

## **VINO 101, LLC**

### **Vino 101 "An Introduction to Wine" and "Beer & Spirits", LICENSING AGREEMENT**

AGREEMENT, effective as of \_\_\_\_\_, 2013, made between Vino 101, 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 Vino 101, LLC's "An Introduction to Wine" and/or "Beer & Spirits," interactive multimedia training programs ("program(s)") owned by Vino 101, LLC for the purpose of training Licensee's employees on wine basics, beer basics, spirits basics, 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 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 Vino 101, 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 Vino 101, LLC's proprietary information is not disclosed.
- d) The Title to the programs shall always remain in Vino 101, 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 Vino 101, LLC, which consent shall not unreasonably be withheld.
- f) Subject to terms and conditions of this Agreement, Vino 101, LLC hereby grants to Licensee a personal, nonexclusive and nontransferable right and license to use and display the Vino 101 logo and trademarks (the "Marks") solely in connection with and solely to the extent reasonably necessary for its obligations under this Agreement. Vino 101, 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 Vino 101, LLC and subject to compliance with Vino 101'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 Vino 101 and Licensee, Vino 101 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 Vino 101 (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 Vino 101 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 Vino 101 in the Marks.
- g) During the term of this Agreement, Vino 101 may refer to the Licensee as a Vino 101 customer, orally and in writing. Vino 101, LLC is hereby granted the right to use the Licensee's logo solely for the purpose of referring to the Licensee as a Vino 101 customer.
- h) This License also entitles subscribers to the "Introduction to Wine" and/or "Beer & Spirits" courses 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 purchase. A PDF of the Certificate of Achievement (reflecting the training statistics in the student profile) will be emailed within 2 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 pay the Licensor a subscription fee of \$299.00 per location, per year.

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 sell/serve alcohol 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 a Vino 101 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 Vino 101 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 Vino 101 Training Programs and LMS may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Vino 101, 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 to the Licensor before access will be granted to the Vino 101 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. 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.