

MSI an **ezcater**
company

Monkeysoft Solutions, Inc.
555 Burrard St, 1st Floor
Vancouver BC, V7X 1M8

RECEIVED

2024 APR -2 AM 9:43

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

April 1, 2024

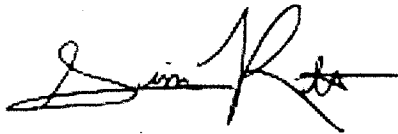
Clerk of the Bankruptcy Court
824 Market Street, Third Floor
Wilmington, Delaware 19801
Attn: Judge Karen B. Owens

In re: CBCRC LIQUIDATING CORP., et al. (Case 23-10245-KBO)

To whom it may concern:

Please find the attached Opt-Out Notice and Payment Request as it pertains to *CBCRC LIQUIDATING CORP., et al.* If you have any questions, please reach out to Andriy Butskiy at andriy.butskiy@ezcater.com.

Sincerely,



Simon Redko, Corporate Counsel, ezCater, Inc.

CC: Andriy Butskiy, Financial Controller, Monkeysoft Solutions Inc, an ezCater company

Enclosures: 1



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

RECEIVED

2024 APR -2 AM 9:43

In re:

CBCRC LIQUIDATING CORP., et al.,¹

Debtors.

Chapter 11

Case No. 23-10245 (KBO)
(Jointly Administered)

CLERK

U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Hearing Date: April 10, 2024 at 10:30 a.m. (ET)

Objection Deadline: April 3, 2024 at 4:00 p.m. (ET)

OPT-OUT NOTICE AND PAYMENT REQUEST²

Name of Creditor: MonkeySoft Solutions, Inc.

Address: 555 Burrard Street, 1st floor, Vancouver, British Columbia, Canada V7X 1M8

Amount of Asserted Unpaid Claim and Payment Request: \$64902.32

Basis for the Claim: ☐ Goods sold ☒ Services performed ☐ Other: _____

☒ Verification that Goods or Services Were Provided Between February 22, 2023, and June 14, 2023

Signature: _____

Andriy Butskiy

Name: _____

Andriy Butskiy

☒ Creditor

☐ Creditors' Attorney

Title: _____

Financial Controller

Company: _____

MonkeySoft Solutions Inc.

Address: _____

555 Burrard Street, 1st floor, Vancouver, British Columbia, Canada V7X 1M8

Email: _____

andriy.butskiy@ezcater.com

Phone No. 604-506-8675

ATTACH ANY SUPPORTING DOCUMENTS TO THIS FORM. ATTACH REDACTED COPIES OF ANY DOCUMENTS THAT SHOW THAT THE DEBT EXISTS, A LIEN SECURES THE DEBT, OR BOTH.

BY SUBMITTING THIS REQUEST, THE PARTY ASSERTING A CLAIM CERTIFIES UNDER THE PENALTY OF PERJURY THAT (A) THE GOODS AND SERVICES THAT FORM THE BASIS OF THE REQUEST WERE PROVIDED TO THE DEBTORS BETWEEN FEBRUARY 22, 2023 AND JUNE 14, 2023 AND ARE WORTH THE VALUE REQUESTED, (B) THE AMOUNT REQUESTED IS UNPAID AND HAS NOT BEEN RECEIVED OR RECOVERED BY OTHER MEANS OR FROM OTHERS, (C) IT AGREES TO ACCEPT AND LIMIT ITS RECOVERY TO ITS *PRO RATA* SHARE OF THE REMAINING CASH SHOULD THE AMOUNT REQUESTED BE ACCEPTED BY THE DEBTORS OR SSCP OR ALLOWED BY THE BANKRUPTCY COURT, AND (D) IT SUBMITS TO THE BANKRUPTCY COURT'S JURISDICTION TO DETERMINE THE VALIDITY OF ANY SUCH REQUEST.

NOTE: This *Opt-Notice and Payment Request* is a not a proof of claim and should not be filed as a proof of claim, and the filing of a proof of claim on the claims register does not satisfy the requirements for filing and serving an Opt-Out Notice and Payment Request or objection to the Settlement Motion.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBCRC Liquidating Corp. (0801), CBHC Liquidating Company (3981), and CBCCI Liquidating Inc. (1938). The Debtors' service address is Corner Bakery, c/o CR3 Partners, Attn: Greg Baracato, Chief Restructuring Officer, 13355 Noel Road, Suite 2005, Dallas TX 75240.

² Capitalized terms used herein and not otherwise defined have the means set forth in the Motion, if therein, or in the APA.

Opt-Out Notice and Payment Request Addendum

Appendix A: MSI Customer A/R Statement for Corner Bakery

Appendix B: MSI Certificate of Amalgamation

Appendix C: MSI Customer Agreement with CBC Restaurant Corp.

Appendix D: Pre-Petition Invoices

Appendix E: Post-Petition Invoices

Appendix A: MSI Customer A/R Statement for Corner Bakery

MSI Customer A/R Aging Detail

Custom Transa Date		Docum	P.O.	Nc Due Date	Curren	Trx Amount	NOTE
C00014 CBC Restaurant Group							
Invoice	10/31/22	16986		11/30/22	USD	\$958.50	pre-petition
Invoice	10/31/22	17083		11/30/22	USD	\$1,669.90	pre-petition
Invoice	11/1/22	17011		12/1/22	USD	\$8,400.00	pre-petition
Invoice	11/30/22	17227		12/30/22	USD	\$965.00	pre-petition
Invoice	11/30/22	17244		12/30/22	USD	\$1,526.70	pre-petition
Invoice	12/1/22	17160		12/31/22	USD	\$8,400.00	pre-petition
Invoice	12/31/22	17388		1/30/23	USD	\$1,379.00	pre-petition
Invoice	12/31/22	17453		1/30/23	USD	\$904.50	pre-petition
Invoice	1/1/23	17315		1/31/23	USD	\$8,160.00	pre-petition
Invoice	1/31/23	17628		3/2/23	USD	\$834.00	pre-petition
Invoice	1/31/23	17643		3/2/23	USD	\$1,291.40	pre-petition
Invoice	2/1/23	17565		3/3/23	USD	\$8,480.00	pre-petition
TOTAL PRE-Petition outstanding amount						\$42,969.00	
Invoice	4/30/23	18013		5/30/23	USD	\$614.02	post-petition
Invoice	4/30/23	18027		5/30/23	USD	\$1,373.70	post-petition
Invoice	5/1/23	INV91		5/31/23	USD	\$8,887.20	post-petition
Invoice	5/31/23	INV180		6/30/23	USD	\$1,521.20	post-petition
Invoice	5/31/23	INV299		6/30/23	USD	\$650.00	post-petition
Invoice	6/1/23	INV236		7/1/23	USD	\$8,887.20	post-petition
TOTAL PRE-Petition outstanding amount						\$21,933.32	
Total - C00014 CBC Restaurant Group						64,902.32	

Appendix B: MSI Certificate of Amalgamation

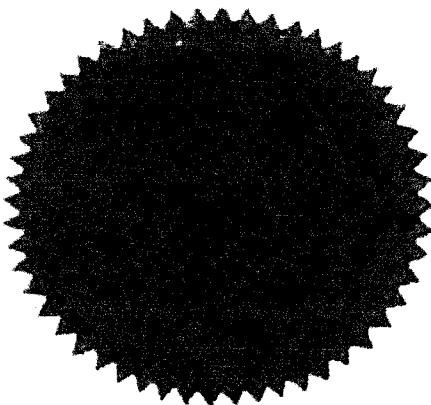


Number: BC1200624

CERTIFICATE OF AMALGAMATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that MONKEY MEDIA SOFTWARE INC., incorporation number BC0618015, and MONKEYSOFT SOLUTIONS, INC., incorporation number BC0869905, and WHITEHORSE VENTURES LTD., incorporation number BC0788334 were amalgamated as one company under the name MONKEYSOFT SOLUTIONS, INC. on March 11, 2019 at 12:08 PM Pacific Time.



