



### Sweet Grown Alabama Licensing Agreement

This Licensing Agreement (this "Agreement"), is entered into by and between Sweet Grown Alabama, Inc., 1445 Federal Drive, Montgomery, AL 36107 (hereinafter referred to as "LICENSOR") and the undersigned (hereinafter "LICENSEE"), to be effective as of the date that Licensor approves Licensee's application for membership in Licensor.

#### Recitals:

WHEREAS, LICENSOR has a property interest in the words "Sweet Grown Alabama" in conjunction with logos and other marks (the "**Mark**"); and

WHEREAS, LICENSEE produces, processes, markets or sells Alabama grown agricultural products of which such products are solely made, grown, sold, marketed, or produced in Alabama and from no other country or state and in accordance with the terms and conditions of use of the Sweet Grown Alabama certification mark; and

WHEREAS, LICENSEE desires to obtain a license to be authorized for limited use of the Mark in connection with the said agricultural products made, grown, sold, marketed, and/or produced in Alabama, and LICENSOR is willing to grant such limited license to Licensee in accordance with the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be kept and performed as recited, the parties agree as follows:

1. **GRANT.** Licensor grants to Licensee a limited, non-exclusive, non-transferable right to use the "Sweet Grown Alabama" Mark in connection with the making, growing, selling, promotion, marketing, and producing of Alabama grown agricultural products. This license and the right to use it hereunder is effective only as long as such products meet the quality standards of this Agreement and Licensee complies with all of the terms, conditions and reporting requirements of this Agreement, or until sooner terminated hereunder.
2. **TERM.** The term of this Agreement begins on the date stated in the introductory paragraph above and continues in effect for a period of one year, and thereafter shall automatically renew for subsequent one-year periods upon the Licensee's payment of Sweet Grown Alabama membership dues.
3. **QUALITY.** The nature and quality of the products sold by Licensee in connection with the Mark shall conform to any standards which may be set from time to time by the Licensor. Licensee agrees to cooperate with the Licensor by permitting reasonable inspection of the Licensee's

operation and shall supply to Licensor specimens of use of the Mark upon request. The Licensee agrees not to use the Mark on products sold or marketed as goods from another country or state or as goods from a city or region outside of Alabama unless prior written authorization is granted by Licensor.

4. **USE.** Licensee shall use the Mark only in the form and manner described in this Agreement or otherwise as may be approved by the Licensor in writing from time to time.
5. **RIGHT, TITLE, AND INTEREST.** Licensee acknowledges and agrees that the Licensor owns all rights, title and interest in and to said Mark and that Licensee has no right, title or interest in the Mark other than the right to use the Mark in accordance with this Agreement. Licensee agrees that Licensee shall not, during the term of this Agreement, or thereafter, attack the title or any rights of Licensor in and to the Mark, as registered or otherwise used or claimed by Licensor, or attack the validity of this Agreement or any part hereof. Further, Licensee will not do anything inconsistent with such ownership. Licensee agrees that all use of the Mark has, does and shall inure to the benefit of and on behalf of the Licensor.
6. **ENDORSEMENT.** Licensee agrees that it will not use any statement of affiliation or endorsement by the Licensor in selling, advertising, marketing, packaging or other commercial handling of agricultural products using the Mark or operating Sweet Grown Alabama restaurants.
7. **NON-TRANSFERABILITY.** This Agreement is not assignable, and the rights granted to Licensee hereunder are non-transferable. Licensee shall not sell, transfer, assign, sublicense, or otherwise grant to any other person or entity any of the rights it has under this Agreement with respect to the Mark, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any attempts by Licensee to assign or grant sublicenses or otherwise transfer any of Licensee's rights under this Agreement will be in violation of this Agreement. More than ten percent (10%) change in the ownership of any Licensee (including 10% change in stock ownership) shall constitute a transfer.
8. **TERMINATION.** Licensor may terminate this Agreement immediately and without advance notice to Licensee upon the occurrence of any one of the following events:
  - (a) in the event Licensee breaches any term of this Agreement and does not cure such breach within 30 days of receiving written notice of the existence of such breach from Licensor;
  - (b) in the event Licensee (I) discontinues its business, (II) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator of it or any of its property, (III) admits in writing its inability to pay its debts as they mature, (IV) makes a general assignment for the benefit of creditors, (V) is adjudicated bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code, or (VII) files a voluntary petition in bankruptcy;
  - (c) if Licensee is an entity, in the event Licensee dissolves or otherwise merges or consolidates with another entity whereby the Licensee is not the surviving entity; or

