

**OH WAITER**  
**MASTER SERVICE AGREEMENT**

This Master Service Agreement (“**Agreement**”) governs the Services provided by Oh Waiter, Inc., with its principal place of business at 2461 Santa Monica Boulevard, No. 213, Santa Monica, CA (“**Oh Waiter**”), to its customer (“**Customer**”). This Agreement is effective as of the date Customer and Oh Waiter execute an Order setting forth the specific Services to be obtained by Customer pursuant to this Agreement (“**Effective Date**”).

Oh Waiter’s services connect guests with staff in a variety of settings via a text messaging software platform and related services (collectively, the “**Services**”). Customer wishes to obtain the right to access and use the Services in its business and has entered into or will enter into ordering documents with Oh Waiter setting forth the type of access that Customer desires to obtain pursuant to this Agreement (each, an “**Order**”). This Agreement sets forth the terms and conditions under which Oh Waiter is willing to provide Customer the right to access and use the Services as set forth in Orders.

1. **DEFINITIONS.** All capitalized terms used in this Agreement and defined in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English meaning as commonly interpreted in the United States.

2. **TERM.** This Agreement will commence on the date the Effective Date and, unless earlier terminated in accordance as set forth in this Agreement, remain in effect so long as any Order remains in effect (the “**Term**”). Unless otherwise stated in the applicable Order, the term of each Order will begin as specified in the Order and will continue until terminated as set forth herein. The term of each Order will end upon any expiration or termination of this Agreement.

3. **ORDERS.** During the Term, and subject to the terms and conditions of this Agreement and Customer’s payment of all applicable Fees, Oh Waiter will provide to Customer the Services identified in one or more Orders executed by both parties. All Orders are incorporated into and made part of this Agreement. To the extent of any conflict between this Agreement and an Order, this Agreement will control, except to the extent the Order expressly identifies a provision of this Agreement to be superseded.

4. **SERVICES.**

4.1 **Rights and Licenses.** Subject to the terms of this Agreement, including Customer’s payment of all applicable Fees and all applicable limits specified in each Order, during the Term of this Agreement Oh Waiter grants to Customer a non-exclusive, non-transferable, non-sublicensable right to: (a) access and use the Services as specified in the applicable Order; and (b) use Oh Waiter’s mobile software application (“**App**”) solely to operate and as installed on those Devices specified in the applicable Order. All access to and use of the Services, including the App, will be solely by Customer for Customer’s own internal business purposes and at all times in accordance with this Agreement and any applicable separate agreement or documentation accompanying the Services or provided by Oh Waiter.

4.2 **Devices.** Customer may either (a) order mobile devices from Oh Waiter, each with an installed copy of the App (“**Oh Waiter Devices**”) or (b) install the App on mobile devices that it owns or controls (“**Customer Devices**” and with Oh Waiter Devices, collectively, “**Devices**”). All Devices may be used solely in conjunction with the Services. Oh Waiter will deliver the Oh Waiter Devices within a reasonable time after execution of the applicable Order to the location specified in the Order. Title to the Oh Waiter Devices will remain with Oh Waiter and Customer acquires no right, title, or interest in the Oh Waiter Devices. Customer will pay a monthly recurring Fee, at the rate specified in the Order, to possess and use the Oh Waiter Devices during the Term. Customer will, at its expense, keep and maintain the Oh Waiter Devices in a good state of repair, normal wear and tear excepted, and will use the Oh Waiter Devices only for their intended purpose and in accordance with Oh Waiter’s instructions. Customer will bear all risk of loss, damage, destruction, and theft of or to the Oh Waiter Devices from any cause whatsoever (“**Loss**”) until the Oh Waiter Devices have been returned to Oh Waiter and

will notify Oh Waiter in writing within ten (10) days of any Loss. To secure its obligations under this Section, Customer will pay a security deposit, at the rate specified in the Order, which Oh Waiter may use, in whole or in part, as reimbursement for any Loss. Customer shall neither use the Services in nor move the Oh Waiter Devices to any location other than the address specified on the Order without Oh Waiter's prior written approval. Customer shall allow Oh Waiter to enter Customer's premises at all reasonable times to locate and inspect the state and condition of the Devices.

