

FOODSERVICE TRAINING PORTAL, LLC

"Basic Food Safety eStart™", "Sexual Harassment eStart™", "Anti-Bias eStart™", "Allergen eStart™", "Customer Service eStart™", "Active Shooter Prep Online™", "Server eStart™", "Bartender eStart™", "Zero Waste eStart™", "Halal eStart™", "Kosher eStart™", "Intro to Wine™" and "Intro Beer & Spirits™"

LICENSING AGREEMENT

AGREEMENT, effective as of _____, 20____, made between Foodservice Training Portal, LLC ("FSTP"), a Delaware corporation, ("Licensor") and _____, ("Licensee").

1. License

- a) Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to use FSTP's "Basic Food Safety eStart™", "Sexual Harassment eStart™", "Anti-Bias eStart™", "Allergen eStart™", "Customer Service eStart™", "Active Shooter Prep Online™", "Server eStart™", "Bartender eStart™", "Zero Waste eStart™", "Halal eStart™", "Kosher eStart™", "Intro to Wine™" and "Intro Beer & Spirits™" interactive multimedia training programs ("program(s)") owned by FSTP for the purpose of training Licensee's employees in the areas of food safety, wine basics, beer basics, spirits basics, active shooter prep and response training, position training and sales & service.
- b) This License is expressly limited to the internal use by Licensee and Licensee agrees that Licensee will not sell, distribute, or make available in any form including the Internet, or any other channel, or otherwise use the program(s) in print or digital form except as provided in this Agreement.
- c) Licensee acknowledges that the programs constitute a proprietary design and content that is the property of FSTP and is protected by U.S. copyright. Licensee shall exercise all precautions, commensurate with reasonable standards of industrial security for the protection of trade secrets and proprietary information to insure that FSTP's proprietary information is not disclosed.
- d) The Title to the programs shall always remain in FSTP. Licensee shall keep the program free and clear of any claims, liens, or encumbrances.
- e) Licensee agrees not to modify any of the content of the program(s) in any manner without the express consent of FSTP, which consent shall not unreasonably be withheld.
- f) Subject to terms and conditions of this Agreement, FSTP hereby grants to Licensee a personal, nonexclusive and nontransferable right and license to use and display the FSTP logo and trademarks (the "Marks") solely in connection with and solely to the extent reasonably necessary for its obligations under this Agreement. FSTP will provide the graphic files necessary for usage of the Marks. Licensee's use of the Marks hereunder shall be subject to the prior written or email approval of FSTP and subject to compliance with FSTP's Mark usage guidelines that may be provided to Licensee from time to time. Licensee agrees that its usage of the Marks, shall be subject to the following: (i) as between FSTP and Licensee, FSTP shall, at all times, have and retain sole ownership of the Marks, including the goodwill pertaining thereto; (ii) Licensee shall not use the Marks or any other trademarks or trade names of FSTP (or its affiliates) as part of its corporate name or as part of the name of any product of Licensee; (iii) Licensee shall not remove or alter any patent, copyright or other proprietary notices or Marks on the FSTP products; and (iv) Licensee shall not, at any time, do or permit to be done any act which may in any way impair or prejudice the rights of FSTP in the Marks.
- g) This License also entitles subscribers to the "Basic Food Safety eStart™", "Sexual Harassment eStart™", "Anti-Bias eStart™", "Allergen eStart™", "Customer Service eStart™", "Active Shooter Prep Online™", "Server eStart™", "Bartender eStart™", "Zero Waste eStart™", "Halal eStart™", "Kosher eStart™", "Intro to Wine™" and "Intro Beer & Spirits™" courses to use FSTP's Learning Management System ("LMS"), for record management and data storage of student training information.
- h) Upon successful completion of a course, students have the opportunity to print a Certificate of Achievement.

2. Licensee Obligations

In consideration for the license defined in Section 1, the Licensee shall pay the Licensor a subscription fee of \$299.00 per location, per year. (Unless another negotiated rate is otherwise posted or established between Licensor and

Licensee.)

Licensee may cancel/discontinue the per location subscription service by giving thirty (30) days advance written notice prior to the anniversary date, in which case no further fees will be payable. (Price is subject to change.)

- a) Multiple foodservice establishments that operate at one physical location must pay individual site license fees. (i.e. hotels, resorts, etc.) This policy also applies to restaurant groups with multiple locations, as each location will be assessed an individual site license fee.
- b) If a multi-location operator does not purchase a site license for all locations as noted in section (a) above, the account for the purchased location will be capped at 40 student seats.
- c) By purchasing a subscription to a FSTP Training Program, Licensee acknowledges they have read and understand the System Requirements.

Licensee acknowledges that a breach of any of the terms of this Agreement may result in suspension or termination of their FSTP Training Account. Account access may be restored once the breach is rectified, based on the best judgment of the Licensor.

3. Licensor Obligations

In consideration for the license fees paid to Licensor by Licensee pursuant to Section 2 above, Licensor shall deliver access to the program, any related software and documentation to Licensee on the effective date. Licensor agrees to only use the Licensee name & Marks, when referring to the Licensee as a client, with permission from Licensee.

4. Warranties, Disclaimer

- a) Licensor represents and warrants to Licensee that Licensor has full power and authority to enter into this Agreement and to grant the rights granted in this Agreement; that the program is original except for any materials in the public domain; that the program does not contain any injurious programs or infringe any party's trademark, copyright or patent, and does not invade or violate any statutory right; that the program and related downloads/materials delivered are free of any virus.
- b) Licensor shall indemnify Licensee and hold Licensee harmless from any and all losses, damages, liabilities, costs, charges and expenses arising out of the breach of any representation or warranty of the Licensor contained herein.
- c) Licensor makes no warranty, express or implied, as to results to be obtained by any person or entity from the use of the program.
- d) Licensor warrants that the program will operate in the manner as described in the documentation.
- e) The FSTP Training Programs and LMS may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. FSTP is not responsible for any such delays, delivery failures or other damage resulting from such problems.

5. Proprietary Rights

Subject to the terms and conditions of this Agreement, Licensor shall retain each and every right in the program throughout the world which shall include, but not be limited to, all copyrights (and renewals, extensions and continuations of copyright) in the program and in all derivative works and the exclusive right to grant these rights to any third-party.

6. Payment Terms

Licensee shall deliver full payment to the Licensor before access will be granted to the FSTP Training Programs and/or the LMS.

7. Refunds

A refund of the subscription fee will be issued for any reason within 5 days of initial purchase- provided no students have accessed the training. Cancellation/Refund requests must be submitted in writing to Licensor.

8. Governing Law

This agreement shall be interpreted and construed in accordance with and governed by the laws of the state of

Delaware.

9. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not unreasonably be withheld.

10. Complete Agreement

This Agreement constitutes the complete understanding of the parties and no representations other than those expressed herein are binding on the parties. No modification of this Agreement shall be binding on either party unless accepted in writing by both parties hereto.