

SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") is entered into as of the Effective Date set forth below by and between Real Food for Mom and Dad LLC, a limited liability corporation, with offices at 4039 Lanark Lane, Houston, Texas 77025, d/b/a "Recipes & Rotations – Real Food for Mom and Dad LLC" (herein, "Recipes & Rotations"); and:

SUBSCRIBER: _____ EFFECTIVE DATE: _____
FACILITY ADDRESS _____
/ZIP CODE: _____
TYPE OF LEGAL ENTITY/STATE OF FORMATION: _____

Name and Address of Additional Subscribing Facility/Facilities (if Subscriber has multiple facilities)

This Agreement sets forth the terms under which Subscriber will be permitted to access and use certain of Recipes & Rotations' Online Services and Recipes & Rotations Confidential Information (as defined in Section 1B) related to those services, by and for the identified facility/facilities.

Subscriber and Recipes & Rotations are each a Party to this user agreement may be referred to individually as a "Party," and both may be referred to collectively as "Parties."

1. DEFINITIONS

- a. **Authorized User.** "Authorized User" means the person or persons (normally no more than 2 persons) identified to Recipes & Rotations as authorized persons to access the Online Services, and who act as representatives or agents of Subscriber and who are responsible for ensuring Subscriber's compliance with Subscriber's responsibilities and obligations under this Agreement.
- b. **Recipes & Rotations Confidential Information.** "Recipes & Rotations Confidential Information" includes: the function and interface of the "Recipes & Rotations" web-based application; recipes, meal plans/rotations, and other materials accessible to a Subscriber through authorized and permitted use of the application (whether or not marked "confidential"); and other information provided by Recipes & Rotations and indicated as confidential--all such information is and shall remain confidential and proprietary information of Recipes & Rotations.

- c. **Subscription Term.** The Subscription Term shall be established in reference to the Effective Date, and shall be for a whole number of meal rotations (either 3 or 13 meal rotations, as set forth in Section 2(d)); each meal rotation covering a specified 28 day calendar interval (the Original Term), and includes any continuous renewals/extensions of the Original Term. The Subscription Term will terminate in accordance with Section 4 herein.
- d. **Online Services.** "Online Services" means the use of Recipes & Rotations' web-based application accessible at r-rotations.com, and technical support for the application, including online help files.

2. ACCESS TO SUBSCRIPTION SERVICES

- a. **Right to Use.** Subject to the terms of this Agreement, Recipes & Rotations grants to Subscriber a Subscription providing: (i) right to access and use the Online Services during the Subscription Term by and for a single Subscribing Facility, and (ii) a limited right to use Recipes & Rotations Confidential Information obtained through permitted use of the Online Services, as set forth in sub-section (b) below. Each Subscription is limited to a single Subscribing Facility, as identified above.
- b. **License to Use Recipes & Rotations Confidential Information.** The Online Services provide access to Recipes & Rotations Confidential Information, in the manner set forth in Appendix A ("Online Services and Deliverables"). Through a Subscription, and subject to the terms of this Agreement, Subscriber is granted a non-transferable, limited license, with no right to sub-license, to use the Recipes & Rotations Confidential Information only during the Subscription Term, and only for the benefit of a single Subscribing Facility identified above.
- c. **Limitation on Subscriber's Rights.** Subscriber has no rights to the Recipes & Rotations Confidential Information and Online Services except as expressly granted in this Agreement. Recipes & Rotations reserves to itself all rights to the Recipes & Rotations Confidential Information and Online Services not expressly granted to Subscriber in this Agreement. Recipes & Rotations retains all copyright, patent, and other intellectual property rights in and to the Recipes & Rotations Confidential Information and Online Services.
- d. **Fees.** The Fee for a single Subscription for a Subscription Term of three (3) 28 day meal rotations is \$375, paid in advance. The Fee for twelve (12) 28 day meal rotations (which includes a 13th meal rotation, providing a one year Subscription Term in that circumstance), is \$1500.00, paid in advance.

