

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/12/2021

Contract/Lease Control #: C21-3068-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: RESTAURANT TECHNOLOGIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/12/2021

Expiration Date: 04/11/2022 W/YEARLY AUTO RENEWALS

Description of: OIL SUPPLY AND FILTRATION MONITORING

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Haylea Schmid	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: RTCertificates@Marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Twin City Fire Insurance Company		29459
INSURER B: American Guarantee and Liability Ins Co		26247
INSURER C: Hartford Fire Insurance Company		19682
INSURER D: Property & Casualty Ins Co of Hartford		34690
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1359107992 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	VEHICLE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				41ECSS18109	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 Self Insd Retention \$ 100,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				41CSES18112	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				AUC107156503	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		41WNS18107 41WBRS18108 (VM Only)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation policy (41WNS18107) includes Employers Liability coverage for the states of Ohio, North Dakota, Washington, and Wyoming. Loews Miami Beach Hotel Operating Company, Inc., Miami Beach Redevelopment Agency, MB Redevelopment, Inc., City of Miami Beach and their respective parents, subsidiaries and affiliates are included as Additional Insured on a primary and limited to the General Liability coverage. A Waiver of Subrogation applies on General and for Workers Compensation with respect to work performed by the named insured agreement.

CONTRACT# C21-3068-TDD
 RESTAURANT TECHNOLOGIES, INC.
 OIL SUPPLY AND FILTRATION MONITORING
 EXPIRES: 04/11/2022 W/YEARLY AUTO RENEWALS

CERTIFICATE HOLDER Okaloosa County BOCC 5479A Old Bethel Rd. Crestview FL 32536	CAI SHOULD ANY OF THE ABOVE DESCRIBED... THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DeRita Mason

From: Lisa Price
Sent: Tuesday, April 6, 2021 3:32 PM
To: DeRita Mason
Subject: RE: Reminder: Request for eSignatures

Approved by Risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, April 6, 2021 11:24 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Reminder: Request for eSignatures

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4284-21
Procurement/Contractor/Lessee Name: RTI, Inc. Grant Funded: YES ___ NO X
Purpose: Oil supply & Filtration Agreement
Date/Term: 3yrs w/ 2 1yr renewals 1. GREATER THAN \$100,000
Department #: 1173 2. GREATER THAN \$50,000
Account #: 544640 3. \$50,000 OR LESS
Amount: \$ 4072.00
Department: TDD Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Be Date: _____
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal bids Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 4-6-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 4-6-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C21-3068-TDD

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, March 15, 2021 5:14 PM
To: Charlotte Dunworth
Subject: RE: RTI Agreement

Hey Charlotte:

Your revisions look good if we end up using this contract based on the procurement quotes. In addition, they will need to fill out a scrutinized contractor certificate that Purchasing has, new requirement under the law.

Have a good day,
Kerry

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308

T. (850) 224-4070

Kparsons@ngn-tally.com

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From: Charlotte Dunworth
Sent: Friday, March 12, 2021 3:38 PM
To: Parsons, Kerry
Subject: RTI Agreement

Hi Kerry-

Our contract with RTI for kitchen oil expires in April. We currently pay only the system maintenance fee and Aramark has a separate contract for the oil. RTI is no longer able to issue separate contracts, so we'll be contractually responsible for the oil, but Aramark will pay the oil invoices.

http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C16-2393-TDD.pdf

We have the Standard Indoor System, so the annual cost will be \$4072. We're going to get quotes for this, but I believe RTI is the only game in town and they were the only respondents 5 years ago. Anticipating they will again be the only respondent, thought I'd get a jump on things and request you review this contract concurrently with purchasing soliciting quotes. Thank you!

**OIL SUPPLY AND FILTRATION MONITORING
ARAMARK PROPERTY LEVEL AGREEMENT
Agreement Number 00016484.0**

<p>Supplier: Restaurant Technologies, Inc. 2250 Pilot Knob Road, Suite 100 Mendota Heights, Minnesota 55120-1127 Phone: 651-796-1600 Fax: 651-379-4082</p>	<p>("Effective Date"): 4/20/2021 Invoicing will start at date of install</p>
<p>("Customer") (legal name and address of financially responsible party): Okaloosa Conference Center 1250 Miracle Strip Pkwy. Ft. Wlaton Beach, Florida 32548 Phone: (850) 609-3915 Fax:</p>	<p>Property Name ("<u>Customer Unit</u>") and Installation(s) ("<u>Site(s)</u>") or see <u>Addendum(s)</u> for Sites: CONTRACT#: C21-3068-TDD RESTAURANT TECHNOLOGIES, INC. OIL SUPPLY AND FILTRATION MONITORING EXPIRES: 04/11/2022 W/ YEARLY AUTO RENEWALS</p>

Avendra, LLC ("Avendra") and Restaurant Technologies, Inc. ("Supplier") have entered into a supplier agreement effective as of January 1, 2015 ("Supplier Agreement" which includes an "Indemnity Agreement" to which Customer is a third party beneficiary), pursuant to which Supplier has agreed to provide certain products and services to certain of Avendra's customers. In accordance with the provisions of the Supplier Agreement and subject to the terms and conditions of this Property Level Agreement (the "Agreement" as further defined below), Supplier and Customer agree that, subject to the terms and conditions of this Agreement, Supplier shall: (a) lease and provide to Customer at the Site(s) the Supplier Cooking Oil Management System, including the equipment, (the "Oil System"), the services related thereto and the vegetable cooking oil specified below; and (b) if applicable, lease to Customer the Filtration Monitoring System, including the sensor devices and other monitoring equipment (the "FM System", and together with the Oil System, or individually, the "Systems") and provide the services related thereto, each as specified in this Agreement, for use at the Sites at which they are installed. Capitalized terms used herein have the meaning set forth in this Agreement.

