PRICING WORKSHEET

◈ WISETAIL

Wisetail LMS
212 S. Wallace Ave, Ste. B2
Bozeman, MT 59715

Sales Engineer: Louise Schelhammer

BDR: Louise Schelhammer

Checkers & Rally's

Checkers & Rally's
4300 W Cypress Street
Tampa, Florida 33607

Billing Contact Name: Krishawna Henderson

Billing Contact Email: hendersonk@checkers.com

License Start Date: _____

TIER 1 IMPLEMENTATION FEE $30,000

TIER 1 ANNUAL LICENSING FEE (Minimum Number of Locations: 900) $216,000

NUMBER OF LOCATIONS	PRICE
0-25	$12,000
26-85	$480 / location
86-150	$420 / location
151-400	$360 / location
401+	$240 / location

PROFESSIONAL SERVICES $5,000

Integrations:	$5,000/each
Additional Professional Services:	N/A

COLAB FEE   INCLUDED

In Bozeman, MT	INCLUDED
At Checkers & Rally's Location	$4,000

TOTAL FEES

Implementation Fee:	$30,000
Licensing Fee:	$216,000
Professional Services Fee:	$5,000
CoLab Fee:	INCLUDED

TOTAL DUE UPON SIGNING: $251,000

PROJECTED YEAR 2 & YEAR 3 $216,000

*Subject to change based upon increased active locations & applicable Sales Taxes will be applied to the invoice.

Wisetail Finance: _____

PRICING WORKSHEET

WISETAIL

Checkers & Rally's (logos)

212 S. Wallace Ave, Ste. B2
Bozeman, MT 59715

4300 W Cypress Street
Tampa, Florida 33607

TERMS & NOTES

1. Implementation Fee. The Implementation Fee is due in one payment on the Effective Date. Wisetail will not commence delivery of the Services specified in the Pricing Worksheet until the Implementation Fee has been paid in full and received by the Wisetail.

2. Licensing Fee. The Licensing Fee is due in advance. The Licensing Fee is due NET 30 days from date of invoice except as otherwise set forth in the Pricing Worksheet, or any addenda to the Agreement.

3. Professional Services. Professional Services, if any, are specified in the Statement of Work attached as Exhibit 1. The fees for Professional Services will be invoiced along with the Implementation Fee. The fees for Professional Services must be paid in full before the beginning of the work detailed in the Statement of Work except as otherwise set forth in the Pricing Worksheet or the Statement of Work.

4. CoLab. CoLab Experience is required. Location is dependent on Client choice.

5. All prices are quoted in United States Dollars (USD).

6. The above costs do not include any related, pre-approved travel expenses billed to Client separately.

7. The term of this Agreement will commence on the Effective Date and continue for a period of 3 years.

   The Services quoted above in this Pricing Worksheet will be provided under and pursuant to Wisetail's General Terms and Conditions found here ("General Terms and Conditions"), and the applicable exhibits, addenda and Statement(s) of Work attached or incorporated herein by reference (collectively, the "Agreement"). These documents and this signed Pricing Worksheet constitute an integral part of the license agreement between the client identified above ("Client") and Bigart Ecosystems, LLC d/b/a "Wisetail". Signature on this Pricing Worksheet by Client and Wisetail is evidence of Client's and Wisetail's agreement to be bound by this Pricing Worksheet, the Wisetail General Terms and Conditions and the provisions of any designated exhibits, addenda and Statement(s) of Work. This Agreement will become effective upon the License Start Date set forth above ("Effective Date"). All orders for Wisetail Services will be governed by the terms and conditions of this Agreement, and none of the terms or conditions of Client's purchase order, acknowledgements or any other communication between the parties will be applicable.

   By each party's signature below, each party hereto has caused their duly authorized representative to execute this Pricing Worksheet. This Pricing Worksheet may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Any executed copy of this Pricing Worksheet made by reliable means (e.g. photocopy, pdf, facsimile, electronic or digital signature service) is considered an original.