*Issued under my hand at Victoria, British Columbia
On March 11, 2019*

A handwritten signature in black ink, appearing to read "Carol Prest".

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

ELECTRONIC CERTIFICATE

Appendix C: MSI Customer Agreement with CBC Restaurant Corp.



January 13, 2017

**MonkeyMedia Software
CBC Restaurant Corp.
Software Services Agreement**

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MMS Software Services to be deployed

- Deployment of MONKEY™ platform as a technology tool to support your catering business channels. This will result in the delivery of a web-based business management platform for your internal team members. Your users will have better visibility into your catering service channel and be far more focused and knowledgeable as it relates to growing and servicing your catering revenue channel.
- Core functionality included, by not limited to, phone-in (call/support center) order capture and management, customer relationship and case management, comprehensive transaction and operational reporting, integrated accounting and collections management, including managing house accounts, tax exempt accounts, managing A/R, deposits, credits, refunds, charge backs, capturing payments, and issuing statements.
- Catering specific functionality including electronic confirmation and acceptance of orders, batch manufacturing, and distribution of orders at the individual unit level.
- Online/mobile-web ordering for catering as a technology tool to manage your menu in an online and over a mobile-web experience. Catering online/mobile-web orders will be managed against a specific catering order cut-off time to provide restaurant operations with the appropriate time to manufacture catering orders.
- Integration with credit card gateway, configured to preferred payment processor, configurable by location. MonkeyMedia Software is not responsible for any transaction fees associated with the ongoing use of credit card gateways. Please contact the credit card processor directly for more information.
- Our integrated catering specific Lead and Sales Management tool, MonkeyLeadTracker™.
- Deployment of our MonkeySee™ Data Service data warehouse database to provide you with the added ability to create your own ad-hoc reports and perform related data analysis from aggregated data captured from the MONKEY™ platform database. ODBC (Open Database Connectivity) access to MonkeySee™ Data Service will be controlled via dedicated user credentials over.
- Interfacing MONKEY™ with Bringg Delivery Management Platform.
- Any additional fees extended on behalf of your 3rd Party Vendors are not the responsibility of MonkeyMedia Software.
- Four days of software training is included to ensure full understanding and usage. Details included in further detail below.

Available add-on modules for future consideration

- Online/mobile-web, as well as phone-in (call/support center) ordering for takeout and delivery, as a technology tool to manage your menu in an online and over a mobile-web experience. Takeout and Delivery orders will be managed against order throttling and comprehensive lead-time configuration settings that can be customized by location.
- POS Integration - Interface with your POS platform for ease of operational execution at your store locations for your takeout and delivery orders as well as a mechanism to synchronize catering sales and menu items depleted.
- Interfacing MONKEY™ with loyalty partner platform.

Project Timeline

For this engagement the following project phase is being recommended.
Go-live dates will be set during project initiation.

Functionality support for catering service channel

- Setup and configuration of the MONKEY™ platform for catering
- Online, mobile-web, and phone-in ordering against your catering menu.
- Credit Card Gateway Integration
- MonkeyLeadTracker™
- MonkeySee Data Service™ – Enterprise data warehouse – secure database in the cloud to access business data for ad-hoc reporting and data analysis
- MONKEY™ interface to Bringg Delivery Management Platform

Future add-on projects for consideration:

- MONKEY™ for Takeout and Delivery service channels.
- MONKEY™ interface with your POS Platform.
- MONKEY™ interface to loyalty partner platform.

Typical Timeline for Software Services Phases:

Week 1:

- Project Kickoff - Distribution of configuration documents & Project Charter

Week 2:

- Start receiving configuration information and other data points from Client (e.g. menus, users, locations, etc.)

Week 3 - n:

- Application configuration and testing
- Software Training and client acceptance testing

Week n + 1:

- Go Live

Terms and Conditions

In this Agreement, the following words and terms shall have the following meanings:

"Account Manager" means your MonkeyMedia appointed point of contact. An individual who manages your relationship with MonkeyMedia, and coordinates your requests/needs with MonkeyMedia internal resources;

"Affiliated Company" or "Affiliated Companies" means two or more corporations where the relationship between them is one in which one of them is a subsidiary of the other, or both are subsidiaries of the same corporation, or fifty percent (50%) or more of the voting shares of each of them is owned by the same person, corporation or other legal entity;

"Agreement" means this Software Services Agreement ;

"Customer" means the party for whom this Agreement was prepared, as so indicated at the outset of this Agreement;

"Commencement Date" means the date this Agreement is executed by the Customer;

"Documentation" means the electronic or paper documentation provided by MonkeyMedia in conjunction with the Software,

including all functional specifications, operating instructions, user guides and other reference materials;

"Dollars" means US dollars;

"End User" has the meaning set out below under *End User Agreements*.

"Initial Term" means the period of time beginning on the Commencement Date and ending 36 months after the Commencement Date, or ending on the date this Agreement is terminated as provided in the section entitled "Termination";

"MonkeyMedia" means MonkeySoft Solutions Inc., a British Columbia Corporation with an address at 220 - 1401 West 8th Avenue, Vancouver, British Columbia;

"MonkeyMedia Trademarks" means any mark, trademark, service mark, logo, insignia, seal, design, symbol, or device used by MonkeyMedia or any of its Affiliated Companies or related entities, in any manner whatsoever;

"Monthly Billing Date" means the first day of each month during the Initial Term and any subsequent Renewal Term;

"One-Time Investment" has the meaning set out below under *Payment Schedule*;

Project and Service Fees

Total (less Discounts)			
Description	One Time	Monthly Ongoing	Comments
MONKEY™ Platform including: <ul style="list-style-type: none"> • Online / Mobile-Web / Phone-In (Call/Support Center) ordering for Catering • Enterprise Order Management • Electronic coordination and acceptance of catering orders • Customer Relations Management • Customer Case Management • Integrated Accounting - House Accounts, Manage A/R, Deposits, Credits, Tax exemption, etc. • Delivery Management Tools • Catering Production Management • Enterprise and Local Reporting • Credit Card Gateway Integration • MonkeyLeadTracker™ • MonkeySee Data Service™ • Software User Training • Hosting • Patent License Fees 	\$175 per location	\$80/month per location* <u>Plus:</u> 10 cents (\$0.10) per order processed applicable as part of United States Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 ("Patent Fees")**	Ongoing Fees invoiced in advance upon MONKEY™ platform go-live in production environment. * Due upon each location's activation within the production environment. ** The Patent Fees will be calculated and invoiced monthly for the month prior.
Interface with Bringg Delivery Management Platform		30 cents (\$0.30) per order sent to Bringg Delivery Management Platform	Will be calculated and invoiced monthly for the month prior.

