

SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT

Bistro Restaurant Platform

Version: paxom-service-agreement-12m-v1

This Software-as-a-Service Subscription Agreement (this “Agreement”) is entered into as of the date the authorized person accepts this Agreement through Paxom’s emailed invitation and authorizes ACH payment (the “Effective Date”) by and between:

GKP LLC, a limited liability company doing business as Paxom, with its principal place of business at the legal notice address stated on the invitation and billing portal (“Paxom” or the “Company”); and

the business that accepts this Agreement through that invitation (“Customer” or the “Restaurant”). Customer is identified by the email address to which the invitation was sent and by the location and commercial terms shown on the invitation and order summary at acceptance.

Paxom and Customer may each be referred to as a “Party” and together as the “Parties.”

Paxom provides Bistro, a cloud-based restaurant software platform that may include website and online ordering, reservations and waitlist management, floor plan and host tools, guest CRM and marketing campaigns, AI voice answering, and related features (collectively, the “Service”). Customer wishes to subscribe to the Service on the terms below. In exchange for the mutual promises in this Agreement, the Parties agree as follows:

1. INITIAL CONTRACT TERM

1.1 Initial Term.

This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months (the “Initial Term”). The Initial Term and any Renewal Term (defined below) are together the “Term.”

1.2 Commitment to Pay.

Customer is committing to a full 12-month subscription. Customer remains responsible for all fees due for the entire Initial Term, and for the entirety of any Renewal Term then in effect, regardless of whether Customer uses the Service, unless this Agreement is terminated early for a reason expressly permitted in Section 6. Stopping use of the Service, disconnecting a bank account, or failing to log in does not end this Agreement or Customer’s payment obligations.

2. AUTOMATIC RENEWAL

2.1 Renewal.

At the end of the Initial Term, and at the end of each Renewal Term, this Agreement automatically renews for an additional twelve (12) months (each a “Renewal Term”) at Paxom’s then-current pricing for Customer’s plan, unless either Party gives written notice of non-renewal as described in this Section 2 and Section 5.

2.2 Non-Renewal Notice Period.

Unless the invitation states a different counsel-approved option, Option A applies: either Party may prevent automatic renewal by delivering written notice of non-renewal at least thirty (30) days before the last day of the then-current Term.

2.3 Renewal Reminder.

As a courtesy, Paxom will send Customer a renewal reminder to Customer’s notice email address at least fifteen (15) days before Customer’s

non-renewal deadline. Failure to send or receive a courtesy reminder does not affect renewal, except where applicable law requires such notice as a condition of renewal.

2.4 Effect of Cancellation on Amounts Owed.

A notice of non-renewal stops the next renewal only. It does not shorten the current Term and does not eliminate, reduce, or refund any fees already owed or coming due during the current Term. Any unpaid amounts survive expiration or termination of this Agreement.

3. STRIPE ACH DEBIT AUTHORIZATION

3.1 Authorization.

Customer authorizes Paxom, and Stripe, Inc. and its affiliates and banking partners ("Stripe") acting on Paxom's behalf, to debit the business bank account Customer separately designates through Stripe's secure checkout by ACH for all amounts due under this Agreement. Customer will review and accept Stripe's ACH mandate before any debit is initiated. This authorization covers recurring subscription fees; setup fees; approved add-ons and usage-based charges; applicable taxes; late fees; returned-payment fees; and any other amounts expressly permitted under this Agreement. Amounts may vary from debit to debit based on Customer's plan, add-ons, usage, and taxes; the method of calculation is stated in Section 4 and in Customer's invitation, order summary, or invoice.

3.2 Duration.

This authorization takes effect on the Effective Date and remains in force throughout the Initial Term and every Renewal Term, and until all amounts owed under this Agreement have been paid in full, unless revoked as permitted by Section 3.5.

3.3 Business Account; Accurate Information; Sufficient Funds.

Customer represents that the designated account is a business bank account (not a personal, family, or household account) and consents to ACH entries coded as corporate (CCD) entries. Customer will keep its bank information accurate and current, will notify Paxom promptly of any change, and will maintain sufficient funds to cover each scheduled debit.

3.4 Timing; Changes.

Debits occur on or about the invoice due dates described in Section 4. Paxom will give Customer at least seven (7) calendar days' notice before changing a scheduled debit date. Variable amounts within the categories authorized in Section 3.1 do not require separate notice for each debit.