(d) if Licensee is an entity, in the event more than 50% of the ownership interests or voting power of such Licensee is sold, assigned, transferred, exchanged, or otherwise disposed of, whether voluntarily or involuntarily, by operation of law or otherwise, in any single transaction or a series of transactions, except that Licensor will have no right to exercise its termination rights under this subparagraph in the event that the individual who owns more than 50% of the ownership interests or voting rights of such Licensee (the "majority owner") sells, assigns, or transfers more than 50% of the ownership interests or voting power of such Licensee to such majority owner's spouse and/or lineal descendants.

In addition, this Agreement will terminate automatically without any action on the part of either Licensor or Licensee in the event that Licensee's membership in Licensor terminates or ends for any reason whatsoever regardless of cause. Upon termination of this Agreement, all the rights and privileges herein granted to Licensee shall cease and terminate and Licensee shall immediately cease to use the Mark in any manner whatsoever and thereafter no products, containers, packaging, labels, advertising or publicity material bearing the Mark shall be sold or otherwise publicly distributed by Licensee. It is expressly provided, however, that any cause of action for infringement of the Mark, or for violation of this Agreement which Licensor may have against Licensee, shall survive the termination of this Agreement, including the right to reasonable attorney's fees and costs. Further, Licensor's right to audit Licensee's records and inventory in connection with products produced, sold, marketed, or manufactured under this Agreement prior to termination shall also survive the termination.

9. **FORM AND COLOR.** Upon Licensee's execution of this Agreement and Licensor's approval of Licensee's application for membership in Licensor, Licensor shall provide Licensee with copies of the Mark suitable for reproduction and use by Licensee. Licensee shall not distort, skew, re-color, or otherwise alter the Mark in any way.
10. **ADVERSE DISPLAYS.** Licensee shall not use the Mark in a way that adversely affects the Licensor's ownership rights in and to the Mark, or in any derogatory, scornful, derisive or disparaging manner, in parody, or in other disparaging displays that, in the sole opinion of Licensor, does not portray an image or connotation consistent with that desired by the Licensor.
11. **INDEMNIFICATION.** Licensee, on behalf of itself and its permitted successors and permitted assigns (collectively, the "Indemnifying Parties"), hereby indemnifies and holds harmless Licensor and Licensor's members, directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and permitted assigns (collectively, the "Indemnified Parties") from all losses, liabilities, damages, claims, demands, suits, actions, causes of action, judgments, awards, proceedings, fines, assessments, costs, and expenses (including reasonable attorneys' fees), at law or in equity, whether fixed or contingent, known or unknown, or direct or indirect, that are incurred or suffered by any of the Indemnified Parties arising out of or relating to (a) any breach by any of the Indemnifying Parties of any term of this Agreement or (b) the growth, production, processing, harvesting, marketing, distribution, sale, or delivery by any of the Indemnifying Parties of any product with which the Mark is used, including any actions founded on product liability.
12. **NO AGENCY RELATIONSHIP.** This Agreement does not create an agency relationship between the parties hereto, and neither party may make any representations tending to create an

apparent agency relationship between the parties. Neither party has authority to act for the other or to create obligations or debts binding on the other party, and, except as specifically provided herein, neither party is responsible for any obligations or expenses of the other party.