4.3 **Accounts.** Access to and use of the Services at each Customer location will be through an account provided to Customer ("**Account**"). Customer will be permitted to authorize its employees and contractors to access the Services under Customer's Account ("**Authorized Users**"). Customer may allow its Authorized Users to access and use the Services solely under Customer's Account for purposes of exercising the rights granted to Customer under this Agreement. Customer is solely responsible for all use of the Services by each Authorized User and for compliance by each Authorized User with the applicable terms of this Agreement and any other agreement to which the Authorized User agrees in connection with the Services. Customer will ensure the security and confidentiality of all user credentials associated with Customer's Account and will prevent unauthorized access to or use of the Services through any user credentials. Customer will notify Oh Waiter promptly of any such unauthorized access or use of the Services or if any user credentials are lost, stolen, or otherwise compromised.

4.4 **Support.** Oh Waiter will provide support, maintenance, training, and other services relating to the Services solely as specified in Orders under this Agreement or under a separate written agreement between the parties. Except as may be specified in an Order, or such a separate agreement, Oh Waiter is under no obligation to provide Customer with support, maintenance, training, or other services relating to the Services. Notwithstanding the foregoing, should Oh Waiter provide Customer with any support, maintenance, training, or other services relating to the Services, any such support, maintenance, training, or other services will be subject to the terms specified in the Order and Oh Waiter's then-current terms for support, maintenance, or training, as applicable.

4.5 **Restrictions.** Customer acknowledges that the Services and all software, hardware and other technology used by or on behalf of Oh Waiter to provide the Services, including the App and all Devices (collectively the "**Oh Waiter Technology**"), constitute the valuable IPR of Oh Waiter. As an express condition to the rights granted to Customer under this Agreement, and in addition to the other conditions in this Agreement, Customer will not and will not permit any third party to: (1) access or attempt to access the Oh Waiter Technology, except as expressly provided in this Agreement; (2) use the Oh Waiter Technology in any unlawful manner or take any action that could damage, disable, overburden or impair the Oh Waiter Technology; (3) use automated scripts to collect information from or otherwise interact with the Oh Waiter Technology; (4) alter, modify, reproduce, create derivative works of the Oh Waiter Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Oh Waiter Technology or any rights to access or use the Oh Waiter Technology or otherwise make the Oh Waiter Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Oh Waiter Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Oh Waiter Technology; (8) monitor the availability, performance or functionality of the Oh Waiter Technology; (9) interfere with the operation or hosting of the Oh Waiter Technology; (10) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Oh Waiter Technology; or (11) use or access the Oh Waiter Technology for any uses prohibited by applicable laws, rules, or regulations ("**Laws**").

4.6 **Third Party Agreements.** Oh Waiter may rely on third party providers to provide certain Services. All such Services are provided under the terms of this Agreement, unless Oh Waiter provides Customer with a separate agreement applicable to such Services (a "**Third Party Agreement**"). The terms of any applicable Third Party Agreement will apply to the Services covered by that Third Party Agreement independent of the terms of this Agreement. Customer will be solely liable to any third-party provider party for any Third Party Agreement that Customer or its Authorized Users breach.