Type of Oil: Canola

Customer agrees to the following initial term of this Agreement ("Initial Term") which commences on the Effective Date and ends one (1) year after the date upon which the first System is installed ("Installation Date"). The term of this Agreement shall renew automatically for successive renewal terms of one (1) year each (collectively with the Initial Term, the "Term"), unless either party gives notice to the other party of its intent not to renew, given not less than thirty (30) days prior to the end of the then current term or unless earlier terminated as set forth herein. Notwithstanding anything to the contrary hereunder, Customer shall have the right to terminate this Agreement at any time without cause, on at least thirty (30) days' notice to Supplier and payment of the Removal Fee.

Price of Oil:

Fresh Oil Booked Price of fresh oil (as agreed to by Supplier and Avendra) plus USD \$0.8644 per pound ("Overage Price").

Adjustments to Fees:

Notwithstanding anything to the contrary in this Agreement, Supplier may annually, upon thirty (30) days' prior notice to Customer, increase its Overage Price by an amount not to exceed the percentage increase in the Blended Index for such year. Supplier shall not apply this increase to any Customer that has executed a Property Level Agreement within the past six (6) months.

The program fee per applicable System ("Program Fee") shall be based on the type of unit and poundage of oil purchased a week as follows:

Type of Unit	Weekly Program Fee per Site (\$USD)
Standard Indoor System	\$78.31
1,400 lb. Outdoor System	\$91.37
1,000 lb. Capacity Indoor Tanks	\$84.84
1,000 lb. Portable Unit	\$32.63
350 lb. Portable Unit	\$16.32
FFM	\$8.00

Digital Communication Device:

Removal Fee: The Program Fees have been established assuming renewal of this Agreement for multiple years. Therefore, Removal Fees are based on the number of years since the Installation Date of the applicable System being removed. However, upon any early termination under this Agreement for cause by Customer as provided in Section 6(a) of the Terms and Conditions, no Removal Fee is due. Except as set forth in the preceding sentence, on any non-renewal or termination of this Agreement, Customer shall pay to Supplier a "Removal Fee" as further described below and pursuant to Section 6(c) of the Terms and Conditions.

When Removed:	Removal Fee
Less than 1 year from installation	\$5,300.00
Between 1 year and less than 2 years from installation	\$4,400.00
Between 2 year and less than 3 years from installation	\$3,500.00
Between 3 year and less than 4 years from installation	\$2,600.00
After 4 years of installation	\$1,700.00

Waste Oil Credit:

(i) Supplier shall credit each Site for waste oil removed (determined as a percentage of fresh oil delivered) from the System at such location (the "Waste Oil Credit") multiplied by the price per pound at which Supplier sold waste oil two (2) calendar months prior as follows: the first Sixteen United States Cents (USD \$0.16) per pound amount will go to Supplier, the second Four United States Cents (USD \$0.04) per pound amount will be credited to Customer for such Site, and the remaining portion, if any, will be shared equally (50/50) between Customer and Supplier.

(ii) The price per pound of waste oil sold will be determined as the average price at which Supplier sold waste oil (from all customers) two (2) calendar months prior (for example, the average price for the month of April 2018 would be applied to all deliveries in June 2018).

(iii) The amount of waste oil removed shall be calculated as a percentage of waste oil to fresh oil deliveries to customers under Supplier's current and prior agreement with Avendra, LLC ("Relevant Customers"). The percentage of waste oil to fresh oil will be recalculated as an average of all properties within the Relevant Customers at the end of each calendar year and will be used as a percentage calculation for the following calendar year.

(iv) Waste Oil Credit will be applied to each delivery invoice and is only applied if there is waste oil to pick up.

For example: If there is waste oil to remove and the waste oil was sold 2 months prior for \$0.34 per pound, Supplier would retain \$0.16, Customer would get \$0.04, then the parties would split the remaining \$0.14 equally per pound (of fresh oil delivered multiplied by the applicable ratio).

Payment Terms: Invoices for oil will be delivered as oil is delivered. Supplier shall invoice Customer no more frequently than monthly for Program Fees and other amounts due hereunder (such as Removal Fees). Customer shall pay amounts by virtual card number within 45 days after the invoice date. All prices exclude federal, state and local taxes which shall be added to the sales price.

Any payment for cooking oil, Program Fees or other amounts due hereunder which are made later than twenty (20) days after the due date may be subject to interest at a rate of 1% per month until the date such amount is paid without limiting the remedies in the Terms and Conditions.

Renewal Fees: Fees charged during any renewal or extended term after the Initial Term shall be in accordance with the pricing

agreed between Supplier and Avendra at such time.

Additional Services: Any services not included in this Agreement shall be performed by Supplier only when requested by an authorized Customer representative in writing. Any additional cost for such extra services shall be agreed to in writing by both parties in advance of such extra services being performed. Any such extra services agreed to by the parties shall be subject to all of the terms and conditions set forth herein.

New Fresh Oil or Waste Oil Lines: If over one hundred fifty (150) feet in length from tanks to fryers or over sixty (60) feet from fill box to tanks or which connect multiple fryers: an additional price may be quoted by Supplier prior to installation of a unit.