13. **INFRINGEMENTS.** The Licensor makes no promises or warranties whatsoever regarding its rights in the Mark, its right to grant this License for the purposes herein, or that Licensee's use of the Mark will not violate anyone else's rights. Licensee proceeds at its own risk. The Licensor shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of Licensor's rights in the Mark and Licensee agrees to fully cooperate with Licensor in the prosecution of any such suit. Licensee agrees to notify Licensor in writing of any infringements or limitations by third parties of the mark, which may come to Licensee's attention. Licensee agrees to assist Licensor in enforcement of any rights of Licensor related to any infringement or imitation of the Mark. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringement or imitation. Licensee agrees to defend, indemnify, and hold Licensor and its members, directors, officers, employees, and agents harmless against all costs, expenses, and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Licensor based on Licensee's use of the Mark.
14. **SEVERABILITY.** In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.
15. **COMPLIANCE WITH LAWS AND REGULATIONS.** Licensees shall comply with all applicable laws and regulations and obtain all appropriate governmental approval pertaining to the selling, advertising, marketing, packaging, manufacturing or other commercial handling of the products. Licensee promptly shall provide Licensor with copies of all communications between Licensee and any governmental authority or body relating to the Mark or any products with which the Mark is used.
16. **GOVERNING LAW.** This Agreement and the parties' rights and obligations hereunder are to be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama.
17. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
18. **NOTICES.** All reports, notices and other communications provided hereunder shall be made or given hereunder by either party, by first class mail, postage prepaid, or by overnight delivery service providing proof of delivery, to the mailing address set out below or such other address as such party shall have furnished in writing to the other party in accordance with this section or to such other individuals or at such address as either party hereto may from time to time designate by written notice to the other. Notice sent by first class mail shall be deemed to be received three (3) days after being deposited in the U.S. mail. Notice sent by overnight delivery service shall be deemed received one day after having been sent.

19. **RELATIONSHIP OF PARTIES.** The relationship between Licensor and each Licensee under this Agreement is strictly that of licensor and licensee, and nothing contained in this Agreement is intended to, or is to be construed to, create between Licensor and any Licensee a partnership, joint venture, agreement to share profits, or similar arrangement.
20. **ENTIRETY OF AGREEMENT.** This Agreement, including the Website Content Terms and Conditions Policy which is incorporated by reference into this Agreement for all purposes, constitutes the complete agreement between the parties.
21. **CONSTRUCTION OF AGREEMENT.** The parties have reviewed this Agreement carefully and been given the opportunity to discuss it with their respective legal counsel. Each word, phrase, sentence, and other part of this Agreement is to be given its plain meaning, and rules of interpretation or construction of contracts that would construe any ambiguity of any part of this Agreement against the draftsman, by virtue of being the draftsman, do not apply.
22. **ELECTRONIC SIGNATURES.** The parties agree that this Agreement and its execution by the parties is subject to the Alabama Uniform Electronic Transactions Act, Ala. Code sections 8-1A-1 et seq., and a signature transmitted or provided electronically, in whatever form or context, by either party with respect to this Agreement has the same force and effect as an original signature signed in the presence of both parties.

## Sweet Grown Alabama Website Content Terms & Conditions

Your use of, and access to the Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document (known collectively as the "Terms of Use") and any other notices displayed elsewhere on this Website. Your clicking to accept these Terms of Use and/or your use of, and/or access to, the Website constitutes your agreement to the Terms of Use.

Sweet Grown Alabama, Inc. may amend the Terms of Use at any time at the sole discretion of Sweet Grown Alabama. Since you are bound by these Terms of Use, you should periodically review the Terms of Use.

### Intellectual Property Rights in the Content on the Website

All recipes, information, graphics, and other material on the Website (Content) is owned or licensed by Sweet Grown Alabama or one of its affiliates and is protected by United States of America and international laws relating to intellectual property. You must not use the Content in any manner or for any purpose that is unlawful or in any manner which violates any right of Sweet Grown Alabama. You must not edit or otherwise modify copy or otherwise reproduce, transmit or otherwise distribute any of the Content except for a purpose which would reasonably have been intended by Sweet Grown Alabama.

