of the System or your possession and use of the System infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and/or discharge of such claim; and (vii) you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

6. **CONFIDENTIALITY.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Confidential Information does not include information that is (a) previously known to the receiving Party, free from any obligation to keep it confidential, (b) publicly disclosed by the disclosing Party either prior to or subsequent to the receipt by the receiving Party of such information, (c) independently developed by the receiving Party without any access to Confidential Information, or (d) rightfully obtained from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to the disclosing Party. The receiving Party may disclose Confidential Information if the receiving Party is required to do so under applicable law, rule or order; provided that the receiving Party, where reasonably practicable and to the extent legally permissible, provides the disclosing Party with prior written notice of the required disclosure.

7. **CLIENT DATA AND ANALYTICS INFORMATION.** Operation of the System and the provision of the System hereunder requires QSR to monitor traffic and content (including encrypted content) transmitted by Client's networks and require the Client to provide, upload, transmit, or make accessible to QSR certain data, including without limitation, personally identifiable information transmitted by Client's networks (collectively, the "Client Data"), as further detailed in the QSR's Privacy Policy, set forth on the QSR's Website. The Client agrees that the QSR will collect, monitor, store and use the Client Data, on the Client's behalf, in order to provide the System. Client controls access to the Client Data and has full administrative control over such data, including its right to view or modify it. As between QSR and Client, the intellectual property rights and all other rights, title and interest of any nature in and to the Client Data, which may be stored on QSR's database, are and shall remain the exclusive property of Client and its licensors. The QSR shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use, in accordance with any applicable privacy laws, the Client Data in order to provide the System. Except as set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests in the Client Data to QSR or any third party. QSR may collect, disclose, publish and use in any other manner anonymous information which derives from the use of the System (i.e., nonidentifiable information, aggregated and analytics information) ("Analytics Information"), in order to provide and improve QSR's programs and services and for any legitimate business purpose. QSR is and shall remain the sole owner of the Analytics Information.

8. **OTHER COSTS.** Any other costs or expenses associated with use of the Services, including without limitation hardware (including any PCs or tablet devices), site readiness, cabling, and carrier fees, will be paid solely by Client.

9. **AVAILABILITY.** QSR shall use reasonable commercial efforts to achieve a ninety-nine and nine-tenths percent (99.9%) availability objective for the Service. QSR shall not be responsible for availability issues caused by or associated with: (i)

force majeure (as defined in Section 23 of this Agreement); (ii) failure of power at any location where Client may be accessing the Service; (iii) failure of any hardware used by Client to access the Service; (iv) failure of access circuits to the Service; (v) browser, domain name system (DNS), or caching issues outside of the control of QSR; (vi) emergency maintenance, scheduled maintenance (as set forth in Section 11 of this Agreement), and upgrades to the Service or any other aspect of the Service; (vii) acts, omissions, negligence, or willful misconduct by Client or third parties provided access by Client to the Service under this Agreement; (viii) use of the Service not in accordance with any instructions provided by QSR; or (ix) failure of service of any carrier used by Client. If Client believes the availability objective has not been met for any particular month, QSR must be notified in writing immediately, but no later than thirty (30) days following any deficiency in availability. QSR will use commercially reasonable efforts to address any such issue.

10. **MAINTENANCE.** QSR may perform system maintenance during certain time periods with respect to the Service, which time periods are selected by QSR with the goal of minimizing the impact to Client and Client's guests. Client understands that there may be instances where QSR must interrupt access to the Service without notice to protect the integrity of the Service due to such issues as (without limitation) security issues, virus attacks, spam issues, or other unforeseen circumstances.

11. **SECURITY THREATS.** QSR reserves the right, in its sole and complete discretion, to suspend Client's Account and access by Client to the Services without notice if Client's Account is (as determined in the sole discretion of QSR) directly or indirectly involved in creating a security threat, including without limitation a denial of service attack. QSR may reinstate Client's Account, at QSR's sole discretion and without any refund of Subscription Fees or other costs, upon resolution of the security threat.

