Terms of Service

Last updated: November 5, 2026

These Terms of Service are entered into between Eighty-Six Inc. ("Company", "we", "our" or "us") and the customer specified in an Order ("Customer", "you" or "your") who purchases Services from Company. These Terms of Service, together with any Order, and any amendments thereto, will constitute a contract that is binding on the Customer and the Company (collectively, the "Agreement").

These Terms of Service are subject to change at the Company's discretion. Any changes will be effective upon posting to the Company Site, and Customer's continued use of the Services after such changes become effective constitutes Customer's acceptance of the revised Terms of Service.

1. Definitions.

1.1. "86 Data" means all data, information, and materials collected, generated, or created by Company in the course of performing the Services, including without limitation, photos, videos, Customer Service usage data, equipment details and specifications, inventory lists, service histories, maintenance records, vendor information and documentation, work order and communication records (including phone recordings, texts, and emails related to the Services), and similar operational data.

1.2. "Company Site" means www.86repairs.com/terms, including any content posted there.

1.3. "Company Technology" means, without limitation, any Company patents, services, software tools, mobile applications, hardware designs, algorithms, software (in source code and object code forms), know-how, trade secrets and any related Intellectual Property Rights throughout the world (whether owned by Company or licensed to Company from a third party). Company Technology also includes, without limitation, any derivatives, improvements, enhancements, updates, modifications or extensions of Company Technology conceived, reduced to practice or developed at any time. For the avoidance of doubt, the Company Site and Platform is included in the definition of "Company Technology."

1.4. **"**Confidential Information**"** means any confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether in oral, written, electronic or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, technical data, product designs, software, customer and vendor information, pricing, processes and other proprietary or sensitive information. Confidential Information does not include information that is or becomes publicly available through no breach of this Agreement, was already known to the receiving party without obligation of confidentiality, is independently developed without use or reference to the Disclosing Party's Confidential Information, or is rightfully received from a third party without restriction.

1.5. **"**Effective Date" means the date on which Customer signs its first Order.

1.6. **"**Go-Live Date**"** means the date on which Customer has completed onboarding and the Services are fully active, as determined by Company in its reasonable discretion. Customer may request confirmation of the Go-Live Date from Company at any time.

1.7. "Intellectual Property Rights" means all worldwide rights in any invention, patent, copyright, trademark, trade secret, know-how, software, development, design, process or other intellectual property, industrial property, or proprietary right, including any moral rights related thereto, and any and all applications for, and extensions, divisions, continuations, and reissuances of, any of the foregoing.

1.8. “Order” means any “Service Agreement” executed by Customer which specifies the Services to be provided by Company.

1.9. “Platform” means the Company’s software platform that supports Customer in administering repairs and maintenance for restaurant equipment and infrastructure.

1.10. “Services” means the products and services provided by Company to Customer under an Order subject to this Agreement. Service descriptions can be found in Exhibit A.

1.11. “Third Party Vendors” means the vendors and service providers that Customer designates or authorizes Company to contact, schedule, or dispatch to perform work for Customer. Customer understands and agrees that all work performed by Third Party Vendors is governed by a separate agreement between Customer and the applicable Third Party Vendor, and not by this Agreement.

2. Services; Platform License and Use.

2.1. Company will provide Customer with the Services set forth in an Order.

2.2. Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform during the term of this Agreement solely in connection with Customer’s use of the Services.

2.3. Customer agrees to: (a) keep all usernames, passwords and account credentials confidential and may not share them with any third party. Customer is responsible for all activity occurring under its accounts; (b) not, and not permit any third party to: (i) copy, modify, translate or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or attempt to discover the source code or underlying structure of the Platform; (iii) interfere with or disrupt the performance, integrity or security of the Platform; (iv) bypass or attempt to bypass any restrictions or usage limits of the Platform; or (v) access the Platform for the purpose of building a competitive product or service; (c) limit use of the Platform to its authorized employees, provided Customer ensures their compliance with this Agreement.

3. Third Party Vendors.

3.1. Third Party Vendor Authorization. Customer hereby authorizes Company to work directly with its Third Party Vendors in connection with Company’s provision of the Services. Such authorization includes but is not limited to: (a) obtaining quotes or estimates; (b) dispatching service, (c) seeking advice on Customer's behalf, (d) approving work, (e) obtaining copies of work orders, invoices, billing information, and any other account information, (f) making changes to Customer's Third Party Vendor accounts, including establishing new credit accounts, updating Customer's contact information and any standard operating procedures, spending approval limits, or authorizations related to service at Customer's locations, and (g) collecting other information relevant to the service at Customer's locations. Authorized work by Third Party Vendors may include, but is not limited to the following categories: repair and maintenance of food and beverage equipment, HVAC, plumbing, electrical, and fire suppression systems.

