

End User License Agreement for Trial of RESTAURANT PLAYBOOKS CONTENT

(updated December 4, 2021)

DEFINITIONS

When used in this agreement, the meaning for terms are as follows:

"Agreement" means this Restaurant Playbooks End User License Agreement, as amended, modified, or updated and in effect from time to time.

"Content" means (a) all the playbooks, processes, templates, information, and courses which the User has subscribed to or been granted limited trial use that are the proprietary intellectual property of Restaurant Playbooks Content may include both currently available courses as well as updated content provided to Users through the User LMS.

"Restaurant Playbooks" is a DBA for Performance Playbooks LLC, registered in Colorado. Restaurant Playbooks is the owner and licensor of the Content.

"Use" or "Using" means to access or otherwise benefit from using the Content in accordance with the Agreement.

"User" means the licensee, the client organization providing access to, and payment for the specified use of, the selected Content, or any person authorized by the licensee to use the Content in connection with the licensee's business (in each case, also "you," "your" and "user").

"LMS" means the User Learning Management System or Learning Platform used to deliver, manage, and track use of the Content.

NOTICES TO USER

BY INSTALLING THE RESTAURANT PLAYBOOKS CONTENT ON USER LMS AND PROVIDING ACCESS TO USERS, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. It is the responsibility of the User to load, categorize, and assign the Content on the LMS. Restaurant Playbooks' implementation obligations end once such course files are made available for download.

LICENSE

Upon payment received or limited trial use granted by Restaurant Playbooks for the specified content, User is granted a non-transferable, non-exclusive, limited, and revocable license to use the Restaurant Playbooks Content, as selected and paid for by User. The Content comprise the proprietary and exclusive educational, training, and assessments, including without limitation, online courses, and interactive multimedia training and learning content, all owned by Restaurant Playbooks. As User, Use of the Content is expressly conditioned on your acceptance of these terms and conditions of use. Restaurant Playbooks reserves the right to update and change the Agreement from time to time without notice. The most current version of this Agreement will supersede previous versions. You can review the most current Agreement at any time at: [https:// RestaurantPlaybooks.com/TrialAgreement](https://RestaurantPlaybooks.com/TrialAgreement)

TERM AND TERMINATION

Term. You are agreeing to a limited 4 month Free Trial (the "Term") to access the Content.

Termination. User license is effective until terminated by you or Restaurant Playbooks.

Your rights under the license will terminate automatically without notice if you fail to comply with any terms of this Agreement. Upon termination of your license, you must cease all use of the Content.

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Termination for Cause. If you breach any material term or condition of this Agreement ("Cause"), this Agreement may be terminated by Restaurant Playbooks by giving you 30 days prior notice of the breach, unless you cure the breach within those 30 days.

INDEMNIFICATION

You agree, during and after your use of the Content, to indemnify and hold harmless Restaurant Playbooks, (including its affiliates, officers, directors and employees) for any losses, costs, liabilities, and expenses arising out of your Use or inability to Use the Content, your breach of this Agreement, and your unauthorized use of the Content, or introduction of any viruses, malware or similar destructive codes. You also agree to defend, indemnify, and hold harmless Restaurant Playbooks from and against any and all claims, damages, obligations, losses, liabilities (including attorney's fees) arising from any act by you that violates any intellectual property rights of Restaurant Playbooks Content.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

The Content and all information in the Content are provided "as is" and without representations or warranties of any kind, either express or implied. Restaurant playbooks does not warrant the performance of the Content, or that any Content will meet your specific requirements, or that it is error-free, or that the results obtained from using the Content will be accurate, reliable, or satisfactory.

User expressly understand and agree that to the maximum extent permitted by applicable law Restaurant Playbooks shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of use, loss of data or profits, or other intangible losses (even if Restaurant Playbooks has been advised of the possibility of such damages) resulting from any cause whatsoever.

To the extent permitted by applicable law, you agree to release and waive any and all claims and/or liability against Restaurant Playbooks arising from Use of the Content.

This agreement does not exclude or limit any warranty or right that may not be lawfully excluded or limited, to the extent disallowed, in relevant jurisdictions.

INTELLECTUAL PROPERTY

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User may not use the Content for any purpose other than for the purpose for which it has been provided and you agree not to use the Content for illegal or inappropriate purposes. In particular, you agree that you will not use the Content to convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature.



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User may not in any case, rent, lease, sublicense, allow third-party access to, or copy, or permit all or any portion of the Content to be copied onto another User's LMS, computers or devices. User agrees to notify Restaurant Playbooks immediately upon discovery of any unauthorized Use of the Content.

GENERAL CONDITIONS

Assignment; No Shared Use. Restaurant Playbooks may assign this Agreement, in whole or in part, at any time with or without notice to you. The rights under this Agreement are exclusive to the User stated on the Order Form. User may not assign this Agreement, or share access to the Content with another organization.

Only Authorized Users are Permitted. Content Use is limited to the employees of the User organization.

Governing Law. The Agreement, and the relationship between you and Restaurant Playbooks, shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. In case of any litigation arising from this Agreement, the finally prevailing party will be entitled to recover its attorneys' fees and costs.

Waiver and Severability of Terms. The failure of Restaurant Playbooks to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of the right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

Force Majeure. Nonperformance of Restaurant Playbooks shall be excused to the extent that performance is rendered impossible by strike, fire, acts of God, governmental acts or orders or restrictions, failure of User LMS, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of Restaurant Playbooks.

Notices. You agree that Restaurant Playbooks may provide notices, including those regarding changes to the Agreement, its terms and conditions, and our Privacy Policy by postings on the Restaurant Playbooks.com website and at [https:// Restaurant Playbooks.com/TrialAgreement](https://RestaurantPlaybooks.com/TrialAgreement).

Publicity. You agree, if requested, to supply your logo for inclusion on the Restaurant Playbooks website and printed marketing materials; to provide a customer testimonial for use on the Restaurant Playbooks website and printed marketing materials; and to provide such other marketing measures as separately agreed between the parties in writing.

To ensure effective and efficient communications, please communicate with Restaurant Playbooks by email or registered postal mail, to be acknowledged by a reply from Restaurant Playbooks.