### Terms and Conditions for the Supply of Your Content

1. If you send Content to Sweet Grown Alabama, you agree to be bound by these terms and conditions. Members found to be submitting Content copied from other sites or publications without their permission may have their submissions rejected.
2. If you are an existing member of Sweet Grown Alabama and have previously submitted recipes or other Content to the Website, in return for Sweet Grown Alabama continuing to display that Content on the Website, you agree that these terms and conditions apply to that existing Content as well as any new Content that you may submit.
3. Sweet Grown Alabama will determine, at its discretion, whether to publish (or remove from the Website) any of your Content.
4. You acknowledge that Sweet Grown Alabama may use all intellectual property rights in your Content throughout the world, in perpetuity, without restriction and free of charge including publication of that material in hard copy publications or in electronic media, using your Content in advertising and promotional material and permitting others to do any of these and that any such use does not give rise to any obligation of Sweet Grown Alabama to make any payment of any kind to you.
5. You waive all moral rights in your Content and consent to anything which Sweet Grown Alabama (or any person permitted to do so by Sweet Grown Alabama) may do in relation to your Content which would otherwise be in breach of your moral rights.
6. Sweet Grown Alabama may edit your Content in its discretion. We also reserve the right to remove such content as is found to be offensive, unethical or otherwise unacceptable (i.e.

“spam”) under terms of the Sweet Grown Alabama program. Should we find that you are posting unacceptable material, we reserve the right to block you from our site(s).

You warrant that:

1. You own your Content and all rights in relation to your Content;
  2. You obtained your Content in a manner which does not breach any laws or the rights of any person;
  3. Your Content is accurate and reflects actual people and events and you did not digitally alter images or footage in any way to create your Content or impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  4. Your Content, your provision of your Content to Sweet Grown Alabama and the use by Sweet Grown Alabama of your Content, in each case as contemplated in these terms and conditions, does not breach any law (including laws relating to privacy, intellectual property and defamation) or the rights of any person;
  5. Your Content, at the time you send it to Sweet Grown Alabama, contains no virus or other code or material embedded in it which will have a negative impact on Sweet Grown Alabama’s services or infrastructure;
  6. Your Content is not being provided for a commercial purpose (including that you are not soliciting funds or promoting particular goods or services); and
  7. You did not forge any TCP/IP packet header or any part of the header information in any email or SMS.
7. On providing your Content for publication in any media, you indemnify Sweet Grown Alabama, Inc. and its officers, employees and agents any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of a breach by you of these terms and conditions.

#### Indemnity

Each person using or accessing any part of the Website indemnifies Sweet Grown Alabama, its affiliated companies, and each of their directors, officers, employees and agents any action, claim, loss or expense arising their use of the Website.

Sweet Grown Alabama excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of the Website whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible:

1. Sweet Grown Alabama do not warrant the accuracy of the Content on the Website. The Content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the Content and rely on it at your own risk. All Content on the Website may be changed at Sweet Grown Alabama’s sole discretion and without notice.

2. Sweet Grown Alabama will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Website, subject only to paragraph 6(d).
3. Sweet Grown Alabama does not warrant that functions contained in the Website Content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that Sweet Grown Alabama or the server that makes it available, are free of viruses or bugs.
4. Liability of Sweet Grown Alabama for any breach of a term or condition implied by law is limited at Sweet Grown Alabama's discretion, to the supply of any service again or the payment for the cost of having any service supplied again.
5. You indemnify Sweet Grown Alabama and their affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of the Website.

#### Liability

Sweet Grown Alabama does not accept any liability for loss or damages (including for any indirect, special, economic or consequential loss or damage) incurred by any person as a result of reliance on the Content or any other information incorporated into the Website by reference. This limitation of liability applies regardless of whether the loss or damage was caused by negligence or otherwise and whether or not Sweet Grown Alabama was aware or should have been aware of the possibility of such damage.

The Content is provided on the basis that all persons accessing the Website undertake the responsibility for assessing the accuracy of its Content and that they rely on it entirely at their own risk.

To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded. Liability of Sweet Grown Alabama for any breach of a term or condition implied by law is limited, at Sweet Grown Alabama and its affiliates option, to the supply of any service again or the payment for the cost of having any service supplied again.