3.5 Updating Payment Method; No Cancellation by Revocation.

Customer may update its bank account or payment method at any time through the Bistro billing portal or by written notice to Paxom, provided a valid payment method remains on file at all times. Revoking an ACH authorization, closing an account, or instructing a bank to block debits does not cancel this Agreement and does not relieve Customer of its payment obligations; Customer must promptly provide a replacement payment method and remains liable for all amounts due.

3.6 Failed, Returned, Reversed, or Disputed Payments.

If a debit fails, is returned, or is reversed for any reason (including insufficient funds, closed account, or a dispute later found to be unauthorized), the underlying amount remains immediately due. Paxom may (a) retry the debit as permitted by ACH rules; (b) charge a returned-payment fee of \$25.00, not to exceed the maximum permitted by applicable law; (c) apply late fees under Section 4.5; and (d) suspend the Service under

Section 4.6. Customer agrees not to initiate an ACH return or dispute for amounts properly owed under this Agreement, and remains liable for amounts reversed through any wrongful dispute, plus associated bank and processor costs.

3.7 Third-Party Processor.

Stripe is an independent payment processor with its own terms of service and privacy policy, which Customer may be required to accept. Paxom does not control Stripe and is not responsible for Stripe's acts, omissions, or outages.

4. PRICING AND BILLING

4.1 Billing Frequency.

Unless the invitation states a different counsel-approved schedule, the 12-month commitment is billed monthly in twelve equal installments, in advance each month.

4.2 Fees.

The one-time setup fee, subscription fee, included modules, and any usage-based charges are those shown on the invitation and order summary at acceptance. All fees are exclusive of taxes. Customer is responsible for all applicable sales, use, and similar taxes, excluding taxes on Paxom's income.

4.3 Invoices and Debits.

Paxom issues an invoice at the start of each billing period (and as add-ons or usage charges accrue). Each invoice is due on its stated due date, and the corresponding ACH debit occurs on or about that due date under the authorization in Section 3.

4.4 No Refunds.

All fees are non-refundable except where a refund is required by law or expressly stated in this Agreement.

4.5 Late Payment.

Amounts not paid when due accrue a late fee of 1.5% per month (or the maximum rate permitted by law, if lower), plus reasonable costs of collection, including collection agency fees and attorneys' fees where permitted.

4.6 Suspension for Nonpayment.

If any amount remains unpaid ten (10) days after Paxom gives written notice of nonpayment, Paxom may suspend Customer's access to the Service until all past-due amounts are paid. Suspension does not pause or reduce fees, which continue to accrue during suspension, and does not limit Paxom's right to terminate for material breach under Section 6.3. Paxom will not delete Customer Data during a suspension for nonpayment.

5. CANCELLATION AND NON-RENEWAL

5.1 Two Different Things.

(a) Cancelling automatic renewal means giving timely non-renewal notice under Section 2.2 so the Agreement ends at the close of the current Term. Service and billing continue until the Term ends.

(b) Terminating early means ending the Agreement before the current Term expires, which is only permitted as described in Section 6 and may require payment of the Early Termination Fee.

5.2 How to Give Cancellation or Non-Renewal Notice.

Customer must deliver cancellation and non-renewal notices in writing by one

of the following methods:

- Email to the cancellation address stated on the invitation and billing portal (with the subject line “Cancellation Notice”);
- Customer portal: the cancellation function within the Bistro account portal; or
- Certified mail: to Paxom’s notice address in Section 9.10, return receipt requested.

5.3 When Notice Is Received.

Notice is deemed received: (a) for email, on the business day it is sent, if sent before 5:00 p.m. at Paxom's notice address, and otherwise the next business day, provided no bounce or delivery failure is generated; (b) for the customer portal, when the portal confirms submission; and (c) for certified mail, three (3) business days after deposit with the postal service.

5.4 Missing the Deadline.

If notice of non-renewal is received after the applicable deadline in Section 2.2, the Agreement renews for the next 12-month Renewal Term, and Customer is responsible for the fees for that entire Renewal Term (subject to Section 6). The notice will instead take effect at the end of that Renewal Term.

5.5 Verbal Cancellations Ineffective.

Statements made by phone, in person, by text message, or through any channel other than those listed in Section 5.2 are not effective notice of cancellation or non-renewal unless and until confirmed in writing through a Section 5.2 channel. No Paxom employee or representative may waive this requirement verbally.