Add-on Modules for future consideration			
MONKEY™ for Takeout and Delivery service channels	\$75 per location	\$25/month per location* <u>Plus:</u> 10 cents (\$0.10) per order processed applicable as part of United States Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 ("Patent Fees")**	Ongoing Fees invoiced in advance upon MONKEY™ platform go-live in production environment. * Due upon each location's activation within the production environment. ** The Patent Fees will be calculated and invoiced monthly for the month prior.
MONKEY™ interface with your POS Platform.	TBD	N/A	
MONKEY™ interface to loyalty partner platform.	TBD	N/A	

Payment Schedule		
Project Deposit		
Initial deposit payment (based on \$175 per location for the first 100 locations)	\$17,500	Due upon acceptance of this proposal. Deposit represents \$175 per location collected and applied to the one-time fees associate with the first 100 locations. A \$175 per location fee will be collected as each location above the 100 th location is added to MONKEY™.
Catering Functionality		
One-time fee per location - MONKEY™ - Catering	\$175 per location	A \$175 per location fee will be collected as each active location above the 100 th location is added to MONKEY™.
Monthly Ongoing Fees	\$80 per month per location	\$80 per location active on the MONKEY™ platform per month. Min 45 locations required. Invoiced in advance upon MONKEY™ platform go-live in production environment.
Other Fees – applicable to all orders processed through MONKEY™		
Applicable as part of United States Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 **	10 cents (\$0.10) per order processed	Calculated and invoiced monthly for the orders managed the month prior.
Bringg Delivery Management Platform	30 cents (\$0.30) per order sent to Bringg Delivery Management Platform	Will be calculated and invoiced monthly for the month prior.

Add-on modules pricing provided for reference only. A SOW will be created for each prior to add-on module project initiation.

As per an agreed upon timing with CBC Restaurant Corp., MonkeyMedia Software will draft a joint press release, for review and approval by CBC Restaurant Corp., prior to it being released.

Please sign and date to accept this Agreement per the specified terms. The Agreement commencement date is the date signed below. Project Deposit payable upon execution of this Agreement.

Acceptance of Agreement

This agreement and all its terms are accepted by CBC Restaurant Corp. Deposit will be used to allocate resources to begin project and work will commence immediately upon receipt.

Name: Blake Bernet

Title: Chief Legal Officer & Secretary

Date: 1/25/2017

Signature:

DocuSigned by:

140193E44C3F42B

CBC Restaurant Corp. | 12700 Park Central Dr., Suite 1300, Dallas, Texas, 75251, United States

Name: Mo Asgari

Title: President

Date: 1/25/2017

Signature:

DocuSigned by:

30E13028ACB84A6

MonkeySoft Solutions Inc. | 220 - 1401 W. 8th Ave Vancouver, BC, V6H 1C9, Canada

"Ongoing Monthly Investment" has the meaning set out below under *Payment Schedule*;

"Purpose" has the meaning set out below under *Grant of License*;

"SLA" means the MonkeyMedia Service Level Agreement attached hereto as Exhibit A;

"Software" means the computer software applications itemized in this Agreement, including any modifications, enhancements or upgrades provided by MonkeyMedia to the Customer pursuant to this Agreement;

Grant of License: Subject to the terms and conditions of this Agreement, MonkeyMedia hereby grants to the Customer, a limited, non-transferable, non-exclusive, revocable license to use, display and perform the Software and Documentation solely in association with the Customer's operations in the food industry (the "Purpose") during the term of this Agreement. The Customer acknowledges and agrees that no ownership rights in the Software or Documentation are transferred to the Customer at any time. The Customer acknowledges and agrees that MonkeyMedia may include any of the MonkeyMedia Trademarks in the display of the Software in a discreet location on the user interface and on all manuals

and packaging associated with the Software and Documentation. The Customer acknowledges and agrees that MonkeyMedia retains all right, title and interest in the MonkeyMedia Trademarks and further that, except to the extent incorporated into the display and/or packaging of the Software and Documentation as contemplated above, Customer is not granted any right or license to use the MonkeyMedia Trademarks without the prior written consent of MonkeyMedia. The licence granted under this Agreement is granted only to the Customer and is not granted to any Affiliated Company or Affiliated Companies. The Customer shall not sublicense the Software.

Copy and Use Restriction: The Customer will not itself, nor will it allow any of its employees, representatives, agents or End Users, to copy, modify, make derivatives of, reverse engineer, disassemble, decompile or otherwise attempt to discover any portion of the source code, object code or trade secret of the Software, including by utilizing the "view source", or equivalent command in any web browser used to access the Software. Without limiting the generality of the foregoing, the Customer will not itself, nor will it allow any of its employees, representatives, agents or End Users to: (i) modify, adapt, translate, rent, lease, loan, distribute, network or create derivative works based



upon the Software or Documentation or any part thereof; (ii) copy the Documentation, except as reasonably required for purposes of providing the Documentation to its employees, representatives and agents that are using the Software for the Purpose; (iii) transfer the Software or Documentation on a permanent basis without the written consent of MonkeyMedia; or (iv) use the Software or Documentation except as expressly permitted in this Agreement. The Customer acknowledges and agrees that it would be difficult to measure damages to MonkeyMedia from any breach by the Customer of this Section or any use of the Software or Documentation other than as expressly permitted by this Agreement, and that damages would therefore be an inadequate remedy for such a breach. Accordingly, the Customer agrees that in the case of any breach contemplated in this Section, MonkeyMedia shall be entitled to, notwithstanding the Section titled *Governing Law and Jurisdiction*, and in addition to all other remedies it may have, seek an injunction or other appropriate order in any court of competent jurisdiction to restrain any such breach by the Customer or any non-permitted use of the Software or Documentation by the Customer's employees, representatives, agents or End Users without showing or proving any actual damage sustained.