This Agreement has been approved by Avendra, LLC and is comprised of: (a) this three page coversheet; (b) the attached Terms and Conditions; and (c) the Addendum(s) and any attachments referenced therein and any exhibits attached hereto and any attachments referenced therein. As part of this Agreement, Customer will also be accessing and using Supplier's proprietary website at www.rtitom.com and/or other designated websites as determined by Supplier ("Website") and Customer's use of Supplier's Website shall be subject to the Terms of Service and the Privacy Policy stated therein. Customer consents to Avendra's access to Supplier's Total oil Management System with respect to Customer's participation hereunder. This Agreement (a) represents the entire understanding between the parties hereto with respect to the subject matter set forth herein, (b) supersedes all negotiations, agreements, contracts, commitments, and understandings, both verbal and written, between the parties with respect to the subject matter set forth herein, and (c) does not operate as an acceptance of any conflicting terms and conditions in, and shall prevail over any conflicting provisions of, any purchase order or any other instrument of the parties.

In the event of any conflict between the documents that comprise this Agreement, the documents shall be interpreted in the following order of priority: (a) coversheet; (b) Terms and Conditions; (c) Addendum(s) and exhibits; (d) Terms of Service (which only governs the use of the Website); and (e) Privacy Policy (which only governs the information Supplier collects when Customer uses the Website). The parties have executed this Agreement as of the Effective Date.

Provider: Restaurant Technologies, Inc.

Customer: Okaloosa Conference Center

Signature: Rocky Harris

Signature: Jeffrey Hyde

Name: Rocky Harris

Name: Jeffrey Hyde

Title: Key Account Specialist

Title: Purchasing Manager

Date: 3/9/2021

Date: 4/12/2021

This contract not valid unless accepted by an authorized Provider Manager or Company Officer

Terms and Conditions

1. Lease of Systems. Subject to the terms and conditions of this Agreement, Supplier hereby leases the Systems to Customer solely for use by Customer as installed by Supplier at the applicable Site(s) during the Term for the purposes (a) for the Oil System, as described in Section 2, and (b) for the FM System, of Customer monitoring the portions of the Oil System and other equipment to which the FM System is attached. Customer has no right, title, or interest in the Systems except as provided in this Agreement. Customer authorizes Supplier to file a copy of this Agreement as a financing statement and authorizes Supplier to file UCC financing statements evidencing the interest of Supplier in the Systems. To the extent the Systems contain software, the lease of the Systems includes a non-exclusive, non-transferable license, without right of sublicense, solely to use the software for Customer's use of the applicable System only as set forth herein during the Term. Customer may not copy, modify or create derivative works of, display, distribute, reverse engineer, disassemble, decompile or dismantle the software, and Supplier reserves all rights in the software not granted herein.

2. Purchase of Cooking Oil. Customer shall purchase from Supplier all of its requirements for cooking oil to be used in the Oil System(s). Supplier shall deliver cooking oil to and provide removal services for all used oil from the Oil Systems. Supplier has title to and rights to all used oil generated at the Site(s) covered by this Agreement as soon as it is back in the Oil System. The Oil System shall be used only to deliver and handle cooking oil delivered by Supplier. If Customer breaches the foregoing sentence, including without limitation by introducing oil provided by a third party (not Supplier) to the Oil System, without Supplier's prior written consent, Supplier may terminate this Agreement, effective on written notice to Customer, which notice shall terminate Supplier's obligations under this Agreement and entitle Supplier to exercise all rights and remedies under this Agreement and at law and in equity, including without limitation the right promptly to take possession of the Oil System. Such termination shall not in any way affect Customer's obligations to return each Oil System to Supplier as provided in Section 6 or Customer's obligation to pay in full all amounts due to Supplier under this Agreement.

3. FM Services.

(a) **Definitions.** "**FMS Data**" means all electronic data collected by any FM System and submitted automatically to the FM Services and all electronic output generated automatically by the FM Services based on such data. FMS Data excludes any of Supplier's content or analysis available on or via the Website, use of which is governed by the Terms of Service. "**FM Services**" means the Web-based services available via the Website for use with each FM System and FMS Data as described in Supplier's documentation from time to time. "**Supplier IP**" means each FM System and the FM Services, their components, content and methods of operation, the metrics and analytics used to collect, analyze and present the FMS Data, and all software and systems supporting the FM Services and FM System, and all intellectual property rights therein.

(b) **Access.** Supplier shall use commercially reasonable efforts to make the FM Services available to Customer pursuant to this Agreement. Subject to the terms and conditions of this Agreement, Supplier grants to Customer a non-exclusive, non-transferable license, without right of sublicense, to remotely access, via the Website, the FM Services for use by Customer solely for viewing, downloading and reproducing the FMS Data for internal business purposes and use of monitoring the Oil

System and other equipment to which each FM System is attached. Customer acknowledges that Avendra has required that Avendra have access to the FM Services and to Customer's FMS Data, and Customer agrees with such access rights.