3.2. Third Party Vendor Payment Obligations. Customer understands and agrees that Customer is solely responsible for paying any and all charges directly to Third Party Vendors for services provided by such Third party Vendor, including those Third Party Vendors that Company dispatches or coordinates on behalf of Customer. Company is not a party to any contract between Customer and a Third Party Vendor and is not responsible for any such charges, invoices, or payments.

3.3. Third Party Vendor Disputes. Customer understands and agrees that Customer retains sole responsibility to resolve any disputes, claims, or legal actions of any kind with any Third Party Vendors performing work for Customer, even if Company dispatched the Third Party Vendor. Customer acknowledges that Company acts only as a coordinator and shall not be liable for the acts, omissions, negligence, quality of work, performance, or delays of any Third Party Vendor. Customer agrees to indemnify, defend and hold harmless Company

from and against any and all loss, cost, liability, damage, penalty, fine, judgment, claim or expense (including actual attorneys' fees) ("Losses") incurred by or asserted against Company in connection with or arising from (a) any dispute or claim between Customer and any Third Party Vendor, including without limitation, disputes relating to pricing, Third Party Vendor's negligence, scope of work, performance, or quality of services, and (b) Customer's failure to timely pay any amounts owed to a Third Party Vendor.

4. Payment; Fees.

4.1. Fees Generally. Customer will pay the fees specified in the applicable Order ("Fees") in accordance with the payment terms set forth there.

4.2. Annual Uplift. Commencing on the first day of the next calendar month after the one-year anniversary of the Go-Live Date, and annually on each anniversary thereafter, the Fees will automatically increase by five percent (5.0%) over the immediately preceding year's Fees. Any subsequent Order by Customer shall be deemed to have the same anniversary date as the initial Order for purposes of the Annual Uplift, unless otherwise specified in the applicable Order.

4.3. Payment. Any required one-time fees are due upon signature of the applicable Order unless Company agrees otherwise. Company will begin invoicing Customer monthly for recurring subscription fees on the Go-Live Date for each Customer location, or as otherwise set forth in the applicable Order. Any additional Services or locations added after the initial Order will be billed as provided in the corresponding Order. Unless otherwise stated in an Order, payments may be made by ACH debit or other electronic payment methods acceptable to Company. All Fees are fully earned when due and non-refundable when paid. Any unpaid amounts may, at Company's discretion, accrue interest at 1.5 percent per month or the maximum amount allowed by law. If Company must pursue collection or prevails in any action involving Customer, Customer will pay all related costs, including court costs and Company's reasonable attorneys' fees. Company may charge a $25 processing fee for returned checks or declined payments due to an invalid or expired payment method. If Customer provides a payment method for ongoing billing, Customer authorizes Company to charge all amounts due to that payment method each month and agrees to keep it current.

4.4. Taxes. Fees are exclusive of all applicable sales, use and other taxes, and Customer will be responsible for payment of all such taxes in addition to the rates listed in the applicable Order.

5. Term; Termination; Suspension

5.1. Order Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for the period specified on the Order, which period shall be measured starting on the Go-Live Date ("Initial Subscription Term"). Thereafter, the term will automatically renew for successive terms of the same length as the Initial Subscription Term unless either party provides the other with thirty (30) days' notice of non-renewal prior to the expiration of the then-current term. The Initial Subscription Term and each renewal term will be collectively referred to as the "Order Term".

5.2. Termination. Either party may terminate this Agreement and/or an Order if the other party materially breaches this Agreement and/or an Order and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Company may terminate this Agreement and/or an Order for convenience on thirty (30) days' written notice to Customer.

5.3. Effect of Termination. In the event that Customer notifies Company of its wish to terminate this Agreement, Customer may not request additional Services, including the submission of repairs and maintenance requests, during the final fourteen (14) calendar days of the Order Term to allow for proper transition and

closure of Customer's account. Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding Fees through the effective date of termination or expiration.

5.4. Location Closure. If Customer permanently closes any location subject to this Agreement (each, a "Closed Location"), Company shall suspend Services for, and waive the remainder of any Fees associated with such Closed Location beginning on the first day of the billing cycle after Customer notifies Company that the location has closed. If the applicable billing cycle is other than monthly, any invoices shall be prorated to account for each full month following Customer's notice to the Company. Notwithstanding the foregoing, Customer shall remain liable for any costs Company incurs, on Customer's behalf, with respect to such Closed Location prior to the effective date of suspension, including without limitation, any Third Party Vendor invoices or other items already ordered or committed to prior to such date. In the event that Customer has multiple Orders, each Order shall stand on its own and the suspension or termination of any one location or Order shall in no way affect any other location or Order.

