

14.2 Changes in Personnel After Initial Opening.

All new members of the Franchisee's Management Staff hired after the initial opening of the Restaurant must attend the training program prescribed by PizzaRev in the Operations Manual within 14 days after being hired or promoted by the Franchisee. If any member of the Management Staff fails to successfully complete the required training program within 60 days after the date of hiring, then the Franchisee will not permit that employee to continue to participate in the operation of the Franchisee's Restaurant.

14.3 Required Training of New Personnel.

The initial training program for new members of the Management Staff hired after the opening of the Restaurant will be conducted in or near Los Angeles, California, or at another location designated by PizzaRev. The Franchisee will be required to pay the Per-Diem Training Fee charged by PizzaRev for each new Management Staff member trained by PizzaRev after the opening of the Restaurant. If PizzaRev, at its option, provides the initial training program, or any portion of the initial training program, for any Management Staff member at the Franchised Location (rather than at PizzaRev's designated training location), then the Franchisee will, within 10 days after receipt of an invoice indicating the amount owed, pay PizzaRev (a) the Per-Diem Training Fee for each trainer, and (b) for all Travel Expenses incurred by each trainer.

14.4 Additional Training.

The Franchisee, the Franchisee's Management Staff and other employees of the Franchisee may be required by PizzaRev to attend, at the Franchisee's expense, additional training on the dates scheduled by PizzaRev at the Franchised Location, or another location designated by PizzaRev, on topics to be determined by PizzaRev if the Franchisee's Restaurant fails to meet certain performance standards established by PizzaRev or PizzaRev otherwise determines, in its sole discretion, that additional training is necessary or required. The Franchisee may also request that one or more members of the Franchisee's Management Staff undergo additional training on the dates scheduled by PizzaRev, at the Franchisee's cost. Whether the additional training is required by PizzaRev or requested by the Franchisee, the Franchisee will pay the Per-Diem Training Fee for each member of the Management Staff trained, and will reimburse PizzaRev for the Travel Expenses of its trainers.

14.5 Payment of Salaries and Expenses.

The Franchisee will pay all Travel Expenses and the Salaries and Benefits for all employees of the Franchisee who attend any PizzaRev training program on behalf of the Franchisee.

14.6 Opening Assistance.

PizzaRev will provide an opening assistance team consisting of three trainers (the "Opening Team") to assist the Franchisee with (a) implementing the PizzaRev System at the Franchisee's PizzaRev Restaurant, and (b) training the Franchisee's staff and kitchen employees (collectively, "Opening Assistance"). Various members of the Opening Team will be present at the Franchisee's Restaurant to provide Opening Assistance for seven days, with at least two but not more than three Opening Team members present at the Franchisee's PizzaRev Restaurant for a period of four days, and at least one Opening Team member present at the Franchisee's PizzaRev Restaurant for the entire seven-day period. If it is determined by PizzaRev, in its sole discretion, that it is necessary for more than three trainers to be simultaneously present at the Franchisee's Restaurant or if any member of the Opening Team is required to remain at the Restaurant for more than the number of days specified above, then the Franchisee will pay PizzaRev the Per-Diem Training Fee and the additional Travel Expenses for each additional day of on-site Opening Assistance provided by each member of the Opening Team within 10 days after receipt of an invoice from PizzaRev indicating the amount owed. The Franchisee will

schedule the grand opening of its PizzaRev Restaurant on the date specified in writing by PizzaRev

14.7 Release and Indemnification.

The Franchisee and its Owners hereby waive any right to sue for Damages or other relief, and release all known and unknown Claims they may allegedly have against PizzaRev and/or any of its Affiliates and their employees, agents, officers and directors, arising out of the adequacy or accuracy of the information provided at or any activities occurring during any training program, additional training and/or opening assistance (collectively referred to as "Training" in this Article), or any harm or injury any attendee or participant suffers during and as a result of his/her attendance at or participation in the Training. The Franchisee and the Owners agree to hold PizzaRev, its Affiliates and their employees, agents, officers and directors harmless for any Claims or Damages incurred by the Franchisee, the Owners or any of their Affiliates, employees, agents, officers and directors arising out of, in any way connected with or as a result of attendance at or participation in the Training. The Franchisee, the Owners and all persons who attend and participate in the Training on behalf of the Franchisee will sign the documentation required by PizzaRev or an Affiliate as a condition to their attendance at, participation in and successful completion of the Training.

