



DARDEN SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2020, ("Effective Date") by and between Darden Corporation, a Delaware corporation having a place of business at 1000 Darden Center Drive, Orlando, FL 32837 for itself and its affiliated companies ("Company"), and, _____ [vendor name] a _____ [identify entity type, whether corporation or otherwise and state of organization] having a place of business at _____, and its affiliates ("Vendor").

WHEREAS, Vendor provides services and deliverables as defined herein; and

WHEREAS, Company desires to purchase such services from Vendor.

NOW, THEREFORE, and for mutual consideration given and received, the parties agree that the following terms and conditions shall apply:

1. Scope. Services or work ("Services" or "Work") as used in this Agreement shall mean Vendor's services or work as described in the applicable statement of work agreed upon in writing by the Company in the form attached to this Agreement as a consecutively numbered Attachment A (e.g., Attachment A-1, Attachment A-2 . . . Attachment A-X) (each, a "Statement of Work" or "SOW") which, by this reference shall be incorporated herein. For the Term, such Services are hereby offered for sale by Vendor and may be purchased by Company in accordance with and subject to the terms and conditions of this Agreement.

2. Term. This Agreement will be binding on the Effective Date and will continue for a period of twelve (12) months thereafter ("Initial Term") unless earlier terminated as set forth herein. Thereafter, this Agreement shall be automatically renewed for successive twelve (12) month periods on the anniversary of the Effective Date (each a "Renewal Term") unless earlier terminated as set forth herein. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing ninety (90) days written notice prior to the end of any such period. The Initial Term, each Renewal Term and any Transition Period shall collectively be referred to as the "Term."

3. Termination.

- a. Termination for Convenience. Company may, at any time during the Term, upon thirty (30) days prior written notice, terminate this Agreement, in whole or in part, by written notice to Vendor. In such case, Company's liability shall be limited to payment of the amount due for actual Services provided and, if applicable, deliverables provided through the date of termination.
- b. Termination for Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in the event the other party commits a material breach of this Agreement and does not cure such breach within such notice period.
- c. Effect of Termination. In the event of termination or non-renewal of this Agreement, (i) Company's liability shall be limited to payment of the amount due for actual Services

provided and, if applicable, Deliverables provided through the date of termination; (ii) Vendor agrees to provide Company with all Deliverables (including, without limitation, each Deliverable and/or any working documents related to a Deliverable and/or any partially completed Deliverables), in whole or in part or in process as of the effective date of such termination; (iii) except as otherwise set forth in this Agreement, Vendor agrees to return all Company Information, Company Data, Company Confidential Information and Proprietary Information in Vendor's possession; (v) except as otherwise set forth herein, Company agrees to return all Vendor IP (not otherwise licensed to Company, as set forth herein) and Vendor Confidential Information in Company's possession as set forth in the Section 22, Confidentiality.

- d. **Transition Assistance.** If requested by Company upon expiration, notice of termination or non-renewal of this Agreement, Vendor shall provide to Company continued Services (as are already being provided to Company, and under the same terms and conditions in effect at time of notice of termination or non-renewal pursuant to this Agreement), for a period not to exceed six (6) months ("Transition Period") following the effective date of termination or non-renewal, such time period to be set by the Company. If requested by Company, Vendor shall provide transition services under the terms of this Agreement as modified by this provision, in order to facilitate the orderly transfer by Company from use of Vendor's Services to alternate services (collectively "Transition Services"). Such Transition Services shall be provided to Company at the rates set forth in the applicable SOW in place upon the effective date of termination for the duration of the Transition Period, and shall be provided without interruption of the Services. Regardless of whether Company agrees to retain Vendor to provide Transition Services, the quality, promptness and level of Services shall not be changed following notice of termination, through the effective date of termination or during the Transition Period, unless mutually agreed to by the Parties.
- e. **Company Data File.** During the Term, upon request by Company, Vendor will provide a complete and secure (i.e. encrypted and appropriately authenticated) download or export file of Company Data, Customer Information, Company Confidential Information and Company Proprietary Information in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. During the Term, Vendor will be available to answer questions about data schema, transformations, and other elements required to fully understand and utilize Company's data file. If Company requests such items in a non-standard format or additional downloads or exports, there may be an additional charge to Company for such services.