5.5. Change in Ownership of Location. If any location subject to this Agreement is sold, transferred, or otherwise undergoes a change in ownership (each, a "Transferred Location"), such change will not be deemed a closure or cessation of operations subject to Section 5.4. In such event, Customer shall be required to pay any applicable termination fee associated with such location, unless the new owner assumes the applicable Order with respect to the Transferred Location in accordance with Section 11.9 and such assumption is approved in writing by Company. If Company approves the assumption, no termination fee will be due with respect to the Transferred Location, and the Order shall continue in effect for such Transferred Location subject to these terms.

5.6. Company Suspension. Company may suspend Services upon seven (7) days' written notice if Customer fails to make any payment when due or otherwise breaches this Agreement and does not cure within the notice period. Company may also immediately suspend Customer's access to the Platform, without notice, if it determines that Customer's use of the Platform poses a security risk, violates applicable law, disrupts or threatens to disrupt Company's systems or operations, or could otherwise result in harm to Company, its customers, or its vendors. Any suspension is for the protection of the Platform and does not constitute a termination of this Agreement. During any suspension, Customer remains responsible for all Fees due for the full Order Term and for any other amounts owed under this Agreement..

6. Representations; Limited Warranty; Disclaimer.

6.1. Mutual Representations. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder;(c) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or organizational action; and (d) this Agreement constitutes a valid and binding obligation of such party, enforceable in accordance with its terms.

6.2. Customer Representations. Customer represents and warrants that (a) it will use the Platform and the Services in compliance with all applicable laws, rules, and regulations and will not use the Services in a manner that causes Company to violate any applicable law; and (b) it will provide Company with all information, materials, and access reasonably required for Company to perform the Services. Customer is solely responsible for the accuracy, completeness, and legality of all information it provides to Company and for obtaining any rights, permissions, or consents necessary for Company to receive and use such information in connection with the Services.

6.3. Company Limited Warranty. Company represents and warrants that its personnel will be properly trained and qualified to perform the Services and that the Services will be provided in a professional and workmanlike manner consistent with industry standards.

6.4. No Guarantees. Company does not provide any guarantees, warranties, nor insurance coverage for the work of the Third Party Vendors it dispatches, nor for the recommendations Company's team may make when providing support to Customer, including without limitation, when recommending Third Party Vendors or when troubleshooting a repair or maintenance issue.

6.5. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, THE PLATFORM, AND ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY DATA, REPORTS, OR RESULTS PROVIDED THROUGH THE SERVICES WILL BE ACCURATE OR COMPLETE. COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY ACTS, ERRORS, OMISSIONS, OR SERVICES OF ANY THIRD-PARTY VENDOR, NOR FOR ANY PRODUCTS OR SERVICES PURCHASED, SCHEDULED, MANAGED, OR PERFORMED THROUGH SUCH THIRD-PARTY VENDORS

7. Confidentiality; Marketing; Feedback

7.1. Confidentiality Obligations. The Receiving Party will use the Disclosing Party's Confidential Information solely for purposes of performing this Agreement and will protect such information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party may disclose Confidential Information to its employees, contractors, and advisors who have a need to know the information and who are bound by confidentiality obligations no less protective than those in this Agreement.

7.2. Required Disclosures. The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided it gives the Disclosing Party prompt notice (to the extent legally permitted) and cooperates in any efforts to limit the disclosure.

7.3. Injunctive Relief. The parties acknowledge that any breach or threatened breach of the confidentiality obligations in this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the non-breaching party is entitled, in addition to any other available remedies, to seek immediate injunctive or other equitable relief to prevent or curtail any such breach or threatened breach, without the requirement to post a bond or prove actual damages.

7.4. Consent for Marketing. Unless otherwise stated in an Order, Customer permits Company to use Customer's name, service marks, and logos in Company's marketing materials, including its website, written communications, and discussions with customers or prospects. If Customer prefers not to be referenced in Company's marketing, Customer must notify Company in writing.

7.5. Feedback. Any feedback, suggestions, ideas, or other information Customer provides relating to the Services is deemed non-confidential. Customer grants Company a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such feedback into Company's products and services without restriction or obligation to Customer.