14.8 Certified Trainer.

If this Agreement is for the sixth or a subsequent PizzaRev Restaurant to be opened by the Franchisee as an Area Developer (or a Controlled Entity) pursuant to an Area Development Agreement with PizzaRev, and the Franchisee has a Certified Trainer who has complied with requirements of the Area Development Agreement, then the Certified Trainer will participate in and/or provide the Training Program, the training of newly hired Management Staff Members, the additional training of the Franchisee's Management Staff and other employees as may be required by PizzaRev, and the Opening Assistance for the Restaurant as a member of the Opening Team for the Restaurant (collectively, the "Certified Trainer Obligations"). To the extent that the Certified Trainer participates in and/or provides the Certified Trainer Obligations for the Restaurant, PizzaRev's obligations under this Agreement to provide Training and Opening Assistance will be adjusted accordingly as determined by PizzaRev.

ARTICLE 15 INSURANCE

15.1 Insurance Requirements.

The Franchisee will, at its sole cost and expense, maintain in force policies of insurance issued by carriers that meet PizzaRev's standards covering various risks, as specified in writing by PizzaRev in this Agreement, the Operations Manual or otherwise in writing from time to time during the term of this Agreement. PizzaRev will specify the types and amounts of coverage required under such policies and can require different and/or additional kinds of insurance coverages at any time during the term of this Agreement.

15.2 General Liability Insurance.

The Franchisee will procure and maintain in full force and effect, at its sole cost and expense, a general liability insurance policy with coverage of at least \$2,000,000 per occurrence and \$4,000,000 aggregate insuring the Franchisee, PizzaRev and their respective Executive Management, agents and employees from and against any and all Claims and Damages of any kind whatsoever, including bodily injury, personal injury, food poisoning or other sickness, death, property damage, products liability and all other occurrences resulting from (a) the condition, operation, use, business or occupancy of the Franchisee's Restaurant and the Franchised

Location, including the surrounding premises or area, the parking area and the sidewalks of the Franchised Location, and (b) any catering or delivery services provided by the Franchisee's Restaurant

15.3 Liquor Liability Insurance.

The Franchisee will procure and maintain in full force and effect, at its sole cost and expense, liquor liability insurance with coverage of at least \$2,000,000 per occurrence insuring the Franchisee, PizzaRev and their respective Executive Management, agents and employees from any and all Claims and Damages of any kind whatsoever, including bodily injury, personal injury, death, property damage and all other occurrences, resulting from the sale or service of liquor by the Franchisee or any of the Franchisee's employees in connection with the Franchisee's Restaurant

15.4 Automobile Liability Insurance.

The Franchisee will procure and maintain in full force and effect, at its sole cost and expense, automobile liability insurance with coverage of at least \$2,000,000 per occurrence insuring the Franchisee, PizzaRev and their respective Executive Management, agents and employees from any and all Claims and Damages of any kind whatsoever resulting from the use, operation or maintenance of all automobiles or vehicles owned by the Franchisee or used by the Franchisee or any of the Franchisee's employees (including automobiles owned or leased by any employee of the Franchisee) in connection with the Franchisee's Restaurant, including the catering and delivery services provided by the Franchisee's Restaurant

15.5 Property Insurance.

The Franchisee will procure and maintain in full force and effect, at its sole cost and expense, "all risks" property insurance coverage, which will include fire and extended coverage and, if applicable based upon the location of the Franchised Location, wind, hurricane, flood and/or earthquake coverage, for the FF&E and other property owned or leased by the Franchisee and used by the Franchisee at the Franchised Location. The Franchisee's property insurance policy (including fire and extended coverage) must have coverage limits equal to at least actual "replacement" cost of the FF&E and the other property of the Franchisee used in the business operations of the Restaurant

15.6 Business Interruption Insurance.

The Franchisee will procure and maintain, at its sole cost and expense, business interruption insurance insuring the Franchisee for the "Actual Loss Sustained" for a minimum of 12 months from the date of any interruption in the operation of the Franchisee's Restaurant until at least 60 days after the Restaurant reopens for business. If "Actual Loss Sustained" coverage is not available to the Franchisee, then the Franchisee will procure and maintain, at its expense, business interruption insurance in an amount equal to at least 90% of the Franchisee's Revenues for a minimum of 12 months, less non-continuing expenses

15.7 Building Insurance.

If the Franchisee, or any of the Franchisee's Owners, owns, either directly or indirectly, the building or the business premises at the Franchised Location, then the Franchisee will insure the building or the business premises for and against all risk, loss and damages in an amount equal to at least actual "replacement" cost. If the Franchised Location is either partially or completely destroyed by fire or any other catastrophe, then the Franchisee will use the insurance proceeds to repair or reconstruct the Franchised Location and recommence business as soon as reasonably possible

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