

SAFE FOOD SOLUTIONS, LLC
BASIC FOOD SAFETY eSTART, LICENSING AGREEMENT

AGREEMENT, effective as of _____, 2011, made between Safe Food Solutions, LLC, 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 Basic Food Safety eStart , an interactive multimedia training program ("program") owned by Safe Food Solutions, LLC for the purpose of training Licensee's employees on safe food handling and preparation procedures.
- 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 in print or digital form except as provided in this Agreement.
- c) Licensee acknowledges that the program constitutes a proprietary design and content that is the property of Safe Food Solutions, LLC 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 Safe Food Solutions, LLC's proprietary information is not disclosed.
- d) The Title to the program shall always remain in Safe Food Solutions, LLC. 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 Safe Food Solutions, LLC, which consent shall not unreasonably be withheld.
- f) Subject to terms and conditions of this Agreement, Safe Food Solutions, LLC hereby grants to Licensee a personal, nonexclusive and nontransferable right and license to use and display the Safe Food Solutions' logo and trademarks (the "Marks") solely in connection with and solely to the extent reasonably necessary for its obligations under this Agreement. Safe Food Solutions, LLC 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 Safe Food Solutions, LLC and subject to compliance with Safe Food Solutions' 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 Safe Food Solutions and Licensee, Safe Food Solutions 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 Safe Food Solutions (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 Safe Food Solutions' 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 Safe Food Solutions in the Marks.
- g) During the term of this Agreement, Safe Food Solutions may refer to the Licensee as a Safe Food Solutions' customer, orally and in writing. Safe Food Solutions, LLC is hereby granted the right to use the Licensee's logo solely for the purpose of referring to the Licensee as a Safe Food Solutions' customer.
- h) This License also entitles subscribers to the Basic Food Safety eStart course to use the Foodservice Training Portal, a Learning Management System ("LMS"), for record management and data storage of student training information. Account Administrators will have active User IDs in the LMS for the duration of the subscription period. A Learner/Student will remain active in the system for 60 days after the initial User ID is created. LMS records for training locations will be archived at least 1 (one) time each year. After archival, a location's training statistics, up to the archival date, will be saved as an Adobe PDF document and accessible to the Account's Administrator via their Home Page in the Foodservice Training Portal.
- (i) Upon successful completion of a course, students have the opportunity to print a Certificate of Achievement. Certificates must be printed at the time of course completion. If a student or organization requires an additional copy of a Certificate, reprints are available for \$19.95 each. A copy of the Certificate of Achievement (reflecting the training statistics in the student profile) will be mailed (with Delivery Confirmation) within 5-7 business days of

the request and purchase. (Retaking a course/quiz and printing the Certificate at the time of course completion can create a new Certificate of Achievement.)

2. Licensee Obligations

In consideration for the license defined in Section 1, the Licensee shall either pay the Licensor a subscription fee of \$299.00 per location, per year **OR** pay the Licensor a per student rate of \$9.95 (*requiring a minimum purchase of ten (10) students*) in accordance with the payment provisions set forth in Section 6.

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 operating 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) By purchasing a subscription or per student access to the Basic Food Safety eStart 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 Basic Food Safety eStart 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.

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 Basic Food Safety eStart Training Program and LMS may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Safe Food Solutions, LLC 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 (for each site or student included in the subscription) to the Licensor before access will be granted to the Basic food Safety eStart Training Program and/or the LMS.

7. Refunds

A refund of fees will be issued for any reason within 5 days of initial purchase. 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.