8. Company Intellectual Property; Data Usage.

8.1. Company Ownership. Company owns and retains all rights, title, and interest, including all Intellectual Property Rights, in and to: (a) the Services, Company Technology, and the Platform; (b) all software, technology, tools, processes, know-how, documentation, and materials used to provide or support the Services; (c) all 86 Data; and (d) Company's Confidential Information. Customer acquires no rights or

licenses in or to any of the foregoing except for the limited rights expressly granted in this Agreement. All rights not expressly granted to Customer are reserved by Company.

8.2. 86 Data Usage. Company may use 86 Data for any business purpose, including improving, supporting, and operating the Services and Platform, developing new products or services, and performing analytics, benchmarking, and research. Company may also use 86 Data as necessary to provide the Services to Customer and to support Customer's account. To the extent any 86 Data includes or incorporates Customer Confidential Information, Customer grants Company a perpetual, irrevocable, worldwide, royalty-free license to use such information for Company's internal business purposes, provided that any Customer Confidential Information included in data shared with a third party must first be aggregated and de-identified so that it cannot reasonably be used to identify Customer or any individual.

9. Limitation of Liability.

9.1. IN NO EVENT WILL COMPANY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO COMPANY BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO A CLAIM.

9.2. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

9.3. Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than one year after the cause of action arose.

10. Governing Law; Jurisdiction; Arbitration

10.1. Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of Delaware, excluding its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute arising out of this Agreement that is not subject to mandatory arbitration must be brought in a state or federal court located in Delaware. Each party consents to the exclusive jurisdiction of those courts and waives any objection to venue or forum.

10.2. Mandatory Arbitration.Any dispute arising out of or relating to this Agreement that Company and Customer will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. By agreeing to this provision, both parties knowingly waive the right to seek relief in court, including the right to a jury trial. The arbitration will be conducted in Wilmington, Delaware before a single arbitrator. Any action filed by either party in any court in violation of this Section should be dismissed pursuant to this Section. The arbitrator will issue a written decision with findings of fact, and the award will be final and binding. Judgment on the award may be entered in any court with jurisdiction. Each party will bear its own arbitration costs. This arbitration provision is the exclusive method for resolving disputes relating to this Agreement, except that either party may seek preliminary or other injunctive relief in court if necessary to avoid irreparable harm. Seeking such relief does not waive the right to arbitration.

11. Miscellaneous.

11.1. Updates to Terms. Company reserves the right to change these Terms of Service at its discretion. Such changes will become effective when Company posts the revised Terms of Service on the Company Site.

11.2. Independent Contractor. The relationship between Customer and Company is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Customer and Company of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document, except in the case of Company performing Services for Customer.

11.3. Headings. The headings herein are for convenience only and are not part of this Agreement.

11.4. Entire Agreement. This Agreement is the complete and exclusive agreement between the parties and replaces all prior discussions or agreements about the Services. If there is a conflict between these Terms of Service and an Order, the Order will control for that Order only. Notwithstanding the foregoing, Company may update or modify these Terms of Service at its discretion. Other communications or confirmations from either party will have no effect unless expressly incorporated into an Order.

11.5. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties intend that the court shall modify and interpret such provision to the minimum extent necessary to most closely reflect the parties' original intent while rendering the provision valid and enforceable. If such provision cannot be so modified, then it shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.

11.6. Notices. All notices under this Agreement must be in writing and may be sent by certified mail (return receipt requested) or by email. Notices to Company must be sent to accounting@86repairs.com. Notices to Customer will be sent to the email address on file with Company. Either party may update its notice email or mailing address by providing written notice to the other party..

11.7. Communications. Customer, on behalf of itself and its personnel, hereby consents to receiving communications from the Company in any or all of the following forms: SMS messages, text messages, calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system.

11.8. Waiver. No party will waive any right or remedy by failing to exercise it or by delaying its exercise, and a single or partial exercise of any right or remedy does not prevent that party from exercising it again or exercising any other right or remedy. A party's waiver of any breach or default will apply only to that specific instance and will not be considered a waiver of any later breach or default.

11.9. Assignment; Successors. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under this Agreement at its discretion, and may engage subcontractors in performing its duties hereunder, without the consent of Customer. Company will remain responsible for the performance of its obligations under this Agreement, including any obligations performed by its subcontractors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.10. Force Majeure. Except for Customer's payment obligations, neither party is liable for any default or delay or failure to perform its obligations under this Agreement when such default or delay is caused, directly or indirectly, by acts beyond such party's reasonable control and without its fault or negligence, including, without limitation, acts of God, natural disasters, epidemic or pandemic (including any governmental order related thereto), acts of government, labor disputes or other industrial disturbances, shortage of materials, accidents, acts of war or terrorism, civil commotion, interruptions of transportation or communications, or the

failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder. Company is not responsible for the performance, nonperformance, delays, or errors of any Third Party Vendor. Any delay or failure arising from a Third Party Vendor will not be deemed a breach by Company, and Company will have no liability for any resulting impact on the Services.