4. **Price.** In full compensation for the Services provided under this Agreement (including any and all reasonable expenses Vendor may incur), Company shall either pay Vendor a set rate for Services actually rendered or shall pay Vendor based on a fixed fee, as set forth in each applicable SOW to this Agreement. All amounts payable by Company pursuant to the terms of this Section 4 shall be inclusive of taxes and shall remain unchanged for the Initial Term and the first and second Renewal Terms of this Agreement. Thereafter, Vendor may increase the rates upon sixty (60) days written notice prior to the end of the second Renewal Term or any Renewal Term thereafter; provided, that such increase shall not exceed three percent (3%) over the rates in effect in the immediately preceding Renewal Term. The new rates shall be effective as of the first day of the Renewal Term following such notice.

5. Expenses. Company shall reimburse Vendor for reasonable travel and lodging expenses of Vendor incurred on travel that has been authorized by Company; provided, however, that Company shall not compensate Vendor for any time incurred with such travel. Reasonable travel expenses means the amount per mile allowed by the IRS when private transportation is used, and coach or tourist class rates when commercial air travel is used, unless otherwise authorized by Company. Expense reports and receipts for eligible expenses must be submitted no more than thirty (30) days after the expense is incurred. Unless approved in advance by Company, there shall be no reimbursement for the commuting expense incurred by Vendor's personnel in commuting to Company locations to perform Services or to Company locations from their homes. Vendor shall provide Company with detail of expenses as requested by Company for all reimbursable items as a condition of reimbursement. Under any circumstances, Company shall be afforded the opportunity to review and approve all expenses incurred by Vendor prior to reimbursement of the expenses. Notwithstanding the foregoing, for each SOW, in no event will Company reimburse Vendor for expenses that exceed 15% of the fees paid to Vendor pursuant to such SOW.

6. Limit of Expenditure. For fees not fixed in the SOW, expenditures for Services provided under this Agreement shall not exceed the limit set forth in the applicable SOW, unless otherwise expressly approved in writing by Company. Notwithstanding the aforementioned or any other provisions in this Agreement, the total amount payable by Company for the Services shall be determined by applying the stated rate of compensation, if any, to the Services actually performed or Services provided by Vendor, plus expenses as set forth in Section 5. Vendor shall not render Services and Company shall not be required to pay for Services in excess of the amount stipulated in this Agreement, unless Vendor has first secured an amendment to this Agreement signed by an authorized representative of Company for the increase in expenditure.

7. Payment Terms. Invoices shall be paid net 60 days from Company's receipt of an undisputed invoice, subject to Company's acceptance of Work in accordance with the terms in this Agreement.

8. Invoicing For Services. Vendor's invoices shall be issued upon completion of the Services rendered, unless a fixed fee invoicing schedule is provided in an applicable SOW in which case invoices shall be issued in accordance with the schedule set forth in such SOW. All invoices shall provide a detailed itemization of charges contained therein. The Work shall be delivered free from all claims, liens, and charges whatsoever. In the event Vendor owes money to or is otherwise obligated to Company when the invoice is issued, Company may offset such invoices or the sums due or obligated, making payment to Vendor only for such balance due.

9. Acceptance. Company shall have the right to verify the results of the Services and to accept or reject any such results which are in Company's judgment non-conforming. In the event Company reviews Service results whose defects or non-conformities are not apparent upon examination, Company reserves the right to require the rework of such results.

10. Timely Performance. If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Company thereof and include all relevant information concerning the delay or potential delay.