6. EARLY TERMINATION

6.1 Early Termination Fee.

If Customer terminates this Agreement before the end of the then-current Term for any reason other than a reason permitted in Section 6.2, Customer will pay the lesser of (i) the remaining unpaid subscription fees for the then-current Term, discounted to present value at a rate of 8 percent per year, or (ii) 3 months of subscription fees at Customer's then-current rate (the “Early Termination Fee”). The Parties agree that Paxom's losses from early termination (including customer-acquisition, onboarding, and infrastructure costs and lost margin) are difficult to estimate precisely, and that the Early Termination Fee is a reasonable, agreed price for the option to exit early and reasonable compensation for those losses, not a penalty. Termination is effective when the Early Termination Fee and all other outstanding amounts are paid in full.

6.2 Termination by Customer Without the Fee.

Customer may terminate this Agreement without paying the Early Termination Fee, effective on written notice, if any of the following occurs:

- Paxom materially breaches this Agreement and fails to cure within thirty (30) days after receiving written notice describing the breach;
- The Service is continuously unavailable (excluding scheduled maintenance, force majeure, and causes attributable to Customer or third-party services) for more than 30 consecutive days despite written notice;
- Paxom becomes insolvent, makes an assignment for the benefit of creditors, or is subject to a bankruptcy or receivership proceeding not dismissed within sixty (60) days; or
- Providing or using the Service becomes unlawful in Customer's jurisdiction.

In such cases, Customer owes fees only through the effective date of termination, and Paxom will refund any prepaid fees covering the period after termination.

6.3 Termination by Paxom.

Paxom may terminate this Agreement, effective on written notice, if (a) Customer materially breaches this Agreement (including nonpayment) and fails to cure within fifteen (15) days after written notice; (b) Customer becomes insolvent, ceases operations, or is subject to a bankruptcy or receivership proceeding not dismissed within sixty (60) days; or (c) Customer's use of the Service creates a legal, security, or reputational risk that Customer fails to remedy promptly after notice. If Paxom terminates for Customer's uncured breach, all remaining fees for the current Term become immediately due, applying the same lesser-of calculation as the Early Termination Fee in Section 6.1.

7. SERVICE TERMS

7.1 The Service.

Bistro is a subscription software service for restaurants, delivered over the internet and accessed through web browsers and supported devices. The specific modules included in Customer's subscription are listed on the invitation, order summary, or invoice.

7.2 Accounts and Authorized Users.

Customer may allow its employees and contractors to use the Service for Customer's restaurant operations ("Authorized Users"). Customer is responsible for its Authorized Users' compliance with this Agreement, for keeping credentials confidential, and for all activity under its accounts. Customer will notify Paxom promptly of any suspected unauthorized access.

7.3 Acceptable Use.

Customer will not (a) resell, sublicense, or provide the Service to third parties; (b) reverse engineer, copy, or create derivative works of the Service; (c) use the Service to send spam or unlawful communications, or in violation of telemarketing, text-messaging, or privacy laws; (d) upload malicious code or attempt to breach or probe the Service's security; or (e) use the Service in violation of applicable law.

7.4 Support and Updates.

Paxom will provide reasonable email and in-app support during its published support hours and will maintain, update, and improve the Service from time to time. Paxom may add, change, or retire features, provided the Service's core functionality is not materially reduced during a paid Term.

7.5 Third-Party Services.

The Service interoperates with third-party services (for example, Stripe, payment processors, delivery networks, telephony and messaging carriers, and email providers). Third-party services are governed by their own terms, are not controlled by Paxom, and may change or become unavailable. Paxom is not responsible for third-party services, and their unavailability does not excuse Customer's payment obligations, though Paxom will use reasonable efforts to restore affected integrations or provide alternatives.

7.6 Availability; Maintenance.

Paxom will use commercially reasonable efforts to keep the Service available, but the Service may be temporarily interrupted for maintenance, updates, third-party outages, or events beyond Paxom's reasonable control. Where practical, Paxom will schedule planned maintenance outside peak restaurant service hours and give advance notice.

