

Franchisee Agreement to ezCater Master Services Agreement

This Franchisee Agreement to ezCater Master Services Agreement (the “Agreement”), effective as of the date you click “I agree” (the “Franchisee Effective Date”), is made by and between ezCater, Inc. (“ezCater”, “we”, “our” or “us”) and you. This Agreement governs your access to the Covered Services (as defined below) provided by us:

- 1. ezCater Master Services Agreement.** Deli Management Inc., dba Jason’s Deli (the “Franchisor”) has entered into an agreement with us (the “Master Services Agreement”) for certain services that help restaurant and catering locations grow and manage their catering and associated business (the “Covered Services”). You acknowledge that a copy of the Master Services Agreement has been provided to you. The Master Services Agreement allows you to elect to receive the Covered Services, subject to certain terms and conditions further described in this Agreement. By executing this Agreement, you (a) represent to us that you are in compliance with your franchise agreement with Franchisor and that you are authorized to accept this Agreement on behalf of the applicable franchisee, (b) agree to be subject to the terms and conditions of both this Agreement and the Master Services Agreement (as may be amended from time to time by Franchisor and us), which is incorporated herein by reference, and (c) agree that we may share with Franchisor all information we obtain regarding your use of the Covered Services. Unless otherwise set forth herein, all references to “you” and “your” in the Master Services Agreement are deemed to include both Franchisor and you, and all references to “restaurants” are deemed references to each restaurant you own or operate (the “Franchisee Restaurants”).
- 2. Payments and Liability.** You (and not the Franchisor) will be solely responsible and liable for fulfilling your obligations under this Agreement, including paying any Fees and other amounts payable under the Master Services Agreement with respect to the Covered Services you receive and any indemnification obligations.
- 3. Term and Termination.** This Agreement will commence on the Franchisee Effective Date and continue until the expiration or termination of the Master Services Agreement, unless earlier terminated in accordance with this Section. Either you or we may terminate this Agreement in accordance with the terms set forth in Section 5 of the Master Services Agreement. In addition, this Agreement will automatically terminate upon our notice to you that we learned that you have lost your rights as a franchisee.
- 4. Franchisee Contact.** Notices under this Agreement to Franchisee will be sent to the address you provide during sign-up (or as otherwise provided to us in writing).
- 5. Entire Agreement.** This Agreement, including the incorporated Master Services Agreement, sets forth the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement entered into between you and us for one or more of the Franchisee Restaurants.