(c) **Restrictions on Use.** This Agreement does not grant Customer the right to incorporate, merge or interface the FM Services into any products or services. Supplier reserves all rights in and to the Supplier IP not granted herein. Without limiting the generality of the foregoing, except as expressly permitted herein, Customer shall not, and shall not permit any user or other third party to: (i) upload, download, recreate, display, perform, post, copy, reproduce, replicate, frame, mirror, disclose, publish, modify, create derivative works of, or translate the Supplier IP, in whole or in part, or attempt to reverse assemble, reverse compile, reverse engineer, decompile, disassemble, or access the source code for the Supplier IP, or any component thereof; (ii) use the Supplier IP, in whole or in part, in the operation of a service bureau or on an application or software as a service provider basis to support anyone or to store any content other than the FMS Data collected automatically as a result of use of the FM System as permitted herein; (iii) rent, lease, sublicense, sell, assign, market, transfer, distribute or loan by any means the Supplier IP; (iv) allow access to the Supplier IP to parties other than users permitted hereunder; (v) design or create any software program or system or content, in whole or in part, with features or functions similar to the features or functions of any of the Supplier IP through use, evaluation, or viewing of the Supplier IP; or (vi) export or re-export, directly or indirectly, the Supplier IP into any country prohibited by the applicable laws and regulations in the United States of America. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding

(d) future functionality or features.

(e) **Users.** Customer's system administrator will be provided with a password and URL for access to and use of the FM Services by the number of users specified in the Addendum(s) for the purposes set forth herein. If no number is specified, there is no limit on the number of users. All users must be employees of Customer. Customer shall promptly notify Supplier of any unauthorized access to or use of the FM Services that becomes known to Customer.

(f) **Customer Responsibilities.** Customer shall be responsible for managing the list of authorized users and their corresponding level of access, contacting the Supplier Helpdesk to modify access to the FM Services, use of the FM Services by its users, and its users' compliance with this Agreement.

4. Installation, Maintenance, and Access. Supplier shall install the Systems at the Site(s) on mutually agreeable dates. Customer shall provide Supplier with reasonable access (a) before the scheduled installation for taking measurements, and (b) after the scheduled installation for maintenance of the Systems and for delivery and pickup of oil. Customer, at its expense, may be required to make certain modifications, electrical or otherwise, to accommodate Supplier's installation of the Systems.

5. Pricing and Payment Terms; Adjustments.

(a) **Non-Refundable Fees.** The price and payment terms for the rights and services set forth herein are set forth in the coversheet. Customer shall make payment for the lease and other fees due hereunder as set forth herein. Fees paid are non-

refundable and, except in the event of termination for cause by Customer, payment obligations are non-cancelable.

(b) Increases. Supplier may increase prices as set forth in the coversheet.

(c) Offset Rights. Supplier may hold any unapplied cash and credit from Customer and offset such amounts against future payments due, provided that any excess amount remaining after termination of this Agreement shall be returned by Supplier to Customer after offsetting any other amounts due hereunder.

(d) Additional Remedies. If at any time Customer is delinquent in the payment of any invoice, Supplier may, at its discretion, and without prejudice to its other rights, (i) demand adjustment in any payment terms and seek additional assurance from Customer as to payment, including without limitation requiring Customer to convert the payment terms to the terms of the Supplier EFT (ACH) Payment program, (ii) cease all efforts on services until such payment is received, including revoking Customer access to the FM Services, and refer the account to a collection agency or attorney to pursue collection of the delinquent amount (**Customer hereby consents to and waives notice and opportunity to cure** and Customer shall be responsible for any and all collection costs, including attorney's fees, collection agency fees, statutory fees and court costs incurred by Supplier as a result of Customer's failure to pay any amounts due under this Agreement), and/or (iii) terminate this Agreement if necessary to protect the value of Supplier's assets without any right to cure the payment default. If at any time Supplier reasonably determines that Customer's financial condition has undergone a material adverse change, Supplier may, in its discretion, and without prejudice to its other rights, demand adjustment in any payment terms and seek additional assurance from Customer as to payment.

6. Termination.

(a) If either party materially fails to observe or perform any of its other obligations under this Agreement or materially breaches a provision of this Agreement and does not cure the failure within thirty (30) days (ten (10) days for failure to make payment hereunder) after written notice from the other party, or if a party becomes insolvent or bankrupt, or has a receiver appointed, the non-defaulting party may terminate this Agreement, effective after such thirty (30) days (or ten (10) days as applicable) following delivery of written notice to the other party. This right of termination is in addition to whatever rights the non-defaulting party may have herein, at law or in equity.

(b) On non-renewal or any termination of this Agreement, Customer shall return the Systems and oil to Supplier in good repair, condition, and working order, ordinary wear and tear accepted, by providing Supplier with access to the Site, upon reasonable notice and demand from Supplier, for the purpose of removing the Systems and oil. If, after receiving prior written notice of such removal, Customer denies Supplier reasonable access to the Site to remove the Systems and oil, at Supplier's discretion: (i) Supplier may take possession of the Systems and oil without demand or notice, wherever the Systems are located, without any court order or other process of law; and/or (ii) Customer shall be responsible for any and all reasonable collection and removal costs and reasonable attorneys' fees and court costs incurred with respect to the removal of the Systems and oil or enforcement of subsection (i). This subsection (b) is in addition to the rights under subsection (c) and other rights and remedies.

(c) Upon any early termination by Customer under this Agreement other than for cause pursuant to subsection (a) above,

and upon any termination by Supplier as permitted herein or non-renewal of this Agreement, Customer shall also pay to Supplier the Removal Fee for removal of the Systems from each Site, as liquidated damages, without the Supplier having to present any evidence of the amount or character of actual damages sustained, and not as a penalty. The amount due for the Removal Fee for removal of the Systems at each Site is set forth on the coversheet.