3. OBLIGATIONS OF SUBSCRIBER

- a. **Acceptable Use.** Subscriber may use the Online Services only in accordance with this Agreement, and only by or on behalf of the above-identified Subscribing Facility/Facilities, each of which will hold its own subscription (as set forth in Section 2).
- b. **Control Access by End Users.** Subscriber shall control access to the Online Services to access only by Authorized Users, and Subscriber is responsible for use of the Online Services in accordance with this agreement.
- c. **Responsibility for your accounts.** Subscriber is responsible for maintaining the confidentiality of any non-public authentication credentials associated with use of the Online Services. Subscriber must promptly notify Recipes & Rotations of any possible misuse of Subscriber's account or authentication credentials or any security incident related to the Online Services.
- d. **No Reverse Engineering.** Subscriber may not reverse engineer, decompile, disassemble, or work around technical limitations in the Online Services, except to the extent applicable law permits such despite these limitations.
- e. **No Disabling or Tampering.** Subscriber may not disable, tamper with, or otherwise attempt to circumvent any function of the Online Services, including any billing mechanism related to the Online Services.
- f. **No Use By or For Third Parties.** Subscriber may not rent, lease, lend, resell, transfer, or host the Online Services, or any portion thereof; or use the Online Services or any of the Recipes & Rotations Confidential Information for or on behalf of parties outside the Subscribing Facility/Facilities, or permit use of the Online Services by parties not employed by the Subscribing Facility.
- g. **No Disclosure of Recipes, Meal Rotations or Nutritional Analysis Outside the Subscribed Facility.** Subscriber shall use all reasonable efforts to secure and maintain the confidentiality of the Recipes & Rotations Confidential information under the terms set forth more fully in Section 5 herein. Such obligation to maintain confidentiality requires, in part, that no portion of the Recipes & Rotations Confidential Information may be disclosed to any person outside the Subscribed Facility (the Recipes & Rotations Confidential Information includes but is not limited to the provided recipes, meal rotations, weekly meal plans, and the nutritional analysis related thereto).

4. TERM/TERMINATION

- a. **Term.** This Agreement will remain in effect until the expiration, termination, or renewal of the Subscription, whichever is earliest. Some terms of this Agreement

may change at the end of the Original Term of this Agreement, or any extension thereof.

- b. Subscription termination.** Subscriber may terminate a Subscription at any time during its Term; Subscriber agrees, however, that termination of a Subscription will not entitle Subscriber to any refund of Subscription Fees paid.
- c. No Right to Use Recipes & Rotations Confidential Information After Termination.** Upon any termination, either of this Agreement or the Subscription(s) granted under this Agreement, Subscriber shall have no right to further use the Recipes & Rotations Confidential Information, and shall immediately stop all use of the Recipes & Rotations Confidential Information, as more fully set forth in Section 5(e).
- d. Suspension.** Recipes & Rotations may suspend Subscriber's use of the Application and/or access to the Online Services if Recipes & Rotations believes such suspension is required to stop or mitigate use of the Online Services in breach of Subscriber's obligations under this Agreement; or to protect the security and/or functionality of the Application, the Online Services, and/or rights of other subscribers.

5. RECIPES & ROTATIONS CONFIDENTIAL INFORMATION, SECURITY, AND INTELLECTUAL PROPERTY

- a. Confidential Information.** Recipes & Rotations Confidential Information is protected under this Agreement without being further labeled as "confidential," and is subject to obligations of confidentiality precluding disclosure and restrictions on use except as expressly provided in the Agreement; with the limited exception that Subscriber may prepare and provide daily and weekly menus for use by guests of Subscriber and residents at the Subscribing Facility. To avoid doubt, such limited right to prepare daily and weekly menus conveys no right to disclose recipes or menu rotations provided to Subscriber, other than to employees or contractors of Subscriber having a need to have the such information to perform their employment responsibilities, and who have been informed of the obligations of confidentiality and the restrictions on use of Recipes & Rotations Confidential Information of this Section 5.
- b. Non-Disclosure and Restriction on Use Obligations with Respect to Confidential Information.** No portion of the Recipes & Rotations Confidential Information, including but not limited to the recipes, meal rotations and/or the nutritional analysis thereof or related thereto, which may be accessed via the Application, or which may be otherwise disclosed to Subscriber, shall be disclosed to any person outside the Subscribed Facility, subject only to the following exceptions:

1. Recipes & Rotations Confidential Information may be disclosed to Subscriber's legal counsel, accountants, and medical or nutritional consultants, as may be required in the ordinary course of Subscriber's business; and
2. Recipes & Rotations Confidential Information may be disclosed to governmental entities exercising regulation or control over Subscriber or the Subscribing Facility.