11. Schedule. Services shall be performed in accordance with the schedule in the applicable SOW.

12. Ownership of Proprietary Information and Licenses.

- a. Definitions.
- i. "Company IP" means all Company's information, computer programs, technology, data, platforms, algorithms, software, methods, apparatuses, information (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information), processes, materials, know-how, and, whether or not reduced to practice and whether or not affixed to a tangible medium, Company acquired, developed or prosecuted intellectual property.
 - ii. "Deliverables" means all tangible materials, reports, creative(s), and custom designed software or programs (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information): (A) identified by the parties in the applicable SOW as a Deliverable; and (B) delivered to Company in accordance with this Agreement.
 - iii. "Developed Information" means all software, processes, methods, apparatuses, information (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information) developed, created or otherwise conceived by Vendor in the course of Vendor's performance of this Agreement, whether reduced to practice and whether affixed to a tangible medium, including, without limitation, enhancements, improvements, upgrades or other modifications.
 - iv. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
 - v. "Vendor IP" means all Vendor's pre-existing: information, computer programs, technology, data, platforms, algorithms, software, methods, apparatuses, information (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information), processes, materials, know-how, and, whether or not reduced to practice and whether affixed to a tangible medium, Vendor acquired, developed or prosecuted intellectual property.
- b. Vendor Ownership. Vendor owns all Intellectual Property Rights to: (i) Vendor IP, including any derivative or modification thereof, and (ii) Developed Information that is a derivative or modification of Vendor IP; excluding any Deliverables ("Vendor Proprietary Information"). Company also acknowledges and agrees that Vendor is in the business of providing computer software consulting, development and programming services and that Vendor shall have the right to provide services to third parties that are the same or similar to the Services provided to Company under this Agreement, subject to the terms and conditions set forth herein. Company shall cooperate with Vendor in preserving Vendor's Intellectual Property Rights in the Vendor IP to the extent included in the Deliverables owned by Company and all documentation and other information and materials pertaining to the same. Additionally, Vendor has the exclusive right to create enhancements, updates, upgrades, adaptations, arrangements and translations of the Vendor IP in all countries of the world, including the United States.

- c. **Company Ownership.** Company owns all Intellectual Property Rights to: (i) Company IP, including any derivative or modification thereof; (ii) Deliverables, including any derivative or modification thereof; provided, Company has paid, in full, all applicable invoices for Services related to such Deliverables set forth in the applicable SOW; and (iii) Developed Information that is a derivative or modification of Company IP or Deliverables ("Company Proprietary Information"). A Deliverable is deemed to be a "Work Made for Hire" as set forth in the United States Copyright Act of 1976 or if for any reason it is held not to be a work made for hire, Vendor hereby assigns all of its right, title, and interest in the Deliverable to Company.
- d. **License Grant.** To the extent that any Vendor IP is intangible and embedded within any of the Deliverables, Vendor hereby grants Company a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive, non-transferable license to use such Vendor IP solely in connection with the Deliverables; provided, however, the Vendor IP shall be subject to any use restrictions specified in the applicable SOW and Vendor may revoke any use of the Vendor IP, which is outside the license grant as set forth herein. Vendor has the right, title and/or license to grant all such licenses necessary for Company to own and/or use the Deliverables as set forth herein.
- e. **Exclusion from Use of Vendor IP.** Nothing contained in this Agreement shall be construed to grant Company the right to use or exploit any Vendor IP in any manner other than as embodied in or used with a Deliverable.
- f. **Filing for IP Rights.** Vendor shall use commercially reasonable efforts to cooperate fully with Company, and shall cause each of its affiliates and subcontractors (who have rendered Services and are associated with the Intellectual Property Rights of the Deliverable as set forth herein), if any, to cooperate within reason, at the expense of Company, in the preparation, prosecution, and protection of all such Intellectual Property Rights of the Deliverable and shall use commercially reasonable efforts to cooperate fully with Company, at Company's expense, in any claims, legal actions and proceedings concerning the Intellectual Property Rights in and to the Deliverable(s).
- g. **No License Grant.** Except as expressly set forth herein, no license is granted by either party to the other with respect to any technical or business information, or with respect to rights in any patents, trademarks, copyrights, and other Intellectual Property Rights.
- h. **Notwithstanding anything to the contrary in this Agreement,** both Parties shall be free to use and employ its general skills, know-how and expertise, and to use, disclose and employ any generalized and non-protectable ideas, concepts, methods, techniques or skills gained or learned during the course of this Agreement ("General Skills"); but shall not be free to use and employ, in whole or in part, the other Party's Confidential Information, Proprietary Information, or intellectual property rights, outside the scope and Term of this Agreement.