5. **FEES AND EXPENSES.** Customer will pay Oh Waiter the amounts set forth in each Order under this Agreement (“**Fees**”). Customer will reimburse Oh Waiter for expenses incurred in providing the Services if specified in an applicable Order (“**Expenses**”). Oh Waiter may increase the Fees for any Renewal Term, effective upon such renewal, by providing Customer notice at least 45 days prior to the end of the Initial Term or then-current Renewal Term. All Fees and Expenses will be billed and paid as indicated in the applicable Order. If the applicable Order does not specify payment terms for the Fees, Customer will pay all Fees monthly in advance, on the first day of each calendar month during the Term (with the first month’s Fees prorated, if necessary, due on the Effective Date), without any set-off, offset, or deduction whatsoever, in immediately available U.S. dollars. Customer grants Oh Waiter the right to charge the credit card or debit the bank account provided to Oh Waiter for all Fees and Expenses incurred under this Agreement. Additionally, at any point during a Trial Period, Oh Waiter may validate Customer’s payment method including by requesting a temporary authorization from the financial institution issuing Customer’s payment instrument. If Oh Waiter determines that Customer’s payment instrument is invalid, without limiting any of its other rights, Oh Waiter may terminate this agreement. Except as otherwise set forth herein, all Fees will be non-refundable once paid to Oh Waiter (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable Law. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature (collectively, “**Taxes**”). Customer shall pay all Taxes associated with its purchases hereunder, excluding taxes on Oh Waiter’s net income.

6. **INTELLECTUAL PROPERTY.**

6.1 **Ownership.** As between the parties, the Services and other Oh Waiter Technology, including any updates, upgrades, new versions, modifications, or enhancements thereto, and all IPR therein and related thereto, is and will remain the exclusive property of Oh Waiter and its licensors, and nothing in this Agreement will operate to provide Customer with any ownership thereof. Except as expressly granted in this Agreement, Oh Waiter grants no rights or licenses to Customer (whether by implication, estoppel, or otherwise) in or to the Services or any other Oh Waiter Technology, or any IPR therein or relating thereto.

6.2 **Customer Content.** “**Customer Content**” means all data, information, and other content imported to the Services or otherwise provided to Oh Waiter or its contractors by or for Customer in connection with Customer’s use of the Services. As between the parties, Customer exclusively owns and retains all rights, title and interest in and to the Customer Content. Customer hereby grants to Oh Waiter and its authorized representatives and contractors a non-exclusive and non-transferable right and license to use, process, store, and transmit, and disclose Customer Content solely to provide the Services to Customer and fulfill other obligations described in this Agreement.

6.3 **Analytics.** Customer acknowledges that Oh Waiter will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer’s access to and use of the Services.

6.4 **Customer Name and Logo Use.** During the Term, Oh Waiter may use Customer’s name and logo in Oh Waiter’s standard marketing materials and customer lists.

7. **TERM AND TERMINATION.**

7.1 **Termination.** Either party may terminate an Order upon written notice for any reason or no reason upon 30 days’ prior written notice. If the applicable Order provides Customer a period to test and evaluate the Services (“**Trial Period**”), Customer may choose not to continue to a paid subscription by notifying Oh Waiter prior to the end of such Trial Period. Either party may terminate an Order if the other party is in material breach of this Agreement or such Order and such breach remains uncured for 15 days following the breaching party’s receipt of written notice of such breach. Oh Waiter may immediately terminate this Agreement if Customer: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay its debts as they become

due; (c) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any bankruptcy or insolvency Law; (d) makes or seeks to make a general assignment for the benefit of its creditors; or (e) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Without limiting Oh Waiter's right to terminate this Agreement or any Order, Oh Waiter may suspend Customer's access to the Services following any breach or suspected breach of this Agreement if deemed necessary by Oh Waiter to prevent damage, injury, or harm to Oh Waiter, any Oh Waiter Technology, any other Oh Waiter customer, or any third party.

**7.2 Effect of Termination.** Upon any termination or expiration of this Agreement (a) Customer will, within 30 days of such expiration or termination, pay to Oh Waiter all outstanding obligations; (b) all rights and licenses granted to Customer hereunder will immediately terminate; and (c) Customer will immediately, at Customer's risk and expense, (i) cease all use of the Services; (ii) at the option of Oh Waiter, return to Oh Waiter or destroy all Confidential Information; and (iii) return all Devices to Oh Waiter's principle place of business. At Oh Waiter's request, an officer of Customer will certify in writing to Customer's compliance with the terms of this Section. The relevant portions of Sections 1, 4.5, 5, 6, 7.2, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 will survive termination or expiration of this Agreement.