In either case, Subscriber shall take all reasonable precautions to identify and preserve the confidentiality of the Recipes & Rotations Confidential Information. Further, subject to Sub-sections 1 and 2, next above, Subscriber shall not use such Confidential Information other than for the purpose of providing meals for guests or residents of the Subscribing Facility during the Term.

- c. **Duration of Confidentiality Obligations.** Subscriber's obligations of non-disclosure and restrictions on use of the Recipes & Rotations Confidential Information are effective as of the Effective Date and will expire fifteen (15) years after the expiration or termination date of the Subscription Term or this Agreement, whichever is later. Consequently, the obligations of non-disclosure and the restrictions on use will survive any termination or expiration of this Agreement.
- d. **Security of Recipes & Rotations Confidential Information.** Subscriber shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard and ensure the security of the Recipes & Rotations Confidential Information and to protect it from unauthorized access, disclosure, duplication, use, modification, or loss.
- e. **Stopping All Use of Recipes & Rotations Confidential Information on Termination.** Upon any termination either of this Agreement or the Subscription(s) granted under this Agreement, Subscriber shall immediately stop all use of the Recipes & Rotations Confidential Information and shall expunge all copies from all of Subscriber's electronic and physical files; except that Subscriber may maintain archival copies of meal rotations and nutritional information to the extent required by law to establish or document compliance with state and/or federal regulations. At Recipes & Rotations' request, a senior officer of Subscriber shall certify to Recipes & Rotations in writing that Subscriber has fully complied with this requirement.
- f. **Disclosure to Subscriber of Recipes & Rotations Confidential Information Conditioned on Agreement to Confidentiality.** Subscriber acknowledges that:
 - (i) the Recipes & Rotations Confidential Information, including but not limited to, the compilation of the recipes, menu rotations, and nutritional information provided through the Application or the Online Services represents valuable confidential information and trade secrets of Recipes & Rotations, that Recipes

& Rotations has dedicated substantial resources to create, collect, manage and compile;

- (ii) the Recipes & Rotations Confidential Information is an original compilation protected by United States copyright laws and copyright laws of other countries;
- (iii) the Recipes & Rotations Confidential Information constitutes trade secrets of Recipes & Rotations; and
- (iv) the Recipes & Rotations Confidential Information would not be provided to Subscriber but for the obligations of non-disclosure and acceptance of restrictions on use agreed to by Subscriber under this Agreement.

Subscriber acknowledges even in the event that one or more individual recipes, weekly meal plans, menu rotations, or nutritional information relating thereto, may be found or may become known outside of information provided through the Application or the Online Services, such does not substantially diminish the value or confidentiality of the compilation of information represented by the Recipes & Rotations Confidential Information.

- g. Permitted Disclosure to Court or Governmental Authority.** Notwithstanding the foregoing, the Subscriber may disclose Recipes & Rotations Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Subscriber making the required disclosure shall have first promptly given written notice to Recipes & Rotations and made a reasonable effort to either obtain Recipes & Rotations' express consent to make such required disclosure and/or related court filings; or in the absence of such consent a protective order sufficient to preserve the confidentiality of any information disclosed commensurate with the obligations of confidentiality herein.
- h. Injunctive Relief.** Copying of, use of, access to or distribution of Recipes & Rotations Confidential Information or any information, data or software contained therein in breach of this Agreement may cause Recipes & Rotations, its affiliates and/or their third-party licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. Accordingly, Recipes & Rotations, its affiliates and its or their third-party licensors may seek to enforce any breach of the confidentiality and/or restriction on use provisions of this Agreement by means of equitable relief (including, but not limited to, injunctive relief and temporary and preliminary injunctive relief) in addition to any and all other rights and remedies that may be available.

