

OPERATOR WEBSITE SERVICE

Foundry Local, Inc.

Step 1: Service Agreement (v1.5)

This service agreement is between you, the Chick-fil-A franchised Restaurant Operator, and Foundry Local, Inc. Throughout this agreement, the term "you" and "your" refers to the Operator agreeing to this service agreement. "We", "our" and "us" refers to Foundry Local, Inc. "Foundry Local, Inc." refers to Foundry Local, Inc., or its affiliates and subsidiaries. "Chick-fil-A, Inc." refers to Chick-fil-A, Inc., or its affiliates and subsidiaries.

A. What's Provided with the Operator Website Service?

The Operator Website Service provides use of a multi-paged website for your franchised Restaurant. With the service, you have the ability to manage various kinds of content on your website using an easy-to-use web-based administrative tool, subject to Chick-fil-A, Inc.'s trademark and brand guidelines.

Features may include but are not limited to; events calendar (with RSVP tool), job application form, menu & nutrition information, mailing list sign-up, contact information, personalized ad banners, Operator message & photo, an "About Us" page and an email marketing tool. In addition, your Operator Website links to the Online Ordering system provided by Chick-fil-A Corporate.

Online help and support tools are available within the online administrative tool. Should additional support be required, we offer email and phone support during business hours (Monday-Friday, 9:30 am to 5:00 pm EST).

B. Service Fees and Terms

The Operator Website Service agreement is between you, the Operator, and Foundry Local, Inc. By completing the sign-up process, you are agreeing to pay an annual service fee of \$1,195 to us for the service.

Upon activation of your website, you will be sent an invoice for \$1,195 to be paid 30 days net. If payment is not received within 45 days of receipt of invoice, your Operator Website Service may be turned off until payment is received.

This service agreement shall be in effect for one year (365 days) from the date your Operator Website Service goes live (the "Initial Service Term"). The Initial Service Term may be renewed for additional one-year (365 days) periods by payment of the annual service fee (each a "Renewal Service Term," and collectively with the Initial Service Term, the "Service Term"). At least thirty (30) days prior to the expiration of the Service Term, Foundry Local will send you an invoice for the next Service Term. You may renew this Service Agreement by paying the annual service fee within thirty (30) days of receipt of this invoice. If payment is not received within forty-five (45) days of receipt of invoice, your Operator Website Service may be turned off until payment is received.

If you relocate and establish a new franchised Chick-fil-A Restaurant business, your Operator Website Service goes with you. We will turn off the site for your previous franchised Restaurant and launch a new one for your new franchised Restaurant. There is no fee for such a transfer.

Should your Operator Agreement terminate, or you choose to no longer have the Operator Website Service before your one-year service has expired, we will simply turn off your service. In such situations, no portion of your service fee will be refunded.

We reserve the right to make changes in the future to the amount of the Operator Website Service fee. You will be notified at least 30 days in advance of any such change.

C. Proprietary Rights

The content and features in your Operator Website Service are only available as long as you maintain an active service agreement and you are an authorized Chick-fil-A Operator. In the event that you leave the Chick-fil-A system or cancel or do not renew your service agreement, you will no longer have access to any content or features that were offered under the service. We recommend that you maintain backup copies of customer data and any unique text or photos that you choose to post on your website.

We own all legal right, title and interest in the Operator Website Service and technology platform, including any associated intellectual property. This includes all code, designs, concepts, functionality, features and ideas associated with the service and platform. Reproducing or reselling the Operator Website Service and/or technology for any purposes is prohibited. Reverse engineering, copying, disassembling, or otherwise attempting to derive the source code of the platform's software is also prohibited.

All Chick-fil-A marks and other intellectual property featured or displayed through the Operator Website Service are and remain the property of CFA Properties, Inc. Your use and display of Chick-fil-A marks and other intellectual property are subject to the license and other terms contained in your Operator Agreement with Chick-fil-A, Inc.

We reserve the right to offer a similar service to any company or individual.

D. Technology Maintenance

The application and its supporting servers may occasionally require maintenance, bug fixes or enhanced functionality updates. Temporary downtime may be required during such updates. We will make every reasonable effort to have any planned maintenance downtime occur during non-business hours. You will receive reasonable advance notification of any substantial scheduled downtimes.

We are not responsible for any unforeseen negative consequences arising from the Operator Website Service experiencing technical issues or being temporarily offline.

E. Your Passwords and Account Security

You are responsible for maintaining the confidentiality of passwords associated with your Operator Website Service's administrative functionality. You will be solely responsible for all management activities that occur from your administrative account.

F. Content Management

It is your responsibility to ensure that the content within your Operator Website or in communications sent using the email marketing tool are kept up to date.