**8. CONFIDENTIALITY.** Each party ("**Recipient**") may receive Confidential Information from the other party ("**Discloser**") during the Term of this Agreement. Each Recipient agrees to protect from disclosure such Confidential Information with the same degree of care that it affords its own confidential information, but in no event with less than reasonable care. For purposes of this Agreement, "**Confidential Information**" means all information regarding a party's business or affairs, including customer information, marketing information, financial information, data (including software code), business concepts, business strategy, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, prices, and customer lists, whether in oral, written, or electronic form, that is either: (1) designated as confidential; (2) of a nature such that a reasonable person would recognize it as confidential; or (3) disclosed under circumstances such that a reasonable person would know it is confidential. The following information will not be considered Confidential Information: (a) information that is publicly available through no fault of the party that was obligated to keep it confidential; (b) information that was known by a party prior to commencement of discussions regarding the subject matter of this Agreement; (c) information that was independently developed by a party; and (d) information rightfully disclosed to a party by a third party without continuing restrictions on its use or disclosure. Each Recipient may disclose the Confidential Information: (i) solely to the extent necessary to comply with an order or requirement of a judicial or administrative process, provided that Recipient promptly notifies Discloser and allows Discloser sufficient time to oppose such disclosure; and (ii) to its affiliates in connection with its corporate and financial reporting requirements. Each Recipient will return to Discloser, or destroy (if requested), all of Discloser's Confidential Information in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon Discloser's written request or the expiration or termination of this Agreement. If Customer provides any feedback, comments, or ideas to Oh Waiter regarding the Services or improvements thereto, Customer agrees that Oh Waiter will be free to use, disclose, and exercise any rights in the same in connection with its products and services.

**9. SMS MESSAGING.** Customer may use the Services to communicate (whether by automated means or otherwise) with guests via SMS message (collectively, "**Guest Communications**"). As between the parties, Oh Waiter will have the exclusive right to collect, extract, compile, synthesize, and analyze any Guest Communications, including any phone numbers or other personal information associated therewith. To the extent any such information is collected or generated by Oh Waiter, the data and information will be solely owned by Oh Waiter and may be used by Oh Waiter for any lawful business purpose without a duty of accounting to Customer.

**10. WARRANTIES AND DISCLAIMER.**

**10.1** Each party represents, warrants, and covenants that: (a) it has and will have the legal right and authority to enter into this Agreement and grant the rights provided herein; (b) this Agreement

will be enforceable against it; and (c) the entry into and performance of this Agreement by it do not contravene other agreements, applicable Law, or orders to which it is subject.

10.2 CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED BY OH WAITER AND ITS LICENSORS "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND. OH WAITER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND COVENANTS, WHETHER EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, OH WAITER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED.

## 11. INDEMNIFICATION.

11.1 **By Customer.** Customer will indemnify, hold harmless, and defend Oh Waiter (and its officers, directors, employees, contractors, and agents) from and against any and all losses, damages, liabilities, costs, and expenses (including attorneys' fees and all expenses of litigation) ("**Losses**") incurred in connection with any judicial or non-judicial claim, action, demand, suit, or proceeding (collectively, "**Claims**") arising out of (a) Customer's use of or access to the Services, including, without limitation, any Customer Content; (b) Customer's actual or alleged breach of any provision of this Agreement; (c) Customer's actual or alleged violation of Law; and (d) any damage to property or injury to or death of any person directly or indirectly caused by Customer.

11.2 **By Oh Waiter.** Oh Waiter will indemnify, hold harmless, and defend Customer (and its officers, directors, and employees) from and against any and all Losses incurred in connection with any third party Claims alleging that the Services infringe or misappropriate the intellectual property rights of such third party. If Customer is, or Oh Waiter reasonably believes that Customer will become, subject to any such third party Claim, Oh Waiter will at its option and expense: (a) procure for Customer the right to continue using the Services; (b) replace or modify the Services to no longer infringe; or, if (a) and (b) are not commercially reasonable, (c) terminate this Agreement. Oh Waiter's obligations under this Section will not extend to any claim based on or arising from any: (i) other software, hardware, systems, network, or technology not provided by Oh Waiter as part of the Services; (ii) modifications or changes to the Services by or on behalf of Customer, whether or not in violation of this Agreement; (iii) use, installation, integration, incorporation, or combination of the Services, or any component thereof, with or into any other software, hardware, system, network, or technology; (iv) Customer Content; or (v) access to or use of the Services other than as permitted by this Agreement.