6. WARRANTIES AND LIMITATIONS ON LIABILITY.

- a. **Mutual Warranties.** Each party represents and warrants to the other that: this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.
- b. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, RECIPES & ROTATIONS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. RECIPES & ROTATIONS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ON ITS BEHALF AND ON BEHALF OF ITS LICENSORS. RECIPES & ROTATIONS RELIES ON THIRD PARTY DATA SOURCES FOR SOME INFORMATION AND THEREFORE DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE RECIPES & ROTATIONS SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE RECIPES & ROTATIONS SERVICES OR THIRD PARTY DATA WILL ALWAYS BE AVAILABLE.
- c. **Disclaimer of Indirect Damages.** EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTIONS 2 OR 5, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- d. **Cap on Liability.** EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTION 5, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT--- UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED TWICE THE TOTAL AMOUNT PAID BY SUBSCRIBER TO RECIPES & ROTATIONS DURING THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM (SUCH DATE TO BE DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

- e. **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RECIPES & ROTATIONS TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 6 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. MISCELLANEOUS PROVISIONS

- a. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- b. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver of such provision.
- c. **No Agency.** This agreement does not create an agency, partnership, or joint venture between the Parties.
- d. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this agreement.
- e. **Applicable Law and Venue.** This agreement is governed by Texas law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in Harris County, Texas. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- f. **Entire Agreement.** This Agreement is the entire agreement concerning its subject matter and supersedes any and all prior or concurrent communications, whether written or oral.
- g. **Survival.** The terms in Sections 1, 3(b)-(g), 4(c), 5, 6, and 7 will survive termination or expiration of this agreement.
- h. **Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or

governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to Subscriber's payment obligations under this agreement.

- i. **Headings.** Headings in this agreement are provided for convenience of reference only, and shall not be deemed to constitute part of this Agreement or to affect the construction of the respective paragraphs to which they apply.
- j. **Notices.** All notices and other communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered if delivered by hand or by a widely recognized overnight delivery service (with evidence of the delivery date), or sent by prepaid post or certified mail, with acknowledgment by the receiving party as of the date received, addressed as follows or such other address as either party shall specify in a written notice to the other:

***If to Recipes & Rotations-Real Food for
Mom and Dad LLC:***

***Recipes & Rotations-Real Food for
Mom and Dad LLC***

6711 Stella Link Road. Box 414

Houston, TX 77005

Attn: Leslie Abuso

If to Subscriber:

Attn: [title]

No notice hereunder shall be given or made by facsimile or electronic mail.

[This Portion Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

SUBSCRIBER

***REAL FOOD FOR MOM AND DAD LLC d/b/a
Recipes & Rotations - Real Food for Mom and Dad LLC***

Name (*please print*): _____
Title (*please print*): _____
Date: _____

By: _____
Name: Joseph J. Abuso

As its Authorized: *President*

Date: _____

Appendix A

Scope of Online Service and Deliverables

A. 28-Day Menu Rotations – 13 per calendar year, beginning on or about January 1st of each year.

- Rotations will be made available 2 weeks in advance of the start date for planning purposes.
- Each rotation includes breakfast, lunch and dinner for each day of the rotation.
 - Each breakfast menu includes a hot cereal, an egg item, a meat item, a starch item and/or baked entrée, toast and an additional bread item, and fruit salad.
 - Each lunch and dinner menu includes a soup, salad, entrée, vegetable, starch and dessert.
 - Some menus combine the entrée, vegetable and/or starch into one dish (such as Chicken Pot Pie).
 - All breakfast, lunch and dinner menus have been evaluated by a Registered Dietitian, and certified as meeting or exceeding all federal regulations in regards to proper dietary standards for the senior population.
 - Subscriber is responsible for assuring compliance with any state or local regulations or requirements.
 - A change by Subscriber to any menu item or recipe in a week negates the Registered Dietitian's certification for that week and recipe; and Subscriber must obtain its own independent certification for such week or recipe.
- Menu Rotations will provide special menus for annual holidays such as Thanksgiving, Christmas, Easter and the 4th of July.