End User Agreements: The Customer is hereby granted the right to provide its employees and agents (each an "End User") with access to the Software for the limited purpose of fulfilling their contractual obligations to the Customer, provided in each case that: (i) the Customer first creates, or requests that MonkeyMedia creates, an individual user account specific and personal to each End User, complete with unique user name, password and such other personal information as indicated in the software application as mandatory for the creation of such user account; and (ii) each End User first executes an End User agreement, in the form attached as Exhibit B (the "End User Agreement"). MonkeyMedia acknowledges and agrees that no changes may be made to the End User Agreement except by written agreement between Customer and MonkeyMedia. The Customer acknowledges and agrees that such End User Agreement will be implemented into the Software by MonkeyMedia in a click-through format in such form as MonkeyMedia determines is prudent in the circumstances. The Customer covenants that no End User will be permitted to access the Software, at anytime except if: (A) the requirement set out in Subsection (i) above has been complied with by the Customer; and (B) the End User has a sufficient employment or like contractual relationship with the



Customer to warrant the contemplated access to the Software. Providing an End User access to the Software, as contemplated herein, shall not be deemed to be, for the purposes of the Section titled *Grant of License*, a sublicense of the Software provided that such access is provided in accordance with the terms of this Agreement. The Customer acknowledges and agrees that pursuant to each End User Agreement, MonkeyMedia shall have the ability to terminate an End User's access to the Software in accordance with the terms of such End User Agreement.

Payment Schedule: As part of the consideration for the rights granted by MonkeyMedia to the Customer hereunder, the Customer agrees to pay to MonkeyMedia as a one-time investment, the amounts indicated as One Time Fees on the Project and Service Fees page of this Agreement (collectively the "One-Time Investment"). The One-Time Investment shall be paid concurrently with the execution of this Agreement. Neither all nor any portion of the One-Time Investment shall be refundable to the Customer under any circumstances. In further consideration of the licence granted hereunder, the Customer shall pay to MonkeyMedia monthly license, hosting and other recurring fees, in advance as indicated as Ongoing Fees on the Project and Service

Fees page of this Agreement (collectively the "Ongoing Monthly Investment"). The Customer acknowledges and agrees that the Ongoing Monthly Investment, and any associated taxes as contemplated in the Section titled *Taxes*, shall become due and payable each month in advance with the first such monthly payment becoming due and payable upon each location's activation within the production environment and each subsequent payment becoming due and payable on the Monthly Billing Date of each month thereafter during the Initial Term and any Renewal Term. All payments made by the Customer to MonkeyMedia under this Agreement shall be made in U.S. Dollars without any reduction or deduction of any nature or kind whatsoever and all payments shall be made by Automatic Funds Transfer, check, or automatic debit from the Customer's credit card on account with MonkeyMedia. Except as expressly contemplated in the SLA, neither all nor any part of the Ongoing Monthly Investment shall be refundable to the Customer under any circumstances.

Taxes: The Ongoing Monthly Investment and the One-Time Investment, as set out in this Agreement, are exclusive of taxes. If MonkeyMedia is required to collect a tax to be paid by the Customer or its End Users, the Customer shall pay such tax to MonkeyMedia on



demand. Without limiting the foregoing, the Customer shall be fully responsible for the payment of all taxes, levies, charges and duties imposed by any National, State, Provincial or Civil Government or agencies thereof upon the Customer in connection with this Agreement and the payment of the One-Time Investment and Ongoing Monthly Investment.

Interest: All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof shall bear interest at a rate of 18% per annum, calculated monthly (1.5% per month). Such interest shall accrue on the balance of unpaid amounts from time to time outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

Support and Training: The Software is supplied for commercial use only, as a support tool for the Customer's operations in the food industry. Although MonkeyMedia believes that it has used reasonable care in supplying the Software, because software development inherently requires ongoing error corrections, updating and enhancements, MonkeyMedia cannot warrant that the Software is completely error free or that Customer will have uninterrupted performance. Provided that all

Ongoing Monthly Investment payments have been paid in accordance with this Agreement, MonkeyMedia will use commercially reasonable efforts to provide the support set out in the SLA, upon the terms and conditions set out therein. Except as expressly set out herein this Agreement or the SLA, MonkeyMedia shall be under no obligation to provide any maintenance or technical support to the Customer or any End Users. If the Customer desires that MonkeyMedia make changes to the functionality of the Software or provide training in addition to that contemplated in this Agreement, the parties may, at their sole discretion, enter into a statement of work which will detail the development work or training sessions to be completed by MonkeyMedia, the ownership of the developments, if any, schedule for the development or training sessions and any fees for such development or training, which fees shall be based upon MonkeyMedia's then current rates for such work.

Warranty: Except for the warranties provided under the section titled Compliance with Laws, the service level credit contemplated in the SLA is provided in lieu of all other warranties and conditions and MonkeyMedia makes no other warranties to the Customer, of any kind, express or implied, oral or written, statutory or otherwise. Without limiting the generality of the



foregoing, MonkeyMedia specifically disclaims any implied warranty, condition, or representation that the Software or the Documentation: (a) shall correspond with a particular description; (b) are of merchantable quality; (c) are fit for a particular purpose; or (d) are durable for a reasonable period of time.

Limitation of Liability: Except for claims involving third party intellectual property infringement and claims involving the Web Content Accessibility Guidelines 2.0 AA, MonkeyMedia's total liability, whether under the express or implied terms of this Agreement, in tort (including negligence), or at common law, for any loss or damage suffered by the Customer, whether direct, indirect, special, or any other similar or like damage that may arise or does arise from any breaches of this Agreement by MonkeyMedia, its directors, officers, employees, or agents shall be limited to the aggregate amount of the One Time Investment and the Ongoing Monthly Investment paid by the Customer pursuant to this Agreement. In no event shall MonkeyMedia be liable for consequential or incidental damages arising from any breach or breaches of this Agreement even if MonkeyMedia has been informed of the possibility thereof. Except for any breach of the Copy and Use Restriction section of this Agreement, Customer's total liability, whether under the express or implied

terms of this Agreement, in tort (including negligence), or at common law, for any loss or damage suffered by the MonkeyMedia, whether direct, indirect, special, or any other similar or like damage that may arise or does arise from any breaches of this Agreement by Customer, its directors, officers, employees, or agents shall be limited to an amount equivalent to the aggregate amount of the One Time Investment and the Ongoing Monthly Investment paid by the Customer pursuant to this Agreement. In no event shall Customer be liable for consequential or incidental damages arising from any breach or breaches of this Agreement even if Customer has been informed of the possibility thereof.

The parties acknowledge and agree that the exclusions and limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances, and such limitations have been, in part, an inducement to the parties to enter into this Agreement.

Indemnity: MonkeyMedia hereby indemnifies, holds harmless and defends Customer, its parents, subsidiaries, divisions, affiliates, directors, officers, shareholders, employees, and agents against any and all losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from (a)

any third party allegation that Customer has infringed or violated any patent, copyright, trade secret, trademark, or other third party intellectual property right by virtue of using the Software as contemplated in this Agreement, (b) any allegation that the Platform is not in substantial conformance in all material respects with the Web Content Accessibility Guidelines 2.0 AA, published by the Web Content Accessibility Initiative of the World Wide Web Consortium, or (c) any breach of warranty provided under this agreement.

Term : The license granted hereunder shall commence on the Commencement Date and continue, subject to any early termination pursuant to the Section titled *Termination*, for the Initial Term. Ninety days prior to the expiration of the Initial Term, or any subsequent Renewal Term, the Customer may provide written notice to MonkeyMedia of its intent not to renew the license provided herein for a subsequent term, and in such circumstances, upon the expiration of the Initial Term, or the Renewal Term, as the case may be, subject to the Section titled *Obligations on Termination*, this Agreement and the license provided herein shall terminate.