8. DATA, PRIVACY, AND SECURITY

8.1 Customer Data.

As between the Parties, Customer owns all data submitted to the Service by or for Customer, including menus, guest and reservation records, orders, and marketing lists ("Customer Data"). Customer grants Paxom a non-exclusive license to host, process, transmit, and display Customer Data as needed to provide, secure, support, and improve the Service, to comply with law, and to generate de-identified, aggregated analytics that do not identify Customer or any individual.

8.2 Platform IP.

Paxom owns the Service, the Bistro and Paxom names and marks, and all software, documentation, templates, and technology used to provide the Service, including feedback-derived improvements. No rights are granted to Customer except the subscription rights expressly stated in this Agreement.

8.3 Customer's Data Responsibilities.

Customer is responsible for the accuracy and lawfulness of Customer Data, for providing any privacy notices and obtaining any consents required from its guests, and for its own compliance with laws applicable to restaurants, including consumer-protection, privacy, and text/call marketing laws.

8.4 Confidentiality.

Each Party will protect the other's non-public business, technical, and financial information with at least reasonable care, use it only to perform this Agreement, and not disclose it except to personnel and advisors bound by confidentiality obligations, or as required by law with prompt notice where permitted. These obligations survive for three (3) years after termination; trade secrets are protected for as long as they remain trade secrets.

8.5 Security.

Paxom will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data, including encryption in transit, access controls, and tenant isolation. Payment card data is processed by PCI-compliant third-party processors; Paxom does not store raw card numbers. No security measure is perfect, and Paxom does not guarantee that security incidents will never occur; Paxom will notify Customer of a confirmed breach of Customer Data as required by applicable law.

8.6 Data Export, Retention, and Deletion.

During the Term and for thirty (30) days after expiration or termination, Customer may export Customer Data in a machine-readable format (such as CSV or JSON) through the Service or by written request. After that period, Paxom may delete Customer Data from active systems, and will delete residual copies from backups in the ordinary course, except as retention is required by law. Paxom will not withhold Customer Data export solely because of a good-faith payment dispute.

9. GENERAL LEGAL TERMS

9.1 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PAXOM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PAXOM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS OR

PRODUCE ANY PARTICULAR BUSINESS RESULT.

9.2 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY; AND (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. THESE LIMITS DO NOT APPLY TO (i) CUSTOMER'S PAYMENT OBLIGATIONS, (ii) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.3, (iii) A PARTY'S BREACH OF SECTION 8.4 (CONFIDENTIALITY), OR (iv) A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

9.3 Indemnification.

Paxom will defend and indemnify Customer against third-party claims alleging that the Service, as provided by Paxom and used as permitted, infringes a U.S. patent, copyright, or trademark, and will pay resulting damages and reasonable attorneys' fees finally awarded or agreed in settlement; if the Service is enjoined, Paxom may modify or replace it or terminate and refund prepaid unused fees. Customer will defend and indemnify Paxom against third-party claims arising from Customer Data, Customer's guest communications and marketing, Customer's restaurant operations, or Customer's use of the Service in violation of this Agreement or law. The indemnified Party must give prompt notice, allow the indemnifying Party to control the defense, and reasonably cooperate; the indemnifying Party may not settle in a way that admits fault for the other Party without consent.

9.4 Force Majeure.

Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, labor disputes, internet or utility failures, and acts of government. If a force majeure event prevents material performance for more than sixty (60) consecutive days, either Party may terminate on written notice, and Paxom will refund prepaid fees for the period after termination.

9.5 Assignment.

Customer may not assign or transfer this Agreement, in whole or in part, including by merger, sale of substantially all assets, or change of control, without Paxom's prior written consent (not to be unreasonably withheld). Customer will give Paxom prompt written notice of any sale or change of control of the Restaurant. Paxom may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets. Any prohibited assignment is void.

9.6 Independent Contractors.

The Parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, franchise, or employment relationship.

9.7 Severability; Waiver.

If any provision of this Agreement is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remainder stays in effect. A Party's failure or delay in enforcing any provision is not a waiver, and no waiver is effective unless in writing and signed by the waiving Party.

9.8 Entire Agreement; Amendment; Order of Precedence.

This Agreement, together with the invitation, order summary, invoices, and exhibits, is the entire agreement between the Parties about the Service and

supersedes all prior discussions and agreements. Any conflicting terms on a Customer purchase order are rejected. This Agreement may be amended only by a written document signed by both Parties, except that Paxom may update operational policies (such as support hours and acceptable-use details) on notice, provided updates do not materially reduce the Service during a paid Term. If the invitation or order summary conflicts with this Agreement about commercial terms (plan, price, setup fee, start date, or location), the invitation and order summary control those commercial terms. This Agreement controls the reusable legal terms.