(d) The following terms shall survive expiration or termination of this Agreement: Sections 2 (third and last sentence only), 3(c), 5, 6, 7, 8(a), (d), (e), (f) and (g), 9, 10, 13, 14, 15, 16, 17, 20 and 22. Termination or expiration of this Agreement does not release either party from any liability or obligation that, at the time of termination or expiration, has already accrued to the other party.

(e) All rights and remedies of the parties under this Agreement shall be cumulative and not exhaustive, except where stated to be exclusive or limited.

7. Property and Intellectual Property Rights.

(a) Customer acknowledges that Supplier IP embodies proprietary intellectual property owned or licensed by Supplier. This Agreement is not intended to, and shall not, convey any license, by implication, estoppel or otherwise, under any patent, copyright or other intellectual property rights of Supplier not expressly granted. The Systems shall remain the property of Supplier at all times, and the Systems shall remain personal property regardless of whether they becomes affixed or attached to real property or any improvement. Customer shall take no action that may compromise Supplier's personal or intellectual property rights, but instead shall take all reasonable actions required to safeguard such rights. In addition, Customer shall not, without Supplier's prior written consent, (i) alter, move, disassemble, or repair the Systems or remove any labels or notices on them, (ii) sell, pledge, mortgage, or otherwise encumber the Systems or any part thereof, (iii) attach or affix the Systems to a Site(s) or any other goods therein in such a manner as to become part of the Site or such other goods, or (iv) reverse assemble, reverse compile, reverse engineer, decompile, disassemble, or access any software incorporated into the Systems.

(b) As between the parties, Customer owns the FMS Data; provided, however, that: (i) Customer does not own any analysis of the FMS Data made by or for Supplier, whether or not made available to Customer via the FM Services; (ii) Customer grants, now and in the future, to Supplier a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and sublicensable license to upload, download, synchronize, reproduce, distribute, display, modify and create derivative works of, use and otherwise exploit the FMS Data for the purpose of providing the FM Services hereunder, and, during and after the Term of this Agreement, for any purposes if the identity of Customer is not ascertainable from the FMS Data, whether used in an aggregated form with other data or on its own; and (iii) Supplier shall have no obligation to deliver any FMS Data to Customer whether during or after the Term, except for the access described in Section 3(b) above.

8. Risk of Loss, Indemnification, Warranties, and Insurance.

(a) Risk of loss of the Systems (but not title) shall pass to Customer upon installation. Customer shall at its own expense maintain policies of insurance covering the replacement value of the Systems for all normal business and property risks and as to any public liability under Customer's policy.

(b) Supplier warrants to Customer that, upon delivery, the oil is fit for use in frying foods and shall conform with the specifications set forth on the "Product Data Sheets"/Material Safety Data Sheets in Attachment 2 to Exhibit A of the Supplier Agreement, as such specifications are updated from time to time.

(c) Supplier warrants to Customer that, upon delivery, the Systems are fit and sufficient for the typical purposes of businesses such as those of Customer, the Systems are merchantable, of good quality, and free from defects, whether patent or latent; and all Services shall be performed in a professional and workmanlike manner in conformity with Applicable Law (applicable statute, law, regulation, ordinance, order, decree or the like promulgated by any governmental authority) and the prevailing standards of quality in the industry.

(d) Supplier shall indemnify, defend, and hold harmless Customer from and against any claim, demand, cause of action, liability, loss, damage, cost or expense, including but not limited to reasonable attorneys' fees (all of the foregoing, collectively, "Claim"), which arises out of (i) a breach of any guaranty or warranty set forth above, or (ii) Supplier's negligence or willful misconduct in connection with the oil, Systems or services hereunder including services performed prior to entry into of this Agreement. The foregoing indemnity obligation shall exclude any Claim covered by Customer's indemnification obligations hereunder and any Claim if, and to the extent, that the same arises out of the negligence or willful misconduct of Customer or any acts or omissions of a third party outside of Supplier's control, and Customer shall reimburse Supplier for defense costs incurred by Supplier arising out of any such excluded Claim; provided, however, that Customer is not obligated to reimburse Supplier for defense costs incurred by Supplier arising out of any acts or omissions of a third party outside of Customer's control.

(e) Supplier's indemnification obligations hereunder are contingent upon the following: (i) Customer giving Supplier prompt notice in writing of any Claim which Customer has determined has given or could give rise to a right of indemnification under this Agreement; (ii) Supplier shall have the sole right, but not the obligation to, control the defense of Customer against any such Claim, utilizing counsel chosen in Supplier's sole discretion; provided, however, that Customer may participate in any such defense, at its own expense, by separate counsel of its choice; provided further, that any such participation shall not limit Supplier's ability to control such defense; and (iii) Customer cooperating with Supplier in the provision of any such defense by providing to Supplier all such information, assistance and authority as may reasonably be requested by Supplier. Notwithstanding the foregoing, (A) the untimely delivery of notice by Customer shall relieve Supplier of liability with respect to such Claim only to the extent Supplier shall have been materially prejudiced by lack of timely notice, (B) Customer shall not be required to take any action or execute any document that imposes any equitable or un-indemnified liability or remedy on Customer or that would adversely and materially affect the business or operations of Customer, and (C) Supplier will reimburse Customer for third-party, out-of-pocket expenses incurred in connection with the defense when the Supplier and Customer are cooperating pursuant to subsection 8(e)(iii) above. Furthermore, if Supplier refuses or fails to assume the defense of and indemnification for a Claim, then Customer shall proceed diligently to defend such Claim with the assistance of counsel, and Supplier shall thereafter reimburse Customer on a current basis as requested by Customer for all costs and expenses of defense for which Customer is entitled to indemnification.