Termination: This Agreement shall automatically and immediately terminate without notice to the Customer if any proceeding under

the Bankruptcy and Insolvency Act of Canada, or any other statute of similar purport, is commenced by or against the Customer. Either party may, at such party's option, terminate this Agreement immediately on the happening of any one or more of the following events by delivering notice in writing to that effect to the other party: (i) if the either party becomes insolvent; (ii) if any execution, sequestration, or any other process of any court becomes enforceable against either party or if any such process is levied on the rights under this Agreement or on any of the monies due to MonkeyMedia and is not released or satisfied by the Customer within 30 days thereafter; (iii) if any resolution is passed or order made or other steps taken for the winding up, liquidation or other termination of the existence of either party; (iv) if the Software becomes subject to any security interest, lien, charge or encumbrance in favour of any third party claiming through either party; (v) if either party ceases or threatens to cease to carry on its business; provided, however, that Customer's closure of individual locations does not constitute a ceasing of Customer's business within the meaning of this section (v); (vi) if the Customer commits any breach of the Section titled *Copy and Use Restriction* or otherwise makes use of the Software other than as permitted by this Agreement; or (vii) if any End User makes use of the



Software other than as contemplated by this Agreement. Without limiting the foregoing, MonkeyMedia may, at its option, suspend the Customer's and any End User's license to use the Software or Documentation immediately: (A) upon notice to the Customer if the Customer fails to make payment of any Ongoing Monthly Investment or other monies that are due to MonkeyMedia under the terms of this Agreement and such failure is not remedied within 15 days after MonkeyMedia provides notice to the Customer of such failure to pay; and (B) with concurrent notice to the Customer if the Customer is in breach of the Section titled *Copy and Use Restriction* or otherwise makes use of the Software other than as permitted by this Agreement. MonkeyMedia may, at its option, suspend any End User's ability to access and use the Software or Documentation immediately, with concurrent notice to the Customer if such End User is in breach of its End User Agreement or otherwise makes use of the Software other than as contemplated by this Agreement. MonkeyMedia will not be liable to the Customer for losses caused to the Customer as a result of the interruption of the Customer's business as a result of any license suspension period or early termination as contemplated in this Agreement.

Notwithstanding anything to the contrary in this agreement, Customer may terminate this Agreement at any time upon 90 days' prior written notice to MonkeyMedia.

Obligations on Termination: If this Agreement is terminated by either party pursuant to the Section titled *Termination*, such party may exercise any or all of the rights and remedies contained herein or otherwise available to that party by law or in equity, successively or concurrently at the option of that party. On any termination of this Agreement, the Customer shall forthwith: (A) deliver up to MonkeyMedia, or destroy, as MonkeyMedia directs, any and all copies of the Software and Documentation in its possession or under its control and shall have no further right of any nature whatsoever in the Software or Documentation; and (B) cease using the Software and Documentation in any manner whatsoever. Notwithstanding any termination of this Agreement, the Sections titled *Copy and Use Restriction*, *Payment Schedule*, *Taxes*, *Interest*, *Warranty*, *Limitation of Liability*, *Indemnity*, *Governing Law and Jurisdiction*, and *this Obligations on Termination* shall survive and remain in full force and effect.

Notice: All payments, notices or other documents that any of the parties hereto are required or may



desire to deliver to the other party hereto may be delivered only by personal delivery or nationally recognized overnight carrier at: (i) in the case of the Customer: CBC Restaurant Corp., 12700 Park Central Drive, Suite 1300, Dallas, Texas 75251 Attention: General Counsel or at such other address as the Customer designates in writing to MonkeyMedia in accordance with this Section; and (ii) in the case of MonkeyMedia, to the Account Manager. Notices shall be effective upon receipt.

Governing Law and Dispute Resolution. The parties agree that they shall endeavor to amicably resolve any dispute arising out of this Agreement. If the parties are unable to resolve the dispute, either party may refer the dispute to be finally resolved by arbitration in accordance with the International Dispute Resolution Procedures of the American Arbitration Association. The place of arbitration shall be as agreed by the parties but if the parties cannot agree, the place of arbitration shall be Seattle Washington. If neither party refers the dispute to arbitration as set forth herein, then the parties may exercise all available legal or equitable remedies. This Agreement shall be governed by the laws of the State of Washington.

Assignment: Notwithstanding anything to the contrary set forth in

the Agreement, Customer may, without MonkeyMedia's consent assign the Agreement to a legal entity which is the successor, by sale, merger or otherwise, to all or substantially all of Customer's assets. The transfer by sale, merger or otherwise of ownership interests in Customer, or any affiliate of Customer (including, but not limited to, Customer's parent) shall not be considered an assignment under the Agreement and shall not require the consent of MonkeyMedia.

MonkeyMedia may also, without Customer's consent, assign the Agreement to a legal entity which is the successor, by sale, merger or otherwise, to all or substantially all of MonkeyMedia's assets, provided such successor first enters a written agreement with Customer assuming all the obligations of MonkeyMedia under this agreement.

General: Time shall be of the essence of this Agreement. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated herein and no modifications hereof shall be binding unless executed in writing by the parties hereto. This Agreement shall inure to the benefit of and be binding on the parties, and their respective successors and permitted assigns.

Franchisees: MonkeyMedia agrees that it will offer Software Services

Agreements to Customer's franchisees that contain the same terms and conditions as this Agreement. MonkeyMedia further agrees that if this agreement is terminated by Customer, it will allow any franchisee who has signed a Software Services Agreement to terminate such agreement on the same effective date that Customer's agreement terminates, and no early termination fees will apply to such terminations.

PCI-DSS:

a. MonkeyMedia represents and warrants that, at all times during the duration of this Agreement, it shall be fully compliant with all applicable Payment Card Industry Data Security Standards ("PCI DSS") and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "Council") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof.

b. MonkeyMedia covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "Card Rules"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card

transactions. The term "Card Associations" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which MonkeyMedia Processes payment card transactions.

"Process," "Processed" or "Processing" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "Personal Information" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data, social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), any information that identifies characteristics (such as qualities, likes, dislikes, propensities or tendencies) of any person, or any information which is compiled or derived from any of the foregoing.

c. MonkeyMedia represents and warrants that it validates its PCI DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, MonkeyMedia has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the

foregoing, MonkeyMedia represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("Annual Assessment") by a qualified security assessor ("QSA") and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI DSS by the QSA; (ii) that it undergoes a quarterly network scan ("Scan") by an approved scanning vendor ("ASV") and that it has passed its most recent scan.

d. MonkeyMedia will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA, (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment, (iii) is unable to pass any of its Scans, or (iv) is no longer in compliance with PCI DSS.

e. MonkeyMedia agrees to supply evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, MonkeyMedia shall annually supply to Customer evidence of MonkeyMedia's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI DSS compliance status.

f. MonkeyMedia shall use only validated third-party payment applications that have been certified as compliant with the Council's

Payment Application Data Security Standards ("PA-DSS"), as updated from time to time.

g. As part of MonkeyMedia's PCI-DSS Compliance Policy, MonkeyMedia has zero touch-points with critical credit card information. Upon reasonable written request of Customer, MonkeyMedia shall deliver any of the non-critical cardholder data (card type, card expiry date, last 4 digits, name on card) (files and documents) to Customer or a third party processor designated by Customer, provided that the recipient has proven that it is PCI-DSS compliant, and the transfer is not in violation of any applicable rules, laws or regulations.