12. **UPGRADES.** From time to time, QSR may upgrade one or more components of the Services. Client agrees that if required by QSR, Client will download a new version of any upgraded Software or otherwise implement said upgrade to continue using the Services. Client understands and agrees that Client's failure to implement any required upgrade may prevent Client's ability to use, or may result in QSR's suspension of Client's access to Client's Account and the Services unless and until Client implements the required upgrade.

13. **INDEMNIFICATION.** Client agrees to indemnify QSR, its affiliates, customers, employees, successors and assigns against any losses, damages, claims and expenses (including attorneys' fees) because of claims by third parties for damages arising out of or resulting from: (1) injuries to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the software, services or materials provided by QSR; (2) any use of the System constituting an infringement of any patent, copyright, trademark or other intellectual property right or a violation of privacy; (3) any actual or alleged violation of this Agreement or any applicable law, rule or regulation by Client or any person accessing the Service and/or System through Client's Account (3) any failure of QSR to perform its obligations under this Agreement; or (4) the use, distribution and/or storage of data Client has gathered from third parties or from the use by Client of the Service in the conduct of Client's business. Client understands and agrees that QSR is not and shall not be liable or responsible for any third party claims against QSR that arise from Client's use of the Service and/or System (or use by any person accessing the Service and/or System through Client's Account.

14. **WARRANTY.** THE SYSTEM IS BEING PROVIDED TO CLIENT "AS IS" AND "AS AVAILABLE." QSR DOES NOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING THE SYSTEM. CLIENT UNDERSTANDS AND AGREES THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT BEING MADE BY QSR UNDER THIS AGREEMENT OR OTHERWISE AND THAT SUCH WARRANTIES ARE HEREBY WAIVED. ANY REFERENCE TO OR USE OF A THIRD PARTY'S CONTENT OR WEBSITE IS NOT AN ENDORSEMENT BY QSR OF SUCH PARTY'S CONTENT OR WEBSITE.

15. **LIMITATION OF LIABILITY.** QSR SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY MISUSE, INCORRECT INSTALLATION OR MAINTENANCE, OR USE BY UNTRAINED PERSONNEL EMPLOYED BY OR OTHERWISE AFFILIATED WITH CLIENT OF THE SERVICE(S) OR IMPROPER ENTRY OF DATA IN CONNECTION WITH THE SERVICE(S) OR ANY EXTERNAL ENVIRONMENTAL CONDITIONS THAT MAY AFFECT THE PERFORMANCE OF THE SERVICE(S). QSR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SHAREHOLDERS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND GOOD WILL) OR PUNITIVE DAMAGES HOWEVER CAUSED OR UPON ANY THEORY OF LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER EVEN IN THE EVENT OF DEFAULT, TORT (INCLUDING THE NEGLIGENCE OF QSR), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY ANY OF THE FOREGOING, AND EVEN IF ANY OF THE FOREGOING HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER EVER EXCEED THE AMOUNT OF FEES CLIENT HAS PAID TO QSR DURING THE IMMEDIATELY

PRECEDING TWELVE (12) MONTH PERIOD OF THE TERM, IRRESPECTIVE OF THE FORM OF ACTION OR THE LEGAL THEORY UPON WHICH THE UNDERLYING CLAIM MAY BE BASED.

16. **INTELLECTUAL PROPERTY PROTECTIONS.** The System is the intellectual property of and is owned by QSR, and title to the same is not transferred to Client by this Agreement or otherwise. The structure, organization, and code of the System are the valuable trade secrets and confidential information of QSR. Client acknowledges that QSR retains the ownership of all patents, copyrights, trade secrets, trademarks, and other intellectual property rights pertaining to the System and that QSR's ownership rights extend to any images, photographs, animations, videos, audio, music, text, and applets incorporated into the System. Client shall take no actions that, directly or indirectly, may adversely affect QSR's intellectual property rights in the System. Unless expressly permitted by QSR in writing, Client agrees not to alter, merge, modify, adapt, or translate the System or Documentation or any part thereof. Client also agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the System, or disclose any of the foregoing. Client may not use the System or Documentation, or disclose the System or Documentation to any third party who may use the System or Documentation, to create any system, process or other manifestation which is substantially similar to the expression of the System. This Agreement does not convey to Client an interest in or to the System, but only a limited right of use of the System, revocable in accordance with this Agreement. Nothing in this Agreement constitutes a waiver of QSR's Intellectual Property rights under applicable law.

