

UFPC AUTOMATED COMMITMENT SYSTEM USER AGREEMENT

1. **Welcome!** Welcome to the UFPC Automated Commitment System! The UFPC Automated Commitment System (the “System”) was developed by Unified Foodservice Purchasing Co-op, LLC (“UFPC”, “we” or “us”) to streamline and simplify the process for participating in purchase commitment proposals or special promotions.. The goal of the System is to help the UFPC negotiate better pricing and reduce the time it takes to participate in and roll-out a purchase commitment proposal or special promotion.

This website will enable Yum! Brands Inc. owners/operators (“Operators”) to communicate with UFPC quickly and efficiently when they desire to make a purchase commitment in response to a proposal or participate in a special promotion. We will endeavor to provide to Operators sufficiently detailed information through the System to enable Operators to determine their desired level of commitment.

The users of this website (“Authorized Users” or “you”) include Operators, UFPC, distributors who support participating Operators (“Distributors”), and designated advertising agencies for a national or local advertising co-op (“Ad Agencies”). For this site to work effectively, every user of this website must agree to certain rules and restrictions. Those rules and restrictions are outlined below.

2. **Authorized Users and Permitted Uses of Data.** To access the System, you must be an Authorized User. An Authorized User includes Operators, UFPC, Ad Agencies, and Distributors. Prior to accessing the System, each user that is not an individual, i.e., a corporation or other entity, must specify individuals who will serve as “Authorized Users” for such entity.

Because of the confidential nature of the information in the System, we will limit each user’s access to the specific data in the System as set forth below:

(1) Operators can submit and access their own data in response to an offer to participate in a purchase commitment proposal or a special promotion, but will not be able to access data relating to any other Operator’s stores. Operators can also access some aggregate de-identified data about participation in and the results of a purchase commitment proposal or special promotion.

2) UFPC will be given access to all data entered into the System for the purpose of facilitating a purchase commitment proposal or special promotion in a faster and more efficient manner. If a Distributor or Ad Agency does not have access to or chooses not to access the System, then UFPC will provide the information submitted by Operators to the appropriate Distributors and Ad Agencies.

(3) Distributors will be given access to the commitment information provided by those Operators that such Distributors service. Distributors may use this information for the sole purpose of carrying out any purchase and distribution commitment communicated by an Operator through the System. Distributors are prohibited from reporting this data to any party

except as necessary to fulfill any product commitment order set forth in an automated commitment.

(4) Each Ad Agency will be given access to data submitted by an Operator that is participating in a special promotion and that is in the geographic area that the Ad Agency services. Such Ad Agency may use this data *only* for carrying out the promotional component of a special promotion, such as providing coupon forms, advertising materials and copy. Ad Agencies are prohibited from reporting this data to any party other than as necessary to develop and deliver to Operators the promotional materials relating to a special promotion.

(5) Yum! Brands Inc. will be given access to the System as an Operator and only in regard to the commitment information submitted by its own non-franchised stores. Yum! Brands Inc. will not be given access to information about another Operator or its stores.

3. Consent. By using this System, each Operator consents to the use of such Operator's data to execute on purchase commitments. If not accessed directly through the System by a Distributor or Ad Agency, UFPC will provide to the appropriate Distributor and Ad Agency an Operator's data as submitted through the System, which Distributor and Ad Agency is then instructed to act upon. An Operator's information as provided through the System will not be otherwise disclosed or used by UFPC except for strategic and other planning purposes.

4. **Acceptance.** This User Agreement sets forth the rules and restrictions that govern the System. By clicking on the "I ACCEPT" button at the bottom of this User Agreement, you agree to be bound by these rules and restrictions. If you do not click the "I ACCEPT" button below, then you will not be allowed access to the System. As the System evolves, we may need to update these rules and restrictions, and we will notify you of any changes and provide an opportunity to accept these changes.

5. **Privacy and Confidentiality.** Only UFPC can access all information provided through the System. UFPC will forward information provided by Operators to the appropriate Distributor and Ad Agency for execution on any commitment made by an Operator through the System. UFPC may also use the information obtained from this website for its own internal planning purposes. The only information that Yum! Brands Inc. may access through the System is information relating to non-franchised stores that is submitted by Yum! Brands Inc. Operators. Distributors may access the commitment information submitted by the Operators that such Distributors service. The Ad Agencies may only access information that tells such Ad Agency that a particular Operator is participating in a special promotion or other purchase commitment proposal and the needs of such Operator with respect to promotional materials.