(f) Supplier shall pay all costs and expenses, including but not limited to reasonable attorneys' fees, which may be incurred by Customer in connection with successfully enforcing any provisions of the foregoing indemnification obligation.

(g) Supplier's obligations under this Section 8 shall remain in force as to all Claims not barred by any applicable statute of limitations.

(h) Supplier shall carry at its expense during the entire Term of this Agreement (i) commercial general liability insurance written on an occurrence basis against claims for bodily injury, death or third party damage and such insurance shall include, without limitation, coverage for blanket contractual liability, broad form property damage, fire damage, legal liability, independent contractors, personal injury and advertising injury liability, products and completed operations liability and premises and operations liability, with a combined single limit of not less than Five Million United States Dollars (USD \$5,000,000.00) per occurrence; (ii) workers' compensation insurance that complies with all applicable workers' compensation laws on all employees working for Supplier; (iii) employer's liability insurance of not less than One Million United States Dollars (USD \$1,000,000.00) for each accident and disease and (iv) automobile liability insurance written on an occurrence basis, including owned, non-owned and hired vehicles, with a combined single limit of not less than One Million United States Dollars (USD \$1,000,000.00). All such insurance shall be issued by insurers with an A.M. Best Company rating of A- (Excellent), FSC XIV or better. For all insurance coverages, Supplier waives any rights of subrogation against Customer and Supplier will cause its insurers to do the same. The commercial general and automobile liability policies hereunder shall name Customer as an additional insured, shall be primary over any insurance maintained by Customer, and shall provide that Avendra will be given at least thirty (30) days' prior written notice of any cancellation or reduction in coverage under such policies.

9. Customer Indemnifications. Customer hereby agrees to indemnify and hold harmless Supplier from and against any and all third party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees and expenses, arising out of Customer's negligent use or misuse of the Systems, oil, or FM Services, including, without limitation, the possession, use, and operation of the Systems, oil, or FM Services; Customer's willful misconduct; Customer's other acts or omissions; or any breach by Customer of Sections 3, 4, 7, 8(a), 10 and/or 11.

10. Representations and Covenants. Customer represents, warrants and covenants that its execution, delivery and performance of this Agreement and the installation and operation of the Systems and use of the Systems, oil, and FM Services will not: (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or awards of any court, government agency or arbitrator presently in effect having applicability to Customer; (b) violate or contravene any provision of the articles or certificate of incorporation, bylaws or other organizational documents of Customer; (c) result in a breach of, conflict with, or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Customer is a party or by which it or any of its properties may be bound, or result in the creation of any lien thereunder; or (d) require the consent or waiver by any landlord or other third party, require the waiver of any lien, or cause the Systems or oil to be included in any collateral base.

11. Operation of the Systems. Customer shall operate each System according to operating instructions provided by Supplier from time to time, and in accordance with all applicable laws, ordinances, and regulations. Customer shall keep each System clean and in sound operating condition for daily use. Customer shall notify Supplier immediately of any need for repair or replacement of the Systems. Customer shall not undertake its own repair or replacement of parts of the Systems. A separate service fee may be charged for calls because of unapproved repair, vandalism, accident, Customer misuse or improper operation of the Systems that causes a System failure, or oil that causes an Oil System failure or any other liability. Customer shall bear the costs of operating the Systems including providing any electrical power runs and/or telecommunication lines required for the Systems to function or for access to the FM Services and services required to receive and access FMS Data (e.g. cell phones, pagers, email, faxes). Customer shall request Supplier to make available training of Customer's employees with respect to the operation of the Systems.

12. Limited Warranty re Maintenance and Repairs. Supplier warrants to Customer that Supplier shall deliver the Systems to each Site in good working order and shall perform the installation and servicing services for the Systems in a workmanlike manner. Supplier shall provide, at its cost, required preventive maintenance and upgrades to the Systems. Subject to Customer's obligations in this Agreement, Supplier shall repair the Systems or re-perform deficient services, and provide all necessary replacement parts required by normal wear and tear at Supplier's cost; *provided, however*, that Customer is solely responsible for, at its sole cost, any damage or injury caused as a result of acts and omissions of any Customer employee, contractor, agent or invitee at the Site, any loss or damage resulting from theft or acts of God, and any loss or damage resulting from a fire originating from a source other than the Systems or the oil. **Supplier's exclusive liability and Customer's sole remedy for any breach of the foregoing warranty shall be for Supplier to re-perform the applicable services at Supplier's expense.**

13. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY SUPPLIER IN SECTION 8 AND 12, SUPPLIER MAKES NO WARRANTIES UNDER THIS AGREEMENT. THE WEBSITE, FM SERVICES AND FMS DATA ARE PROVIDED BY SUPPLIER ON AN AS IS BASIS. SUPPLIER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, DIRECT AND INDIRECT, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SUITABILITY, WORKMANSHIP, ADEQUACY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE SYSTEMS OR ANY PART THEREOF, UPTIME, ACCURACY AND USE FOR THE WEBSITE, FM SERVICES AND FMS DATA, AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SUPPLIER DOES NOT WARRANT THAT THE WEBSITE, FM SERVICES, FMS DATA AND SYSTEMS WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY USERS OR THAT THE OPERATION OR USE OF THE WEBSITE, FM SERVICES, FMS DATA AND SYSTEMS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER IS SOLELY RESPONSIBLE FOR ADDRESSING CHANGES TO BE MADE OR OTHER IMPACTS AS A RESULT OF