13. **Vendor Access Security.** Vendor may be provided with access to Company's computing environment and systems as part of this Agreement. During the period(s) of this Agreement that Vendor is granted such access, Vendor shall employ data and network security and privacy practices and procedures consistent with the current national standards as well as current best practices in the industry in a manner reasonably acceptable to Company and at a level that is at least as stringent as those currently accepted as industry best practices, including, as appropriate,

without limitation, encryption, firewalls and malware scans. In addition, Vendor shall follow the process, set forth in Section 14 below, for notifying Company in the event of any breach of security or privacy with respect to Company's computing environment and system. Continuation of this Agreement by Company is expressly contingent upon Company's satisfactory review and approval of Vendor's computing environment, system and network security and privacy practices and procedures. Additionally, Company reserves the right, at any time upon at least five (5) business days' notice, to audit Vendor's security practices and procedures, which audits shall occur no more frequently than annually, or at any time upon evidence that Vendor is not in compliance, and shall be conducted during normal business hours and in a manner intended not to unreasonably disrupt Vendor's business operations. Vendor shall perform regular security audits, vulnerability assessments and penetration tests, including the use of bug bounty programs, for its systems and or perimeter networks. Vendor shall provide the results of any such audits and tests as requested by Company. In addition to all other rights and remedies available to Company at law or equity, Company reserves the right to terminate this Agreement for breach of the requirements of this Section, in the event such breach is not cured. Vendor's Security Policy, Disaster Recovery Policy and Business Interruption Policy shall be provided to Company upon request.

14. Security Incident Notification. Vendor agrees that it has in place and maintains appropriate security measures and safeguards designed to (i) ensure the security and confidentiality of Customer Information and Company's Data, including, without limitation, personally identifiable information; (ii) protect against any anticipated threats or hazards to the security and integrity of Company's computing environment and systems when being accessed by Vendor; and (iii) protect against any unauthorized use or disclosure of any Customer Information and Company's Data, which includes personally identifiable information, consistent with applicable law, industry standards concerning privacy, data protection, confidentiality or information security, and this Agreement. In the event Vendor becomes aware of any security or confidentiality breach, threat or hazard to the security and integrity of Company's computing environment and systems or the unauthorized use or disclosure of any Customer Information or Company Data ("Security Incident"), Vendor shall immediately notify Company's Chief Security Officer in writing to Darden Corporation, at 1000 Darden Center Drive, Orlando Florida 32837 and by email (dataprivacy@arden.com), to inform Company of any such Security Incident that may have or has occurred. Such notice shall summarize in reasonable detail the effect on Company, if known, of the Security Incident and the corrective action taken or to be taken by Vendor. Vendor shall promptly take all corrective actions that it deems reasonably necessary, and shall cooperate fully with Company, to the extent mutually agreed in writing between the Parties, in all reasonable and lawful efforts to prevent, mitigate or rectify such Security Incident.

15. Industry Recognized Independent Security Audits. Vendor shall provide any industry recognized independent security audits, such as, but not limited to, SSAE 18 SOC letters (Type 1 or Type 2), PCI Attestations of Compliance, Penetration Testing Reports, ISO certifications, Bug Bounty program testing and results, or any other independent audit and/or assessment information, as applicable. During the Term, Vendor shall ensure such audits are performed at least annually. After the first audit report provided thirty (30) days after the Effective Date, Vendor shall provide Company with a copy of each updated or newly released report prepared in connection with each such audit within thirty (30) calendar days after it prepares or receives such report from its data center partner. Reports and materials related to audits shall be delivered to securityreports@arden.com using a secure method, such as, but not limited to, portal link utilizing username and password, encrypted zip file, or other mutually agreed upon secure method, as appropriate.

For systems and applications deployed in a hosted, cloud, or managed service model such as, but not limited to, cloud, Infrastructure as a Service, or Software as a Service, or Platform as a Service the Vendor shall provide independent security reports. These reports may include, but not limited to, SSAE 16 SOC letters and/or PCI compliance for the environments that host software, tools, or services related to the fulfillment of the Agreement between Company and Vendor. These reports will be used in combination with and not in lieu of security reports for the application and/or service provided by the Vendor that is hosted in such environments.