Compliance with Laws:

MonkeyMedia warrants that it is in and shall remain in compliance with all applicable laws, rules, regulations and ordinances in connection with the services or products to be provided under the Agreement and the materials and supplies used in connection therewith. Without limiting the generality of the foregoing, MonkeyMedia warrants that the services and products provided pursuant to this Agreement will be in conformance with WCAG 2.0 AA guidelines, or any other standard that the U.S. Department of Justice ("DOJ") may adopt within the time frame set for compliance as mandated by the standard or any related guideline, regulation, or statute ("DOJ Standard").

MonkeyMedia agrees that it will test all updates and changes to the website, mobile applications and any other platforms before deployment to ensure continued conformance to WCAG 2.0 AA or DOJ Standard as applicable.

MONKEYMEDIA SOFTWARE SERVICE LEVEL AGREEMENT

Service Uptime: MonkeyMedia Software guarantees a Software application uptime of 99.9% per calendar month twenty-four (24) hours per day, seven (7) days per week, excluding Scheduled Maintenance.

Monitoring: MonkeyMedia Software applications and related network are monitored 24/7 from an external source using the monitoring software from Zoho Corp. Disruptions to primary hosting environment trigger an alert to MonkeyMedia Software Support staff for immediate action. In cases where two or more consecutive tests fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. MonkeyMedia Software calculates server uptime based on this type of server monitoring starting from the 1st day of the month to the last day of the month. Monthly % uptime reports from AppManager can be provided upon request.

MonkeyMedia Software will promptly notify Customer of any outage and shall use its commercially reasonable efforts to remedy the problem and restore full functionality of the application.

Exceptions: The SLA guarantee would not apply to the following events:

If the Customer's Internet Provider has network problems.

If the internet in general has network related issues that is not isolated with MonkeyMedia Software.

MonkeyMedia Software is not responsible for Customer hardware, software and network related issues.

Penalty for Non-Compliance:

Upon Customer's notice to MonkeyMedia Software, if availability of Customer's Application for the month is below the guaranteed level, MonkeyMedia Software will credit to the Customer according to the schedule below a portion of the monthly Hosting fees for the month during which such loss of application availability occurred.

99.0% - 99.8% -> 5% of monthly hosting fee credited
98.0% - 98.9% -> 10% of monthly hosting fee credited
95.0% - 97.9% -> 15% of monthly hosting fee credited
90.0% - 94.9% -> 25% of monthly hosting fee credited
89.9% or below -> 50% of monthly hosting fee credited

To receive the refund, Customer must specifically request it during the first 15 days of the month following. Customer must provide in writing to MonkeyMedia Software all dates and times of server unavailability. MonkeyMedia Software will compare information provided by Customer to the application availability monitoring data MonkeyMedia Software maintains. A credit is issued if the unavailability warranting the credit is confirmed. The credit will be applied to the Customer's next Hosting fee invoice.

Unless otherwise agreed upon, MonkeyMedia Software will give Customer a minimum of 7 days advance notice for any scheduled maintenance for maintenance of the MonkeyMedia Software equipment and service, including without limitation hardware upgrades, operating system upgrades, patch installations, database administration, server user administration and performance tuning ("Scheduled Maintenance"). MonkeyMedia Software will calendar its Scheduled Maintenance during non-peak usage hours, which shall be defined as 9 PM to 5 AM EST during week days or anytime during weekends. Any Scheduled Maintenance anticipated to last more than eight (8) hours shall be scheduled for weekends if at all possible.

MONKEYMEDIA SOFTWARE RMS (REQUEST MANAGEMENT SYSTEM) SUPPORT ENVIRONMENT

MonkeyMedia Software Offers Support for:

1. Software Errors;
2. Host Server Errors

"Error" means a material failure of the MonkeyMedia Software application to conform to the specifications and documentation of the Software and/or meet the Service Uptime resulting in the inability to use the application, a considerable restriction in use of the application, or an inaccuracy in the application. MonkeyMedia Software will expend commercially reasonable efforts to provide an Error resolution designed to solve or provide a temporary work around to a reported Error. If a temporary work around is provided, MonkeyMedia Software will continue to use commercially reasonable efforts to resolve the Error permanently. MonkeyMedia Software and Customer shall reasonably determine the severity level of Errors

MonkeyMedia Software does not offer Support for:

1. Internet Connectivity Issues that reside with Customer or with its internet provider
2. Hardware Issues that reside with Customer

Support definitions and response times:

Priority 1: Severe impact to Customer Business. Customer is being prevented from using functions required to place orders or deliver to their customers within the next 24 hours. MonkeyMedia Software's Response Time for all Priority 1 support requests will be within 1 hour with an attempt to resolve within 24 hours.

Priority 2: Significant impact to Customer Business. Customer is experiencing significant restriction to the use of the application; however, some workarounds may be available. Response time will be within 24 hours with an attempt to resolve within 5 business days.

Priority 3: Modest impact to Customer Business. Customer is experiencing minor errors or other support issues with the use of the application. Response Time will be within 7 Days with an attempt to resolve within 14 days.

"Response Time" means the period within normal business hours, which shall be defined as 9:00 AM to 9:00 PM Eastern time, Monday through Friday, excluding federal holidays by which MonkeyMedia Software must initially respond to any Errors. The periods (for each of the severity levels) are set forth above and are measured from when MonkeyMedia Software becomes aware of the problem. Errors should be reported to MonkeyMedia Software via the MONKEY Support System. Upon resolution, Errors will be corrected with changes to the application depending on the severity and scope of the Error resolution.

MonkeyMedia Software MONKEY Support System:

MONKEY Support System is a combination of an email address, support@monkeymediasoftware.com and a web-based support system, support.monkeymediasoftware.com, that enables the coordination of support related development requests.

MONKEY Support is available 24 hours a day, 7 days a week, 365 days per year. Each request is prioritized, with estimates and timelines provided.

MonkeyMedia Software Account Management:

In addition to the MONKEY Support system for the escalation of support requests, there is a dedicated Account Manager available 24 hours a day to assist you with any issues.

If, for some reason your Account Manager is not available, the next escalation for support is to the Director of Project Management, who is also available 24 hours a day for support.

Should neither your Account Manager, nor the Director of Project Management be available, the VP of Software Services is available 24 hours a day to provide support.

All contact information will be provided to specific contacts within the Client organization.