You agree that you are solely responsible for any edited, original or customizable content that you upload, its accuracy, or for the consequences of uploading it. Neither Foundry Local, Inc. nor Chick-fil-A, Inc. are responsible for edited, original or customizable text content, ad banners, or images you upload to your Operator Website. This includes but is not limited to event information, offers or promotions, menu, nutrition data, and location information. It also applies to content contained in any email that you send using the Operator Website Service.

We reserve the right to refuse or remove any content uploaded by an Operator that is in violation of Chick-fil-A's trademark or brand guidelines or your obligations under your Operator Agreement with Chick-fil-A, Inc. We reserve the right to turn-off your Operator Website Service without any refund of any portion of the service fee upon violation of Chick-fil-A's trademark or brand guidelines or your obligations under your Operator Agreement with Chick-fil-A, Inc.

The Operator Website Service may not be used for any unlawful, infringing, defamatory or fraudulent purposes.

G. Customer Data

You must agree to abide by Chick-fil-A, Inc.'s then-current model Privacy Policy and Legal Notice for Operator's use; provided, however, neither Foundry Local, Inc. nor Chick-fil-A, Inc. have any responsibility to determine whether the Privacy Policy and Legal Notice are sufficient to protect you. You should consult with your attorney, if you deem it advisable, to make sure that the model Privacy Policy and Legal Notice are sufficient for your intended use.

Customer data collected through your mailing list sign-up form must be used responsibly and in accordance with the then current Chick-fil-A corporate and brand guidelines. When an individual chooses to unsubscribe from your mailing list and we receive a notice of same, we will remove their information from your Operator Website Service customer database. In the event that you download your customer database list for any use outside of the email marketing tool, it is your responsibility to ensure that you have downloaded an updated customer data list prior to any intended use thereof.

Neither Foundry Local, Inc. nor Chick-fil-A, Inc. are responsible for the customized content in any emails sent by you or your Restaurant or for how customer data captured through the Operator Website Service is used outside of the service.

H. Liability Limitations

Neither Foundry Local, Inc. nor Chick-fil-A, Inc. are liable for any loss or damage that may be incurred by you as the result of your use of the Operator Website Service, your online behavior or actual privacy policies. Likewise, such parties are not liable for or any loss, unauthorized use, deletion or corruption of text content, offers, ads, photos or customer data.

Neither Foundry Local, Inc. nor Chick-fil-A, Inc. make any guarantees or warranties regarding the marketing success of the Operator Website Service.

I. Miscellaneous

We are often innovating the Operator Website Service in order to provide the best possible end user experience. The form and nature of the service that we provide will not be substantially degraded; provided, however changes may be made from time to time with prior reasonable advance notice to you.

The Operator Websites Service has been built to be compatible with the most widely used web browsers on the PC and Macintosh platforms.

This service agreement does not currently include any of the following:

- Custom design work
- Custom photography
- Web pages outside of the current configuration of the platform
- Redirection of your purchased domain names
- Promotion of your website
- Email mailboxes
- Search engine optimization

Step 2: Brand Guidelines

With regard to using Chick-fil-A brand imagery and assets, you agree to:

- Follow all standards and guidelines in the current Graphics & Logos Standard Manual (found on @CFA).
- Use only approved food (full color) and cow images. Approved images can be found on Studio.
- Use only approved cow sayings (as approved in advance by the Chick-fil-A, Inc. marketing department)
- Any custom created graphics, images, renderings, taglines, etc. must be approved in advance by corporate marketing.
- Any images that show or involve people must have signed consent forms from each person before they are posted on a website. Suggested consent forms can be found on @CFA.
- All content must adhere to Chick-fil-A's "Commitment to Hospitality" standard.
- All content, online behavior and actual Privacy Policies must comply with Chick-fil-A's then current Legal Notice and Privacy Policy as adopted by the Operator.

- Operator may not disseminate or sell any customer information collected by or through their Operator Website.
 - All content, online behavior and actual practices must comply with your obligations under the Operator Agreement.
 - Any violation of brand guidelines constitutes a breach of the Operator Agreement and constitutes grounds for removal of the offending content and/or termination of the Operator Agreement.
 - The Operator's duty to indemnify and hold Chick-fil-A, Inc. harmless under the Operator Agreement, extends to Foundry Local, LLC, the Operator's website, online behavior and actual privacy policies.
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Step 3: Agreement

___ I accept all terms & conditions as stated above.

Enter your 5-digit store ID _____

Confirm your 5-digit store ID _____

First and Last Name _____

Preferred Email Address _____

How did you learn about the benefits of the Operator Website service?

- Chick-fil-A Corporate
- Foundry Local outreach
- Another Operator or Manager
- Other