9.9 Electronic Signatures; Counterparts.

This Agreement may be signed electronically (including by click-through, emailed invitation acceptance, ACH authorization, DocuSign-style platforms, or scanned signatures) and in counterparts, each of which is an original and all of which together are one agreement. Electronic signatures have the same effect as handwritten signatures.

9.10 Notices.

Legal notices under this Agreement (other than routine operational messages) must be in writing and sent to Customer's invitation email address and Paxom's cancellation email and notice address stated on the invitation and billing portal, or as later updated by notice. Notices are deemed received as stated in Section 5.3.

9.11 Governing Law; Venue.

This Agreement is governed by the laws of the State of Nevada, without regard to conflict-of-laws rules. Subject to Section 9.12, each Party consents to the exclusive jurisdiction and venue of the state and federal courts located in Clark County, Nevada.

9.12 Dispute Resolution; Optional Arbitration.

The Parties will first attempt in good faith to resolve any dispute by negotiation between their principals for at least fifteen (15) days after written notice of the dispute. Unless the invitation expressly elects arbitration, unresolved disputes are heard in the courts stated in Section 9.11. If arbitration is expressly elected on the invitation, any dispute arising out of or relating to this Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, by a single arbitrator, seated in the venue stated in Section 9.11. In that case each Party waives any right to a jury trial and to participate in a class or consolidated action.

Either Party may seek injunctive relief in court for infringement or misuse of intellectual property or confidential information, and either Party may bring qualifying claims in small-claims court.

9.13 Attorneys' Fees.

In any action or proceeding to enforce or collect amounts due under this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by applicable law.

9.14 Survival.

Sections 1.2, 2.4, 3.6, 4 (as to accrued amounts), 6, 8.2, 8.4, 8.6, and 9 survive expiration or termination of this Agreement.

IMPORTANT AUTOMATIC RENEWAL DISCLOSURE

THIS AGREEMENT AUTOMATICALLY RENEWS FOR SUCCESSIVE 12-MONTH TERMS. Unless you deliver written notice of non-renewal at least 30 days before the end of the current term, as selected in Section 2.2, you will be committed and billed for another full 12-month term. Cancelling mid-term does not

eliminate amounts owed for the current term, and early termination requires payment of the Early Termination Fee described in Section 6.1. Recurring payments will be automatically debited from your business bank account by ACH under Section 3. To cancel or decline renewal, use the written methods in Section 5.2.

Acceptance of this Agreement through the emailed invitation, including the on-screen acknowledgment and later ACH authorization, is Customer's acknowledgment of this disclosure.

10. ACCEPTANCE, ACKNOWLEDGMENTS, AND ACH AUTHORIZATION

10.1 Customer Acknowledgments.

By accepting this Agreement through the emailed invitation, the person accepting for Customer confirms each of the following:

- I am authorized to accept this Agreement on behalf of, and to bind, the Customer identified by the invitation email and the location shown on the invitation.
- Customer agrees to the 12-month subscription commitment described in Section 1 and is responsible for fees for the entire Term.
- Customer understands this Agreement automatically renews for 12-month terms, and understands the non-renewal notice deadline in Section 2.2.
- Customer authorizes recurring ACH debits from its business bank account through Stripe as described in Section 3, including variable amounts for add-ons, usage, taxes, and permitted fees.

10.2 Paxom Offer and Acceptance.

GKP LLC DBA Paxom issues this Agreement as an offer to provide the Service on the terms stated here. Customer accepts that offer and forms the Agreement by completing the on-screen acceptance on the invitation link. No separate Paxom countersignature is required.

10.3 How Customer Is Identified.

Customer's notice email is the invitation email address. Customer's location, plan, fees, and billing start date are those shown on the invitation and order summary at acceptance. No separate signature block or retyped legal-entity form is required.

10.4 Stripe ACH Authorization.

After accepting this Agreement, Customer will enter its business bank account information only on Stripe's secure checkout page and accept Stripe's ACH mandate. Bank account and routing numbers must not be entered in this Agreement. Adding a bank account and completing ACH checkout means Customer is paying under this Agreement and the commercial terms shown on the invitation.