Checkers & Rally's

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Bigart Ecosystems, LLC d/b/a "Wisetail"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT 1

PROFESSIONAL SERVICES STATEMENT OF WORK

User Account Data Feed: Under this arrangement, user account data will be sent in .csv format from an HRIS or payroll company to an sFTP site set up by Wisetail. Each .csv file will contain the account information for all users that are designated "managed by data feed." Wisetail will pull this user account data from the sFTP site on a set schedule to populate the Learning Management System with the most current user data. The fee for the establishment of this service will be a one-time fee of $5,000. This fee will be invoiced with the Implementation Fee upon signing of this Agreement.

EXHIBIT 2

IMPLEMENTATION STATEMENT OF WORK

Date:
Client: Checkers & Rally's
Implementation Tier: Tier 1

Introduction: This document will detail the scope of work associated with the Wisetail Implementation project. Outlined below are the project objectives and deliverables, as well as the associated party responsible for the objective/deliverable.

Goals & Objectives: To define the services and deliverables associated with the Implementation Project as well as party responsibilities.

Project Timeline: The term and duration of the implementation will be defined by the client's tier of support and will commence upon an initial kick-off call.

TIER	PROJECT DURARTION
Tier 1 Implementation	16 weeks
Tier 2 Implementation	12 weeks
Tier 3 Implementation	9 weeks

Stakeholders: The following stakeholders will be part of the Wisetail Implementation Project:

Wisetail: The implementation project will be led by a Wisetail Implementation Manager and supported by member(s) of the Wisetail Technical Support and Services Team. Additional resources may be mobilized as needed to fully meet project objectives and deliverables.

Client: Client agrees to identify a project lead who will be the primary point of contact for the duration of the Wisetail Implementation. If available, it is recommended that the client make the following individuals available as a resources on this project (as needed):

Executive Sponsor
Marketing Representative
IT/Technical Representative
Additional L&D or Content Creation resources

Overview & Scope of Work: The Implementation project is a critical component of the successful launch of the Wisetail platform. Wisetail's implementation team will provide guided implementation support and resources for the duration of the implementation project.

Upon conclusion of the implementation project timeline the client will be assigned to a client success manager who will provide ongoing support for the lifetime of the client's contract with Wisetail.

Implementation Services: The following section defines the services and resources provided by the Wisetail Implementation Team during the implementation project.

Scoping & Goal Setting: The Wisetail team will work with the client to define the scope of the project and set implementation project goals as well as long-term goals for the Learning Ecosystem.

Weekly 45-minute project call: For a detailed outline of the call schedule, scope and goals of each call, please see the Implementation Project Plan.

Project Management Support: Implementation Manager will provide project management support related to shared project deadlines and deliverables.

Phone & Email Support: Outside of weekly calls, client will have ongoing email and phone support from your Implementation Team at Wisetail.

Technical Support: Wisetail's Technical Support Team will work collaboratively with the Wisetail Implementation Manager to provide resources and guidance to achieve project deliverables during the implementation.

If an integration has been purchased as part of the contract, Wisetail's Technical Support Team will provide integration assistance.

Please see the Technical Support & Service Level Agreement section of the Terms and Conditions for additional information on Wisetail Technical Support.

Full Access to The Drop: The Drop is a client portal hosted by Wisetail on Wisetail's platform. Within The Drop, client will have access to a guided Implementation Course, Wisetail's client community, and multiple discussion boards to seek and provide assistance to fellow professionals utilizing the Wisetail platform.

Wisetail Knowledge Base: Wisetail's knowledge base provides up-to-date product guides and education resources on using the Wisetail platform.

Hand-off to the Client Success Manager: Upon completion of the Implementation project plan, Wisetail Implementation manager will initiate an introduction and hand-off between the Client and a Wisetail Client Success Manager.

The Client Success Manager will provide ongoing support to the client. Please see the Client Success Services Agreement for details on the services provided by the Client Success Manager.

CoLab Services: CoLab is an immersive, hands-on strategy and working session focused on meeting the implementation and training goals of the client.