6. **Information; Warranty Disclaimer; Site Availability.** UFPC makes no warranty or representation with respect to the accuracy, completeness or timeliness of information accessible or provided through the System. Operators will receive a confirmation with respect to any commitment Operators have made through the System. It is each Operator's responsibility to confirm the accuracy of such Operator's commitments as set forth in the confirmation. YOU

ACKNOWLEDGE AND AGREE THAT YOU USE THIS WEBSITE AT YOUR OWN RISK. WE HAVE TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE AND EFFECTIVE WEBSITE; HOWEVER, WE ARE SOMETIMES AT THE MERCY OF THIRD PARTIES, ACTS OF NATURE AND/OR FAULTY TECHNOLOGY. THEREFORE, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR FAIL-SAFE AND SECURE ACCESS TO OUR SITE. FURTHER, WE PROVIDE THIS WEBSITE AND OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, UNLESS OTHERWISE NOTED. WE SPECIFICALLY DISCLAIM THE **IMPLIED** WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THIS SITE AND ANY SERVICES PROVIDED THROUGH THIS SITE. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. We may change, suspend or eliminate all or any aspect of this site at any time, including the availability of any product, feature or data.

We may cancel a Special Promotion due to low participation or for other reasons. We will notify you of any such cancellation through the System. You agree that UFPC may cancel a purchase commitment proposal or special promotion at any time..

7. **System Integrity.** You agree not to use any software, scheme or device to interfere or attempt to interfere with the proper working of this website. You agree to not disclose or share your password with any third parties or use your password for any unauthorized purpose.

8. **Copyright and Use of Materials.** The information and materials on this website are protected under United States copyright laws and worldwide copyright laws and treaty provisions and, other than the store information of a particular Operator (which is owned by such Operator), they are owned by UFPC or other third parties. You may download a copy of any of the materials or content on this site for use, if you are an Operator, in connection with committing to participate in a purchase commitment proposal or Special Promotion as permitted by the System and maintaining records for the same for your own business; if you are an Ad Agency, to provide to Operators the necessary promotional materials to participate in a purchase commitment proposal or Special Promotion; and if you are a Distributor, to carry out a purchase or distribution commitment. In all cases, to the extent you download any materials or content from this site, you may not delete or change any copyright or trademark notice and you agree to protect the confidentiality of such downloaded materials as required by this User Agreement. You may not distribute, transmit, reuse, report or use the content of this site for any purpose other than as specifically set forth in this User Agreement. In no case may you create any kind of hyperlink to or framing of this site without the prior written consent of UFPC.

9. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE (OR ANY OF OUR MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR THE RELIANCE ON DATA OBTAINED THROUGH THIS WEB SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR.

FURTHER YOU AGREE THAT NEITHER WE NOR ANY OF OUR MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SITE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.

10. **Compliance with Laws.** You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site and any services provided through this site.

11. **Notices.** If you want to send us a notice in relation to this User Agreement, you must send it by U.S. or express mail to UFPC at Unified Foodservice Purchasing Co-op, LLC, 950 Breckenridge Lane, Suite 300, Louisville, KY 40207, Attn: PCHelpdesk or e-mail such notice to the following address: pchelpdesk@ufpc.com. We may notify and contact you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you.

12. **Governing Law.** You agree that this Agreement is governed by the laws of the Commonwealth of Kentucky, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our site shall be an appropriate federal or state court located in Louisville, Kentucky.

13. **Cancellation.** You have the right to cancel this User Agreement and discontinue your use of this site any time with or without cause, by giving written notice by U.S. or express mail to UFPC at Unified Foodservice Purchasing Co-op, LLC, 950 Breckenridge Lane, Suite 300, Louisville, KY 40207, Attn: PCHelpdesk or by email at pchelpdesk@ufpc.com. This written notice does not in any way relieve an Operator of such Operator's previous obligations to purchase product in accordance with a purchase commitment submitted through the System or participate in a special promotion.

14. **Survival.** All agreements and obligations in this Agreement set forth in paragraphs 2-14 shall survive the termination or cancellation of this Agreement.

_____ I Agree