B. Scalable Recipes

- There are scalable recipes for every menu item as well as recipes for bulk items (such as chicken stock and salad dressings).

- The recipes for menu items will be scalable in increments of 12 portions.
 - The number of portions will be adjustable by individual breakfast, lunch and dinner menu and/or meal part, in multiples of 12.
- The recipes for bulk items will be scalable in increments of ½ gallons.
- Recipe Availability:
 - The recipes for a given 28-day menu rotation will be available 2 weeks in advance of the start-date of the rotation.
 - The recipes will remain available for the duration of the current rotation.
 - The recipes for past rotations will not remain available, and will not be archived for the Subscriber.
 - Bulk Item recipes are always available for a paid Subscriber.

C. Ingredient Order Lists

- An order list for all the ingredients necessary to produce the menus that are provided by Recipes & Rotations, for the amounts specified by the chef will be generated by the application.

D. Modified Diet Spreadsheets

- A daily modified diet spreadsheet in PDF format will be made available for each day.
- Any modified daily spreadsheet will be applicable only if no changes are made by the Subscriber to the standard rotation and/or recipes for the day of that particular spreadsheet.

E. Application Views and Reports

1. Weekly Menu Planner

- View of the current Dated 28-Day Menu Rotation, facilitating:

- Choice of the number of portions (in increments of 12) for any of these segments: any entire day, any particular meal in any day, and any particular meal part (soup, salad, etc.) of any day. These choices will determine the scaling of each recipe as well as the amounts listed on the Order List.
- Ability to Substitute any item of the Subscriber's choice for any item on the Rotation.
 - Such substitutions are not supported by the Recipes & Rotations system in terms of recipes or ordering information.
 - Any change made by Subscriber to any meal in any week of the rotation negates the Registered Dietician's approval of that week.

2. Recipe List

- View of names of every recipe needed to produce the menus within a date range specified by Subscriber.
 - Each recipe will be scaled to the number of portions indicated by Subscriber on the Weekly Menu Planner.
- Ability to generate and print an Order List Report based on a specified date range.
- A separate list of Bulk Recipes.

3. Scaled Recipe Report

- Printable PDFs of recipes for every item on the Recipes & Rotations rotation. Each will be scaled to the number of portions specified on the Weekly Menu Planner. Each recipe contains a Registered Dietician's signature of approval.

4. Order List Report

- A functional spreadsheet indicating how much of each ingredient is required to produce the menu items within the Subscriber-specified date range on the Recipe List.

5. Weekly Menu Report

- Printable PDF, one for each of the four weeks of the menu rotation – that indicates each meal part (soup, salad, etc.) of each meal (breakfast, lunch and dinner) for each of the seven days of the week.
- Each week has a Registered Dietician’s signature of approval.
 - If Subscriber makes any changes to the menu of any week, the Registered Dietician’s signature disappears for that week.

6. Daily Menu Report

- This is a printable PDF of one entire day’s menu: breakfast, lunch and dinner. It provides a place for the Subscriber to add their own logo.

7. Modified Diet Spreadsheets

- Each day of the rotation has a PDF of a Modified Diet Spreadsheet. These are written by Registered Dieticians and indicate substitute menu items required by the following diets: Regular/No Added Salt, Mechanical Soft, Puréed, No Concentrated Sweets/Carbohydrate Counting for Diabetic Diet and Renal (Liberal). Each page (day) has a Registered Dietician’s signature, and is dated.
 - The Modified Diet Spreadsheets are only applicable for use with Recipes & Rotations recipes and meal rotations.
- Recipes for each substitute menu item indicated on the Spreadsheets are included. These recipes are printable PDFs, pre-scaled for 12 portions, and are not supported by the Order List. Each recipe is Registered Dietician-approved.