END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT! The Software you seek to use is licensed only on the condition that you ("You") agree with MonkeySoft Solutions, Inc. ("**MonkeyMedia**") to the terms and conditions set forth below. **PLEASE CAREFULLY READ THE TERMS OF THIS SOFTWARE USER AGREEMENT.**

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS END-USER SOFTWARE LICENSE AGREEMENT (the "Agreement"), YOU SHOULD CLICK ON THE "I Accept" BOX AT THE BOTTOM OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE "I Do Not Accept" BOX AT THE BOTTOM OF THIS AGREEMENT.

1. **SOFTWARE:** As used in this Agreement "**Software**" shall mean the proprietary software application(s), MONKEY™, and all related documentation provided to You by MonkeyMedia or CBC Restaurant Corp. (the "**Company**").
2. **LICENSE TO USE:** The Company has obtained the right under license from MonkeyMedia or its licensee to grant access the Software to certain of its employees, contractors and agents solely for the purpose of fulfilling Your contractual commitments and employment related duties to the Company (the "**Purpose**"), and solely on the terms, conditions and restrictions contained in this Agreement. You are the only person authorized to use Your user identification and password, and You bear full responsibility for preserving their confidentiality and for the risk involved in divulging such information. If, in the opinion of MonkeyMedia or the Company, You are attempting to act in breach of this Agreement, either party shall have the right to immediately terminate Your access to and use of the Software.
3. **OWNERSHIP:** The Software and any and all knowledge, know-how and/or techniques relating to the Software, as may be modified or enhanced, in whole or in part, is and will remain the sole and absolute property of MonkeyMedia or its licensor (collectively the "**Owner**") and the Owner owns any and all right, title and interest in and to the Software. The Owner has an interest in protecting the Software and such Software is protected by United States, Canadian and other applicable copyright laws. All inventions, discoveries, improvements, software, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, created by the Owner prior to, after the termination of, or during the course of Your access to the Software is and will remain the sole and absolute property of the Owner. No right, title or interest in or to any trademark, service mark, logo, or trade name of MonkeyMedia or its related entities is granted to You under this Agreement.
4. **COPY AND USE RESTRICTION:** You shall not, and shall not authorize any third party to:
 - (a) make copies of the Software or the associated materials and documentation other than copies of applicable documentation as reasonably required for use of the Software as intended by this Agreement provided each of such copies of applicable documentation together with the originals must be kept in Your possession;

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- (b) modify, decompile, disassemble, translate into another computer language, create derivative works, reverse engineer or otherwise attempt to discover any portion of the source code, object code or any trade secret of the Software, including by utilizing the "view source", or equivalent command in any web browser used to access the Software;
 - (c) distribute, sell, lease, transfer, assign, trade, rent or publish the Software or any part thereof and/ or copies thereof, to others;
 - (d) license or sublicense the use of the Software to others;
 - (e) use the Software or any part thereof for any purpose other than the Purpose; or
 - (f) use, without their express permission, the names of MonkeyMedia or any of its related entities in Your advertising, publicity, or otherwise.
5. **DISCLAIMER OF WARRANTY:** THE SOFTWARE IS PROVIDED TO YOU BY MONKEYMEDIA "AS IS", AND YOU ACKNOWLEDGE AND AGREE THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE.
- IN PARTICULAR, NOTHING IN THIS AGREEMENT IS OR WILL BE CONSTRUED AS:
- (a) AN OBLIGATION TO FURNISH ANY SOFTWARE, TECHNOLOGY, OR TECHNOLOGICAL INFORMATION TO YOU;
6. **LIMITATION OF LIABILITY:** MONKEYMEDIA WILL NOT BE LIABLE TO YOU FOR ANY LIABILITY, LOSS OR DAMAGES CAUSED OR ALLEGED TO HAVE BEEN CAUSED, EITHER DIRECTLY OR INDIRECTLY, BY THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL MONKEYMEDIA BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF MONKEYMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **TERM:** This Agreement is effective until terminated. YOU may terminate this Agreement at any time by ceasing use of the Software and destroying or deleting any copies of the related materials and documentation. This Agreement will terminate immediately without notice from MonkeyMedia if: (i) You fail to comply with any provision of this Agreement; (ii) Your employment or contractual responsibilities to the Company cease or are altered to such an extent that the Company is no longer permitted to grant You access to the Software; or (iii) the Company's right to sublicense the Software is terminated or expires for any reason. On any termination of this Agreement Sections 3 (Ownership), 4 (Copy and Use Restriction), 5 (Disclaimer of Warranty), and 6 (Limitation of Liability) of this Agreement shall survive and continue in full force and effect.

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8. **GENERAL PROVISIONS:**

- (a) This Agreement will be governed and interpreted according to the laws of the state of Washington.
- (b) This Agreement is the entire agreement between You and MonkeyMedia relating to the subject matter contemplated herein.
- (c) No modification of this Agreement will be binding, unless in writing and signed by both You and an authorized representative of MonkeyMedia.
- (d) The provisions of this Agreement are severable in that if any provision in the Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of the Agreement.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE "I Accept" BOX TO SIGNIFY YOUR ACCEPTANCE OF SUCH TERMS. YOUR USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE "I Do Not Accept" BOX.

I Accept

I Do Not Accept

Appendix D: Pre-Petition Invoices



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 16986
DATE: 10/31/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		11/30/2022

Description	Amount
Licensing Fees for the period Per -order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-October 2022, 1917 orders	\$958.50

GST/HST No.: 833604259

Total Amount	\$958.50
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17083
DATE: 10/31/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		11/30/2022

Description	Amount
US Patent Fees	
Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - October 2022 (\$.10/order - 16699 orders)	\$1,669.90

GST/HST No.: 833604259

Total Amount	\$1,669.90
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).


MonkeySoft Solutions™ Inc.

EzCater

Invoice

 INVOICE #: 17011
 DATE: 11/01/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
 Attn: Andriy Butskiy
 555 Burrard St 1st Floor
 Vancouver, BC
 V7X 1M8

INVOICE TO: **CBC Restaurant Group**
 12700 Park Central Dr Suite 1300
 Dallas, TX 75251
 United States

PO Number	Payment Terms	Due Date
		12/01/2022

Description	Amount
Licensing Fees for the period	
License Fees for the period of November 2022 - 105 active stores	\$8,400.00

GST/HST No.: 833604259

Total Amount	\$8,400.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
by/cater

Invoice

INVOICE #: 17227
DATE: 11/30/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		12/30/2022

Description

Licensing Fees for the period
Per -order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-November
2022,1930 orders

Amount
\$965.00

GST/HST No.: 833604259

Total Amount	\$965.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions[™] Inc.