REVIEW OF THE FMS DATA. Supplier shall not be liable for any loss, interruptions or delays in performance arising from an event of force majeure, including, but not limited to, delay, interruption or failure of telecommunication or internet transmission links and hardware or software failures, software viruses, power failure, acts of God and any other events outside Supplier's reasonable control.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE SUPPLIER AGREEMENT (INCLUDING THE INDEMNITY AGREEMENT AND SECTION 8), (a) SUPPLIER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR LOSS OR CORRUPTION OF DATA, OR THE LIKE, (b) IN NO EVENT WILL SUPPLIER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR SIMILAR DAMAGES, UNDER OR AS A RESULT OF THIS AGREEMENT, AND (c) IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE GREATER OF ONE MILLION DOLLARS AND THE AMOUNTS ACTUALLY PAID TO SUPPLIER BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING APPLIES WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR UNDER THIS AGREEMENT.

15. Transfer to a Third Party. Customer may not assign or otherwise transfer the Systems, oil, or this Agreement, in whole or in part, to a third party (including to affiliates) without the prior written authorization of Supplier, such authorization not to be unreasonably withheld or delayed. In the event of any purported transfer without such authorization, Supplier will have all of the remedies set forth herein for early termination (without any right to cure), and Customer shall indemnify and hold Supplier harmless from any and all reasonable costs, expenses and damages, including reasonable attorneys' fees and expenses, incurred by Supplier in relation thereto, including any claims from the third party to which the purported transfer was to be made. Supplier will authorize an assignment by Customer in connection with the transfer of all or substantially all of Customer's assets or stocks by reason of acquisition, merger or consolidation, or if Customer transfers all of its rights in the Site to a third party, if Customer meets all of the following conditions: (a) Customer delivers a copy of this Agreement to the third party prior to such transfer; (b) the third party agrees, in a written statement delivered to Supplier, to accept and abide by all the terms and conditions of this Agreement pertaining to the affected Systems and oil at the Site(s) acquired by such third party; (c) Customer has paid all fees due under this Agreement; and (d) the third party meets Supplier's then-current credit standards. In connection with any permitted assignment of this Agreement by Customer to a third party, Supplier reserves the right to change payment terms set forth herein, including, without limitation, the right to require the third party to make payments according to the terms of the Supplier EFT (ACH) Payment program.

16. Confidentiality. This Agreement and all other nonpublic information furnished hereunder by a party hereto, its affiliates, agents, employees, and representatives are the proprietary and confidential information of such party. The parties hereto shall hold such proprietary information in confidence (using at least a reasonable standard of care), shall not use such proprietary information except for the fulfillment of this Agreement, and may only disclose such proprietary information to those employees of such party who have a need to know and who are bound by obligations of confidentiality similar to the terms set forth in this Section 16. A recipient of such information shall return it and any copies thereof to the discloser of such information upon the discloser's written request therefore. The parties acknowledge that any breach of this Section 16 cannot reasonably or adequately be compensated by damages in an action at law and that a breach or threatened breach of such provision shall cause the non-breaching party irreparable injury and damage. The parties agree that the non-breaching party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of this Section 16. This Agreement shall supersede any nondisclosure agreement between the parties with respect to proprietary information disclosed after execution of this Agreement.

17. Dispute Resolution; Governing Law; Other Miscellaneous. This Agreement may be modified only in writing, signed by a Supplier Manager or Company Officer, for Supplier, and by an authorized representative of Customer. If any provision of this Agreement is determined to be unenforceable, it shall be stricken from the Agreement, but such unenforceability shall not invalidate any other provisions of this Agreement. This Agreement is governed by the laws of the State of New York without reference to its conflicts of law provisions. For purposes of determining such disputes, each party may bring a legal action or proceeding exclusively in and irrevocably submits to the exclusive jurisdiction of (i) the Courts of the State of New York (the "State Courts"), and (ii) if federal jurisdiction exists, the United States District Court for the Southern District of New York (the "Federal Court"), it being understood, however, that judgments, orders, or decrees by or from the State Courts or the Federal Court may be appealed to or enforced in any competent court. Each party waives, to the fullest extent permitted by law, (A) any objection that it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement in the State Courts or the Federal Court, and (B) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** While any dispute is pending, Customer shall continue to make payments hereunder or, at Supplier's option, shall provide Supplier with access to the Site(s) for the purpose of removing the Systems and oil. Unless otherwise specified herein, all notices hereunder shall be in writing and shall be delivered personally or by fax or mailed by registered or certified mail, first class, postage prepaid, to the parties hereto at their addresses specified herein, subject to the right of either party to change its address by written notice. Any communication required or permitted hereunder shall be deemed delivered upon personal delivery, and faxing (with fax conformation sheet), or 48 hours after deposit in any official post box. In the event of any legal action or proceeding arising

out of or resulting from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action.

18. Independent Contractors.

(a) Nothing in this Agreement shall be deemed or construed by the parties or by any third parties as creating a relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein or act of the parties shall be deemed to create any relationship between the parties other than that of independent contractors. In addition, Supplier shall inform its employees that they are not employees of the Customer and are not entitled to receive the benefits that the Customer provides to its employees.

