

## **User Agreement**

This User Agreement (“User Agreement”) governs your access to the Services (defined below) provided by ezCater, Inc. (“ezCater”, “we”, “our” or “us”). By clicking “I agree”, you agree to be bound by the terms and conditions of this Agreement. This User Agreement is effective as of the date you click “I agree” (the “User Agreement Effective Date”).

### **RECITALS**

**WHEREAS**, pursuant to the MSA, Dine Brands and each Franchisor have agreed that Vendor may provide its Services to Franchisees of Applebee’s and IHOP restaurants who agree to execute this User Agreement; and

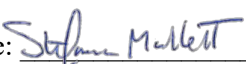
**WHEREAS**, Franchisee desires to use and/or access the Services and Vendor is willing to provide such use and/or access to Franchisee in accordance with the terms of this User Agreement and the MSA.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Participating Restaurants.** Vendor will provide use and/or access to the Services to each of Franchisee’s restaurants provided to Vendor (collectively, the “Participating Restaurants”) for the operation of its business, and Franchisee agrees to use and/or access the Services in accordance with the terms of this User Agreement and the MSA, as applicable. At any time after the User Agreement Effective Date, the list of Participating Restaurants may be modified from time to time by Franchisee to add or remove Participating Restaurants upon 3 days written notice to ezCater. Franchisee acknowledges that a copy of the MSA has been provided to Franchisee. Unless otherwise set forth herein:
  - a. All references to “Corporation” in the MSA are deemed to include Franchisee,
  - b. All references to “Party” or “Parties” in the MSA are deemed to include Franchisee,
  - c. All references to “restaurants” in the MSA are deemed references to the Participating Restaurants, and
  - d. All references to “Agreement” in the MSA are deemed references to “User Agreement”.
2. **Term and Termination.** This term of this User Agreement (the “**User Agreement Term**”) will start on the User Agreement Effective Date and will continue until the expiration or termination of the MSA, unless earlier terminated in accordance with this Section. Either Party may terminate this Agreement in accordance with the terms set forth in Section 11 of the MSA. In addition, this Agreement will automatically terminate upon our notice to you that we learned that you have lost your rights as a franchisee.
  - a. Franchisee’s obligations to pay any outstanding Fees or other amounts due as of the date of termination, and Vendor’s obligation to remit any payments to you for orders fulfilled prior to the date of termination will survive the termination of this Agreement.
  - b. Upon expiration or termination of this User Agreement: (i) each party shall return or destroy the Confidential Information of the other party at the disclosing party’s request, and (ii) in addition to Section 16(c) of the MSA, the following Section of this User Agreement shall survive: 2, 6, 7 and 8.

3. Fees and Billing. In consideration for the Services that Vendor provides to Franchisee, Franchisee will pay the Fees described in Schedule 1 attached hereto.
  - a. Menu and Pricing. Franchisee is responsible for notifying ezCater about menu changes. Excepting (i) special incentives and other benefits to End Users that cannot be reasonably operationalized through ezManage or via the Services, both at Franchisee's sole discretion, and (ii) other promotions described in marketing materials generally included in carryout and delivery orders provided to End Users directly by Franchisee and/or its Participating Restaurants, the prices of the menu items on Vendor's Pages shall be the same as Franchisee's menu prices for substantially similar menu items at that location through any other third party website or online channel.
4. Rights and Obligations of Franchisee.
  - a. Franchisee acknowledges and agrees that Vendor may share certain data obtained from the Participating Restaurants with Dine Brands in accordance with the terms of the MSA.
5. Representations and Warranties by Franchisee. Franchisee represents and warrants that (i) it has the authority to enter into this User Agreement and doing so does not and will not violate any other agreement to which it or any other Participating Restaurant is a party; and (ii) it is in compliance with its franchise agreement with Franchisor.
6. Governing Law; Venue. This User Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to its conflict of laws provisions.
7. Notice. Notices under this User Agreement to Franchisee will be sent to the address set forth below.
8. Modification and Entire Agreement. This User Agreement, together with the MSA and all documents referenced herein, represents the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior and contemporaneous proposals, agreements, understandings, representations, inducements and statements, whether oral or written, of the parties regarding the subject matter hereof. This User Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. As between this User Agreement any of the schedules and/or exhibits to this User Agreement, the terms of this User Agreement shall control. Terms contained in any documentation, including any correspondence, shrink-wrap or click-wrap license, purchase order, or invoice, that purport to modify or amend the legal rights or obligations of the parties or otherwise conflict with the terms of this User Agreement shall be null and void, having no force or effect, and as between such documents, this User Agreement shall govern.

**EZCATER, INC.**

Signature:   
Printed Name: Stefania Mallett  
Title: CEO  
Date: June 9, 2020  
Notice Address: 40 Water Street, 5<sup>th</sup> Floor  
Boston, MA 02109  
Attn: General Counsel (GC@ezcater.com)

**SCHEDULE 1 TO USER AGREEMENT**  
**FEES**

See Exhibits A-B of the MSA for more detailed descriptions and each party's additional rights and responsibilities for each Service.

**Fees for each order placed with Participating Restaurants through the applicable Service:**

| <b>Service</b>                        | <b>Introductory Period:<br/><br/>Fee on Commission Basis*</b>                         | <b>Fee on Commission Basis (Post Introductory Period)</b>                                                                                      | <b>Fee on Credit Card Basis</b> | <b>Other Fees</b>                                                                                                           |
|---------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Marketplace (non-ringfenced customer) | (For all locations)<br><br>10% from 7/1/20 – 10/1/20<br><br>12% from 10/1/20 – 1/1/21 | 15% Fee for locations 1-600 (this includes the current 254 locations)<br><br>14% Fee for locations 601-1200<br><br>13% Fee for locations 1201+ | 2.75%                           | Depends on your opt-in participation in marketing programs                                                                  |
| ezDispatch                            | N/A                                                                                   | N/A                                                                                                                                            | N/A                             | \$30 when Commission Basis is under \$300; 10% of Commission Basis when Commission Basis is equal to or greater than \$300. |

\*Subject to signing up prior to July 1, 2020

“Commission Basis” means the total amount a customer pays for an order they place with the Participating Restaurant through the applicable Service, excluding any voluntary tip and taxes.

“Credit Card Basis” means the total amount a customer pays for an order they place with the Participating Restaurant through the applicable Service, excluding any voluntary tip.

In addition, ezCater will provide:

Launch Plan (to be effective on October 2, 2020):

- ezRewards at the 2x level for the Dine Brand locations for 60 days following each Participating Restaurant’s adoption
- a 90-day brand boost on the Marketplace upon each Participating Restaurant’s adoption at no cost, which will provide such locations the benefit of a higher ranking in search results as if it were a paid member of Vendor’s Preferred Partner Program. Thereafter, for the remainder of the initial year of the Term, the Parties will evaluate on a quarterly basis the position of the Participating Locations, and Vendor will provide a 30-day boost for any Participating Location that is not organically appearing on the first page results in the previous quarter.