11.3 **Procedure.** Each party's indemnification obligations above are subject in each instance to the indemnified party (a) promptly giving notice of the claim or liability to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnified party will have the right to approve any material liability imposed on and borne by the indemnified party in connection with such settlement); and (c) providing to the indemnifying party all available information and reasonable assistance.

12. **LIMITATION OF LIABILITY.** IN NO EVENT WILL OH WAITER'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE AMOUNT OF PAYMENTS ACTUALLY MADE BY CUSTOMER TO OH WAITER UNDER THIS AGREEMENT DURING THE PRECEDING 1 MONTH PERIOD. OH WAITER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT OH WAITER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, OH WAITER'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 13. DISPUTES

13.1 **Agreement to Arbitrate.** Except as otherwise provided in Section 13.2, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**") through discussion between the parties. Except as otherwise provided in Section 13.2, if any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration under the Rules of the American Arbitration Association then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator, selected as provided in the Rules. The arbitration will be conducted in the English language at a site specified by Oh Waiter in Los Angeles, California, U.S.A. The arbitrator will apply the law set forth in Section 14 to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require the non-prevailing party to pay the prevailing party's costs, fees and expenses (including attorneys' fees). Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

13.2 **Exception to Arbitration.** Customer agrees that if Oh Waiter reasonably believes Customer has, in any manner, violated or threatened to infringe Oh Waiter's IPR, then Oh Waiter may seek emergency, preliminary or other appropriate interim relief in the federal or state courts located in Los Angeles, California.

14. **GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of California (U.S.A.) as such laws apply to contracts between California residents performed entirely within California, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and the parties hereby disclaim the application thereof. Subject to Section 13.1, each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state court located in Los Angeles, California (U.S.A.), and Customer irrevocably submits to the personal jurisdiction and venue of such courts in any such action or proceeding brought in such courts by Oh Waiter.

15. **MODIFICATIONS.** Oh Waiter reserves the right, at any time, to modify the App or any of the Services, as well as the terms of this Agreement, whether by making those modifications available through the Service or by providing notice to Customer as specified in this Agreement. Unless otherwise require by law, any modifications will be effective upon posting on the Services or delivery of such other notice. Customer may cease using the Services or terminate this Agreement as set forth herein if it does not agree to any modification. However, Customer will be deemed to have agreed to any and all modifications through its continued use of the Services following such notice.

16. **NOTICES.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Oh Waiter by postal mail to the address for Oh Waiter listed above. Oh Waiter may provide Customer with any notices required or allowed under this Agreement by sending Customer an email to any email address Customer provide to Oh Waiter in connection with its Account, provided that in the case of any notice applicable both to Customer and other users of the

Services, Oh Waiter may instead provide such notice by posting on the Services. Notices provided to Oh Waiter will be deemed given when actually received by Oh Waiter. Notice provided to Customer will be deemed given 24 hours after posting to Services or sending via e-mail, unless (as to e-mail) Oh Waiter is notified that the e-mail address is invalid.

17. **ADDITIONAL TERMS.** This Agreement (together with any Orders) constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in a writing duly executed by authorized representatives of both parties. All waivers by Oh Waiter under this Agreement must be in writing or later acknowledged by Oh Waiter in writing. Any waiver or failure by Oh Waiter to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Oh Waiter of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the Law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the Law, and the remaining provisions will remain in full force. Customer may not assign or transfer either this Agreement or any of its rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, or other operation of law) without Oh Waiter's prior written approval. Any assignment in violation of the foregoing will be null and void. Oh Waiter may assign this Agreement to any party that assumes Oh Waiter's obligations hereunder. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.