11.11. No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person other than the parties hereto and their respective successors and permitted assigns.

11.12. Government Regulations. Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States, without first complying with all export control laws and regulations, which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.13. Survival. Provisions which by their nature should survive termination, including without limitation, any provisions related to ownership, confidentiality, limitation of liability, indemnification, jurisdiction and governing law, will survive termination or expiration of this Agreement.

11.14. Counterparts. Each Order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Exhibit A: Services

One or more of the following Services may be purchased by Customer from Company:

On-Demand Repairs Management ("Repairs Management"). This includes access to the Platform, as well as support services in the management of repairs of equipment typically found in a commercial foodservice facility. Such equipment and infrastructure may include: commercial food and beverage equipment, heating, ventilation, and air conditioning (HVAC) equipment, fire suppression systems, plumbing systems, and electrical systems. Repairs Management includes live troubleshooting support to help Customer teams solve problems on their own whenever practical. The 86 Repairs customer service team logs activity on each repair incident it is managing, in order to provide service history and other insights. 86 Repairs does not guarantee that it can handle every repair, but our team will always make a reasonable effort to do so. Repairs Management does not include project management or facilitation of construction projects, including but not limited to new store builds, remodels, or ongoing projects where work is planned for more than 3 days of labor, or where it requires a general contractor or coordination of multiple vendors in parallel.

Onboarding and On-Site Inventory ("Repairs Onboarding"). 86 Repairs will provide Customer onboarding and training calls and work with Customer to create a preferred vendor roster, input Customer standard operating procedures, and designate key staff contacts and related approval workflows to enable collaboration between Customer and 86 Repairs teams. 86 will also collect an inventory of critical, serviceable pieces of food and beverage equipment and infrastructure typically found in a commercial foodservice facility and installed across Customer locations at the time of the inventory (the "Asset Inventory") and load this information into the Platform. 86 Repairs cannot guarantee that the Asset Inventory will capture every piece of equipment or infrastructure covered by the Services but will make a reasonable effort to capture critical information. 86 Repairs will perform warranty checks, where possible, on equipment loaded into the Platform.

Equipment Tagging. 86 Repairs will affix printed quick response (QR) codes to many key pieces of equipment to facilitate the identification of assets and the creation of new repair requests using the Platform. When purchased, this tagging is performed as part of Repairs Onboarding.

Preventative Maintenance Management ("PM Management"). PM Management includes the management of preventative maintenance service contracts and other planned maintenance completed by vendors, and is based on the schedule and the vendor scopes of work the Customer chooses. Vendor scopes of work may include maintenance on commercial food and beverage equipment (most commonly refrigeration equipment), heating, ventilation, and air conditioning (HVAC) equipment, fire suppression systems, hood cleaning, grease trap and/or interceptor maintenance, and jetting/snaking floor drains and other plumbing systems. PM Management includes monitoring that each vendor is following their preset schedule, notifying Customer-designated points of contact to be aware when vendors will be on-site, and confirming that vendor visits occurred.

Preventative Maintenance Onboarding ("PM Onboarding"). 86 Repairs will gather the information from Customer required to provide PM Management, including schedules and vendor scopes of work for any existing preventative maintenance contracts Customer has in place. If the Customer does not currently have an active preventative maintenance contract for one of the Customer-desired vendor scopes of work, 86 Repairs may, at its discretion, make recommendations based on any experience it has working with vendors in Customer's markets.

Invoice Assurance Standard. This provides access to an invoice dashboard in the Platform that allows Customer to view repairs and maintenance invoices that 86 Repairs has received from Customer or its vendors. This dashboard includes automated exception flagging to warn if vendor invoices may contain errors such as: costs that exceed quoted amounts, duplicate trip charges, or invoices not matched with a service request in the Platform. This Service also includes optional functionality for Customer-designated contacts to review and approve invoices in the Platform.

Invoice Assurance Premium. This Service includes the features described in Invoice Assurance Standard. In addition, 86 Repairs will follow up with Customer's repairs and maintenance vendors to proactively collect invoices and route these to a Customer-approved workflow or contact for approval, processing, and/or payment to the vendor.

Restaurant365 Integration. This service includes integration with Customer's Restaurant365 accounting system to facilitate the exchange of data between the Platform and Restaurant365, subject to certain technical and process limitations inherent in the Restaurant365 product and in the Platform. If this service is selected, the details will be agreed between the parties as part of Repairs Onboarding.