EzCater

Invoice

INVOICE #: 17244
DATE: 11/30/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		12/30/2022

Description

US Patent Fees

Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - November 2022 (\$.10/order - 15267 orders)

Amount
\$1,526.70

GST/HST No.: 833604259

Total Amount	\$1,526.70
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions[™] Inc.
EzCater

Invoice

INVOICE #: 17160
DATE: 12/01/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		12/31/2022

Description

	Amount
Licensing Fees for the period	
License Fees for the period of December 2022 - 105 active stores	\$8,400.00

GST/HST No.: 833604259

Total Amount	\$8,400.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17388
DATE: 12/31/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		01/30/2023

Description

US Patent Fees

Amount

Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - December 2022 (\$.10/order - 13790 orders)

\$1,379.00

GST/HST No.: 833604259

Total Amount	\$1,379.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17453
DATE: 12/31/2022

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		01/30/2023

Description

Licensing Fees for the period
Per -order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-December 2022,
1809 orders

Amount
\$904.50

GST/HST No.: 833604259

Total Amount	\$904.50
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17315
DATE: 01/01/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		01/31/2023

Description	Amount
Licensing Fees for the period	
License Fees for the period of January 2023 - 102 active stores	\$8,160.00

GST/HST No.: 833604259

Total Amount	\$8,160.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17628
DATE: 01/31/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		03/02/2023

Description

Licensing Fees for the period
Per -order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-January 2023,1668
orders

Amount
\$834.00

GST/HST No.: 833604259

Total Amount	\$834.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17643
DATE: 01/31/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number **Payment Terms** **Due Date**
03/02/2023

Description

US Patent Fees

Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - January 2023 (\$.10/order - 12914 orders)

Amount
\$1,291.40

GST/HST No.: 833604259

Total Amount **\$1,291.40**
Currency **USD**

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 17565
DATE: 02/01/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		03/03/2023

Description

Licensing Fees for the period
License Fees for the period of February 2023 - 106 active stores

Amount
\$8,480.00

GST/HST No.: 833604259

Total Amount	\$8,480.00
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

Appendix E: Post-Petition Invoices



MonkeySoft Solutions™ Inc.

EzCater

InvoiceINVOICE #: 18013
DATE: 04/30/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE **CBC Restaurant Group**
TO: 12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number **Payment Terms** **Due Date**
05/30/2023

Description

	Amount
Licensing Fees for the period	
Per -order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-April 2023,1152 orders	\$576.00
TX Tax	\$38.02

GST/HST No.: 833604259

Total Amount	\$614.02
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).



MonkeySoft Solutions™ Inc.
EzCater

Invoice

INVOICE #: 18027
DATE: 04/30/2023

MonkeySoft Solution, Inc, an EzCater company c/o WeWork
Attn: Andriy Butskiy
555 Burrard St 1st Floor
Vancouver, BC
V7X 1M8

INVOICE TO: **CBC Restaurant Group**
12700 Park Central Dr Suite 1300
Dallas, TX 75251
United States

PO Number	Payment Terms	Due Date
		05/30/2023

Description

US Patent Fees

Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - April 2023 (\$.10/order)

GST/HST No.: 833604259

Amount
\$1,373.70

Total Amount	\$1,373.70
Currency	USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

INVOICE

Andriy Butskiy
 MonkeySoft Solution, Inc, an EzCater company c/o WeWork
 555 Burrard St 1st Floor
 Vancouver BC V7X 1M8
 Canada

MSI an EzCater company

ATTN:

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

DATE:

5/1/2023

INVOICE #:

INV91

BILL TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

SHIP TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

PO #	Payment Terms	Due Date
	NET 30	5/31/2023

ITEM	DESCRIPTION	TAX RATE	QTY	RATE	AMOUNT
Licence	License Fees for the period of May 2023	5.8%	105	\$80.00	\$8,400.00

SUBTOTAL	\$8,400.00 USD
TAX	\$487.20 USD
TOTAL	\$8,887.20 USD
AMOUNT PAID	\$0.00 USD
AMOUNT DUE	\$8,887.20 USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

INVOICE

Andriy Butskiy
 MonkeySoft Solution, Inc, an EzCater company c/o WeWork
 555 Burrard St 1st Floor
 Vancouver BC V7X 1M8
 Canada

MSI an EzCater company

ATTN:

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

DATE:

5/31/2023

INVOICE #:

INV180

BILL TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

SHIP TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

PO #	Payment Terms	Due Date
	NET 30	6/30/2023

ITEM	DESCRIPTION	TAX RATE	QTY	RATE	AMOUNT
Patent Fees	Invoice - CBC Restaurant Group: Fees collected and passed on as part to US Patent Nos. 6,384,850; 6,871,325, 6,982,733 and 8,146,077 - May 2023 (\$.10/ order as per agreement)	0%	15,21 2	\$0.10	\$1,521.20

SUBTOTAL	\$1,521.20 USD
TAX	\$0.00 USD
TOTAL	\$1,521.20 USD
AMOUNT PAID	\$0.00 USD
AMOUNT DUE	\$1,521.20 USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

INVOICE

Andriy Butskiy
 MonkeySoft Solution, Inc, an EzCater company c/o WeWork
 555 Burrard St 1st Floor
 Vancouver BC V7X 1M8
 Canada

MSI an EzCater company

ATTN:

CBC Restourant Group
 CBC Restourant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

DATE:

5/31/2023

INVOICE #:

INV299

BILL TO

CBC Restourant Group
 CBC Restourant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

SHIP TO

CBC Restourant Group
 CBC Restourant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

PO #	Payment Terms	Due Date
	NET 30	6/30/2023

ITEM	DESCRIPTION	TAX RATE	QTY	RATE	AMOUNT
Licence	Per order fee: \$0.50 (fifty cents) Per order sent to DoorDash as per SOW-May 2023,1300 orders	0%	1,300	\$0.50	\$650.00

SUBTOTAL	\$650.00 USD
TAX	\$0.00 USD
TOTAL	\$650.00 USD
AMOUNT PAID	\$0.00 USD
AMOUNT DUE	\$650.00 USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

INVOICE

Andriy Butskiy
 MonkeySoft Solution, Inc, an EzCater company c/o WeWork
 555 Burrard St 1st Floor
 Vancouver BC V7X 1M8
 Canada

MSI an EzCater company

ATTN:

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

DATE:

6/1/2023

INVOICE #:

INV236

BILL TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

SHIP TO

CBC Restaurant Group
 CBC Restaurant Group
 12700 Park Central Dr Suite 1300
 Dallas TX 75251
 United States

PO #	Payment Terms	Due Date
	NET 30	7/1/2023

ITEM	DESCRIPTION	TAX RATE	QTY	RATE	AMOUNT
Licence	License Fees for the period of June 2023 - 105 active stores	5.8%	105	\$80.00	\$8,400.00

SUBTOTAL	\$8,400.00 USD
TAX	\$487.20 USD
TOTAL	\$8,887.20 USD
AMOUNT PAID	\$0.00 USD
AMOUNT DUE	\$8,887.20 USD

All amounts due and owing to MonkeyMedia hereunder this Agreement but not paid by the Customer within 15 days of the due date thereof should bear interest at a rate of 18% per annum, calculated monthly (1.5% per month).

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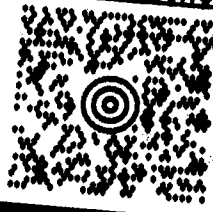
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RKD R 0923