CoLab is included as a standard part of the implementation project for Tier 1 and Tier 2 Implementations and is available as a project add-on for Tier 3 implementations.

Location: CoLab is hosted at our Bozeman-based headquarters. Should the client request that the Wisetail implementation team travel to the client, accommodations can be made given advance notice. Please note, such requests will be subject to the terms & conditions of the contract.

Attendees: Client is invited and encouraged to bring any and all team members who are involved with the implementation project to attend the CoLab.

Goals & Objectives: During CoLab, the Wisetail Implementation Manager will guide the client through a curated agenda designed to assist the client in reaching agreed upon business goals.

The CoLab agenda may include sharing of best practices related to site design, user adoption, content creation, and launch strategy. CoLab may also include ongoing/supplemental training on features and functionality.

Project Deliverables & Responsible Party: The following section defines the deliverables associated with the Wisetail Implementation Project as well as the associated party responsible for delivery.

Implementation Project Plan: Wisetail will provide the client with a project plan outlining in detail the project timeline, key decisions, homework, and milestones.

Completion of site branding: Wisetail will provide a training call on branding during the implementation project calls.

Wisetail will outline all branding opportunities and the appropriate channels for submitting final branding assets.

Selection and submission of branding assets for the initial site skin will be completed by the client following the branding call.

Completion of Wisetail domain configuration:

Client will decide upon LMS name and accompanying Wisetail Domain, *wisetail.com for the LMS.

Completion of Pro Service Integrations (if applicable): Wisetail's Technical Support Team will provide detailed guidance on what steps are required to complete the integration.

Client will be responsible for coordinating any third party vendor requirements to complete integration.

If requested, Wisetail's technical support team will host a call with the Client and third-party vendor (optional) to provide guided support through the integration.

Completion of Training Schedule: Wisetail will provide an assigned Implementation Manager to guide the Client through the implementation project plan consisting of weekly training calls with a duration of 45 minutes.

Wisetail will assign critical tasks and project 'Homework' to the Client.

Client will complete all assigned tasks and project 'Homework' in a timely fashion.

Completion of Colab (if applicable): Wisetail will host a one-day, in-person colab.

Deliverables and Services outside of the Implementation Scope of Work: The following section outlines the deliverables and services that are not included or guaranteed within the Implementation Project.

Producing or building content: Wisetail Implementation Services do not include the production or build-out of content on behalf of the client.

Site Design: Wisetail Implementation Services do not include execution of site design/layout (Unless purchased through a Professional Services Package).

Branding Materials: Wisetail Implementation Services do not include production or development of branding materials (colors, fonts, logos, etc.) Unless purchased through a Wisetail Design Package.

Implementation support beyond the outlined project duration timeline: The implementation project duration is dictated by the Implementation Tier (Tier 1 - 16 weeks, Tier 2 - 12 weeks, Tier 3 - 9 weeks).

Additional implementation support beyond this timeline is available as an additional professional service.

IT support from the Wisetail team: Wisetail cannot serve as your internal IT support and will be limited in the services we can provide related to owned URLs and IP addresses, internet connectivity, hardware, third party technical relationships and other IT functions.

EXHIBIT 3

CLIENT SUCCESS SERVICES STATEMENT OF WORK

Date:
Client: Checkers & Rally's
CS Tier: Tier 1

Introduction: This document will detail the scope of work associated with Wisetail Client Success Services. Outlined below are the deliverables, terms of service, and the associated party responsible for the objective/deliverables (where applicable).

Goals & Objectives: To define the services and deliverables associated with Client Success Services.

Project Timeline: Client Success Services will commence at implementation hand-off and continue for the lifetime of the contracted relationship with Wisetail.

Stakeholders:

Wisetail: Client Success Services will be provided by a Wisetail Client Success Manager. The Client Success Manager may mobilize additional resources as needed, such as our Wisetail Technical Support Team or the Wisetail Services Team.