#### Inappropriate Language and Use

The use of inappropriate or offensive language is not permitted on the Sweet Grown Alabama website. Inappropriate or offensive language includes, but is not limited to, any language or content that is sexually oriented, sexually suggestive, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or contains racially, ethnically or otherwise objectionable material of any kind.

Sweet Grown Alabama reserves the right to ban a user at any time, without notice, if it is identified that users continue to post inappropriate content.

Sweet Grown Alabama will not tolerate users expressing forms of bigotry, racism, hatred, or profanity. This includes, but is not limited to, the use of punctuation characters or symbols to simulate swearing.

Sweet Grown Alabama does not tolerate disruptive activity online, such as persistent off-color comments and postings or statements that incite others to violate this user agreement or participate in illegal activities.

If you are in doubt as to whether the Content you wish to post is appropriate, please contact the Administrator who can advise you on the issue.

#### Stay Inside the Law

Do not upload files or post messages that contain photos, software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents. Sweet Grown Alabama is not responsible for any use of anything you say or post.

Sweet Grown Alabama does not allow posting or use of computer programs that contain destructive features such as: viruses, worms, Trojan horses, or bots for the use of scrolling, showing multiple screens and other activities that can be disruptive to online communication.

#### No Spam - No Selling

Users must not "spam" through Sweet Grown Alabama. Spamming includes sending identical and/or irrelevant submissions to many different website areas. Usually such postings have nothing to do with the particular topic of the group or are of no real interest to those on the mailing list. To spam also includes misrepresenting the source of anything you say or post. Spamming is a serious violation of online etiquette.

Sweet Grown Alabama reserves the right to ban users at any time for spamming.

Sweet Grown Alabama wants to ensure that its members and users have a safe, spam-free environment. We thank you for abiding by our guidelines and using the Sweet Grown Alabama website in the ways we intended.

#### Banning

Please be advised that Sweet Grown Alabama reserves the right to ban a user at any time, without notice.

#### You are Responsible

You are responsible and liable for all your activities while participating on Sweet Grown Alabama. Remember that you are responsible for anything you say or post.

Once a post has been made live on Sweet Grown Alabama, unless it is brought to one of the moderators' attention as being in breach of this user agreement, and is required to be edited or deleted, it is not a service we offer to remove users posts, therefore please consider your post carefully prior to making live.

Sweet Grown Alabama does not tolerate any argumentative, derogatory or hurtful remarks regarding companies or individuals. Any such remarks should be sent directly to the company or individual concerned and not posted on the website. Any such remark deemed unacceptable will be edited or deleted without prior notification.

Some website posts may provide Internet website links in their area. Please be advised that Sweet Grown Alabama is not responsible for the content on the websites associated with the links you may view.

Some content and links on the Internet may contain adult content and may not be suitable to some age groups. Please do not post links of that sort to this website. Any user found to be doing so will be banned.

You are responsible for any actions you may take based on advice or information you receive online. Use your own good judgment when evaluating information provided through any forum post, remember that the information provided could be from people of any age and experience level. The decision to conduct transactions with anyone is your own and you should conduct your own research prior to making any decisions.

Sweet Grown Alabama is moderated periodically, with any undesirable or inappropriate posts edited or deleted and kept on file. Any user(s) seen to be repeatedly in breach of this user agreement, will have their Sweet Grown Alabama registration locked without prior warning.

Sweet Grown Alabama does not and cannot review all information posted to the Website by users and is not responsible for such information. However, Sweet Grown Alabama reserves the right to refuse to post and the right to remove any information, in whole or in part, for any reason whatsoever or for no reason.

#### Intellectual Property

The material used in conjunction with the Sweet Grown Alabama Website may not be reproduced, distributed, transmitted, cached or otherwise used, except with the prior written permission of Sweet Grown Alabama. This clause includes (but is not limited to) moderator private messages, forum threads, posts, recipes, articles and user comments. If the Administrator witnesses such reproduction; then legal action may take place as a result.

#### Reporting Undesirable Posts or Users

To report undesirable posts or to bring to our attention users who may not be following the user agreement, please email [ellie@sweetgrownalabama.org](mailto:ellie@sweetgrownalabama.org).