17. **SUPPORT SERVICES.** QSR may, but shall not be obligated to, make available certain support services related to the System. Use of any support services is governed by the then-current policies and programs described in any related material available from QSR regarding such support services.

18. **PRODUCT CHANGES.** QSR reserves the absolute right, in its sole discretion, to discontinue or phase out the System or any aspect of the System, with notice to Client.

19. **SURVIVAL.** If Client elects to terminate use of the System, Client remains fully liable for accrued charges, taxes, and applicable fees outstanding at the time of termination. Without prejudice to any other rights, QSR may terminate this Agreement immediately and without notice if Client fails to comply with this Agreement, or if any applicable payment of fees for Client's account is in arrears. In such event, Client must immediately cease all use of the System and take such other actions as QSR may reasonably request. If either party terminates this Agreement for any reason, Client fully understands and agrees that Client will no longer have access to any data or information, including Client's customer information that is available or stored through the System. All obligations and duties that by their nature reasonably should extend beyond any termination of this Agreement shall survive the termination of this Agreement.

20. **SEVERABILITY.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect. Client hereby agrees that this Agreement shall be so interpreted as to give effect and validity to all the provisions hereof to the fullest extent permitted by law.

21. **WAIVER.** A waiver by either party of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

22. **FORCE MAJEURE.** Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control, and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrest, epidemics, quarantine, embargoes and other governmental actions or regulations that would prohibit either party from ordering or furnishing products or from performing any other obligations hereunder. During the continuance of such cause(s), such party's obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance and such party exercises reasonable diligence in attempting to fulfill its obligations notwithstanding such cause(s).

23. **GOVERNING LAW; VENUE.** Irrespective of the country or other location in which Client is located or in which the Client uses the Service, Client agrees this Agreement shall be governed by the laws of the Commonwealth of Kentucky, United States of America, with the exception of its conflict of laws rules. Subject to Section 25 of this Agreement, the state and federal courts located in Louisville, Jefferson County, Kentucky shall have exclusive venue and jurisdiction with respect to any action arising out of or related to this Agreement.

24. **ARBITRATION AND WAIVER OF JURY TRIAL.** All claims, disputes or controversies of whatever nature between the parties arising out of or in any way connected with the execution, interpretation, termination and performance and/or breach of this Agreement (including the validity, scope and enforceability of this arbitration provision) or the relationship created thereby (each, a "Dispute") shall, except as provided herein, be solely and finally settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association and shall be held in Louisville, Kentucky. The parties agree that the arbitration award shall be final and shall not be subject to judicial review. Judgment on the arbitration award shall be entered and enforced in any court having jurisdiction over the parties or their assets. It is the intent of the parties that the arbitration provisions hereof be enforced to the fullest extent permitted by applicable law, including the Federal Arbitration Act, 9 U.S.C. § 2. Nothing contained in this Section 25 shall prevent the parties from seeking injunctive relief, or as otherwise permitted by law or equity. No person or entity except QSR or Client shall have the right to join in or participate in any arbitration proceeding arising under this Agreement, and therefore the arbitrators will not be authorized to permit class actions or to permit any person or entity to be involved in or named a party to any arbitration proceeding brought by either party under this Agreement. EACH OF QSR AND CLIENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. **EXPORT CONTROL.** Client shall comply with all applicable government trade and export control laws and regulations with respect to the System. Client agrees that the System will not be transferred or exported into any country or used in any manner prohibited by any applicable laws in any jurisdiction.