Client: Client agrees to identify a project lead who will be the primary point of contact from Implementation handoff through the duration of the client's contract with Wisetail. At various points in the Client's tenure with Wisetail, it may also be important to incorporate the following stakeholders (if applicable):

Executive Sponsor
Marketing Representative
IT/Technical Representative
Additional L&D or Content Creation resources

Overview & Scope of Work: Client Success Services are a value additive service provided to the Client by the Wisetail Client Success Team. The purpose of these services are to support the Client in achieving their business objectives and to ensure the Client recognizes maximum value from the Wisetail platform.

The services provided to the client vary based on Tier. Please see the table below for an outline of services by Tier.

TIER 1 CLIENT SUCCESS	TIER 2 CLIENT SUCCESS	TIER 3 CLIENT SUCCESS
Dedicated Client Success Manager	Dedicated Client Success Manager	Dedicated Client Success Manager
Scheduled Weekly Calls (up to 1/2 hour)	Scheduled Bi-weekly Calls (up to 1/2 hour)	Scheduled Monthly Calls (up to 1/2 hour)
Annual Strategic Planning Session	Annual Strategic Planning Session	Annual Executive Business Review
Annual Executive Business Review with leadership attendance from Wisetail	Annual Executive Business Review	Email Support
Email Support	Email Support	Access to Knowledge Base
Access to Knowledge Base	Access to Knowledge Base	Access to The Drop and Client Communities
Access to The Drop and Client Communities	Access to The Drop and Client Communities	

Client Success Services Defined:

Dedicated CSM: Wisetail will provide a dedicated Client Success Manager to support the client throughout the duration of the contract.

The Client Success Manager will serve as a client liaison and advocate, assisting the client in reaching defined business goals.

Scheduled Weekly/Bi-Weekly Calls: Scheduled calls are the Client's opportunity to connect one-on-one with the Client Success Manager. These calls may be used for ongoing training, strategy, trouble-shooting and general project/site management.

Email Support: The Wisetail Client Success Manager will be accessible for email communication and inquiries.

Please note that Technical Support related correspondence will need to be routed directly through our Technical Support Desk.

Annual Strategic Planning Session: Strategy Sessions are designed to assist the Client in working through challenges or leveraging opportunities to reach your business goals.

Client Success Manager and Client will collaborate to set a strategic goal and outline a plan for achieving the goal.

Annual Executive Business Review: The purpose of the annual EBR is to discuss and review prog-ress towards current business goals, new strategic business goals/objectives, product roadmap and upcoming feature releases, adoption/vitality/utilization, areas of opportunity, areas of concern.

Full Access to Self-Guided Training Resources: The Drop and Knowledge Base

The Drop: Client portal hosted by Wisetail on Wisetail's platform. Within The Drop, you will have ac-cess to self-guided training courses and learning pathways.

Knowledge Base: The hub for all educational documentation on the features and functionality of the Wisetail Platform.

Access to the Wisetail Community, including: Discussion Boards, Events & Webinars

As a Wisetail client, you will have access to our diverse community of Wisetail experts. Clients are in-vited to join discussion boards designed to connect members of the Wisetail community, and provide peer-to-peer learning and sharing of best practices on the Wisetail platform.

Events/Webinar: You will be invited to join our live events and webinars.

Services outside of the Client Success Scope of Work:

Professional Services outside of the services outlined above: Wisetail offers a variety of strategic professional services beyond the services outlined above. These offerings are not included as part of the standard Client Success Services.

Implementation Services: Wisetail Client Success Services does not encompass the Wisetail imple-mentation. If additional implementation services are required beyond the implementation project time-line, Client can purchase these services through a professional service offering.

Producing or building content: Wisetail Client Success Services do not include the production or build-out of content on behalf of the client.

Site Design: Wisetail Client Success Services do not include execution of site design or layout (Unless purchased through a Professional Services Package).

Branding Materials: Wisetail Client Success Services do not include production or development of branding materials (colors, fonts, logos, etc.) Unless purchased through a Wisetail Design Package.

IT support from the Wisetail team: Wisetail cannot serve as your internal IT support and will be limited in the services we can provide related to owned URLs and IP addresses, internet connectivity, hardware, third party technical relationships and other IT functions.