(b) Supplier's employees assigned to perform services for Customer under this Agreement shall remain employees of Supplier. Supplier's employees shall not be entitled to participate in any employee benefit plans of the Customer (including those employee benefit plans of any subsidiary or related entity) or the Customer. When on Customer's premises, or with Customer's guests or patrons, all employees of Supplier will wear proper identification indicating that they are employees of Supplier and will conduct themselves in a manner consistent with the standards, quality, and image of the Customer as well as the Customer Rules and Regulations set forth on Exhibit A to the extent not conflicting with Applicable Law.

(c) As the employer, Supplier will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified herein; and (vi) provide workers' compensation insurance coverage in amounts as required by law.

(d) Supplier shall ensure that each of its employees assigned to perform services at the Site understand that they are an employee (or contractor, as applicable) of Supplier and not of Customer.

(e) Subject to compliance with Applicable Laws and upon reasonable non-discriminatory grounds, Supplier will promptly refrain from using a specified employee to provide services at Customer's reasonable request. Supplier agrees to assist and cooperate with any valid investigation initiated by Customer involving any employee of Supplier assigned to perform services at a Site.

(f) To the extent applicable, Supplier shall comply with Executive Order 11246, as amended, which is administered by the United States Department of Labor, Office of Federal Contract Compliance Programs, Section 503 of the Rehabilitation Act of 1973, as amended, and 38 U.S.C. Section 4212, and all relevant rules, regulations and orders pertaining thereto, with all other applicable federal, state and local non-discrimination and affirmative action laws, rules, regulations and orders (collectively, the "EEO Requirements"), and with all wage and hour, immigration and other employment laws. The equal opportunity clause of E.O. 11246 is hereby incorporated by reference. Supplier shall also comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by reference. Supplier shall furnish upon the request of Avendra or

any appropriate federal, state or local regulatory body information and reports required by the EEO Requirements. Supplier agrees that it shall, in response to a request from Avendra, provide adequate assurances that Supplier is complying with state and federal employment laws.

19. Licenses and Permits. If any governmental license or permit is required for the proper and lawful conduct of Supplier's business or other activity, then Supplier, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit. Supplier, at its sole cost and expense, will at all times comply with the requirements of each such license or permit.

20. Taxes. Supplier and Customer agree that each will be solely responsible for payment of their respective taxes as they relate to this Agreement.

21. Severability. If any section, provision, or other portion of this Agreement is held to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction ("Invalid Portion"), the parties hereto shall exercise best efforts to agree on legal, valid, and enforceable substitute language that is as similar in effect to the Invalid Portion as possible. The remaining portion of this Agreement not declared illegal, invalid, or otherwise unenforceable shall, in any event, remain valid and effective for the remainder of the Term of this Agreement unless the Invalid Portion goes to the essence of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument, binding on the parties. The signature of a party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

EXHIBIT A

CUSTOMER RULES AND REGULATIONS

1. The rights of the Supplier are limited to the areas of the Site necessary for the provision of services. Access to and from the Site will be through the employee entrances if possible.
2. Customer may without liability to Supplier refuse admission to the Site or buildings to any person not properly identified or whose presence shall in the judgment of Customer based on reasonable grounds be prejudicial to the interests of the Customer or its guests, tenants or invitees.
3. The Supplier shall not use on the Site, food (except for the oil approved by Avendra), beverage, or linen from any party not authorized by Customer in writing to furnish such services.
4. Supplier shall pay for repair of any damage caused by Supplier or its employees, licensees, guests or invitees to the public portions of the or to any portions used in common with other guests, tenants, employees of Customer Unit or invitees.
5. Customer shall have the right to prescribe the weight and position of objects of excessive weight. No electrical or electronic equipment or appliances of any kind may be installed or operated in the Site without Customer's prior written consent. Use of power wash equipment internally will be approved by the Customer prior to its use. Supplier will ensure that all equipment is used only by fully-trained employees.
6. No disturbing noise, animals or inflammable or otherwise dangerous objects or materials shall be brought into or kept in the Customer's Site without approval of the Customer. A current WHMIS sheet accessible to both Supplier and Customer Unit employees, and properly secured, will be made accessible to all.
7. No locks or bolts of any kind shall be changed or added to any of the doors or windows in the Customer's Site without express permission from Customer. Duplicate keys for the Sites shall be procured only from Customer. All keys to the Sites shall be delivered to Customer upon the termination of this Agreement. If Supplier provides its own lock to assigned Supplier storage area, a duplicate of this key must be given to the Customer.
8. Customer reserves the right to rescind, alter or waive any rule or regulation prescribed herein when deemed desirable by Customer for its' best interest or safety.
9. At the request of Customer, Supplier will provide a certificate of IRCA (Immigration Reform and Control Act) compliance with respect to any and all employees it assigns or will assign to perform services at the Sites.

Restaurant Technologies, Inc. Additional Locations Addendum

This Additional Locations Addendum (“Addendum”) dated April 20, 2021, is between Restaurant Technologies Inc. (“Restaurant Technologies”), and Okaloosa Conference Center (“the Customer”).

Whereas, Customer and Restaurant Technologies desire to supplement the Agreement as hereinafter provided.

Agreement:

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth below, the parties agree to add the Site Locations listed below as additional sites to the Agreement including all of the terms and provisions thereunder:

Location Name	Street Address	City	State	Zip Code	National Store #	Depot	Service Status
Emerald Coast Conference Center	1250 Miracle Strip Pkwy.	Ft. Walton Beach	Florida	32548		003 - Pensacola	Serviceable

Customer and Restaurant Technologies agree that the Lease Term of each Site Location with respect to the Site Location(s) listed above will commence on the actual installation date and each will continue for the corresponding Term as set forth in the original agreement.