Vendor shall appropriately encrypt Company Data transmitted over public networks, and on removable media pursuant to applicable law. If available for the application or service, Vendor will provide encryption at rest and in motion for Company Data, pursuant to applicable law and where appropriate to secure Company Data according to National Institute of Standards and Technology.

16. Ownership of Customer Information and Company Data. Company shall own (a) all individual customer and transaction data (i) collected by Vendor's system through the Services or Software, (ii) related to or generated from Company's business, or (iii) arising from the Services performed pursuant to an SOW ("Customer Information") and (b) all data (i) provided to Vendor by Company, (ii) generated by Vendor or a third party on Company's behalf or (iii) on Company's system or under Company's control ("Company Data") during the Term of this Agreement. Company hereby grants, and Vendor accepts, a limited, non-transferable, non-exclusive license to copy and use Customer Information and Company Data during the Term solely for the purpose of performing the Services required by this Agreement. Subject to the terms and conditions of this Agreement, Vendor will not provide the Customer Information or Company Data to other third parties nor use the Customer Information to solicit or otherwise contact Company's customers. Customer Information and Company Data shall be considered Company Confidential Information.

17. Deliverables. Items, including, without limitation, Software, that are deemed Deliverables as listed in the SOW shall be provided to the Company by the Vendor as per the Deliverable schedule identified in the SOW. Company will own all right, title and interest in and to the Deliverables.

18. Reports. Vendor shall provide written periodic reports relating to the Services provided by the Vendor, the frequency and form of which will be determined by Company.

19. Audit. Vendor shall (i) keep adequate and accurate records for a period of seven (7) years from creation, of all amounts paid by or charged to Company, and (ii) maintain in compliance with this Agreement the processes and procedures related to the performance of this Agreement. Company, or its designee, at Company's expense, may upon at least five (5) business days prior written notice and during Vendor's normal business hours, no more than twice per year, unless Company determines or reasonably suspects that there has been a material violation of this Agreement, audit the records, processes and procedures of Vendor for the purpose of verifying compliance with this Agreement.

20. Independent Contractor. Vendor shall at all times be considered an independent contractor and neither Vendor nor any of Vendor's employees and Assistants performing Services under this Agreement shall be deemed an employee of Company. Accordingly, Vendor shall be responsible for: (a) verification and maintenance of the U.S. employment authorization of Vendor's employees and Assistants performing Services under this Agreement and record keeping obligations evidencing thereof (collectively, "U.S. Employment Authorization Requirements"); and (b) payment of its own labor costs, unemployment, social security and other payroll taxes, including any contributions required by law and shall indemnify, defend and hold

harmless Company and its officers, directors, employees and Assistants, from and against any claims arising from Vendor's failure to do so.

21. Changes. Company may at any time during the performance of Services require additions, deductions or deviations (all hereinafter referred to as a "Change") from the Work. No Change shall be considered as an addition, alteration or deduction from the Work, nor shall Vendor be entitled to any compensation for Work done pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by Company.

22. Warranty and Standard Performance.

a) During the Term of this Agreement, Vendor warrants that (i) it shall perform the Services in good faith and with due professional care, in conformance with applicable professional industry standards; (ii) that all Assistants utilized by Vendor have the knowledge, education, training, skills, and experience in the subject matter they are engaged to address or the tasks they are assigned, including, certification where required by third party licensors of Company, to perform the tasks assigned to them; and (iii) all Vendor's employees and Assistants performing Services under this Agreement are legally authorized to perform the work and the Vendor has fully complied with all employment verification laws of the U.S. Vendor warrants that it shall perform the Services in conformance with the documentation, specifications and instructions as set forth in the applicable SOW. For Services performed not meeting this warranty, Vendor shall re-perform such Services.

b) Vendor warrants that any software, interfaces, scripts or other code provided or otherwise created by Vendor under this Agreement ("Software") shall be delivered and operable according to the specifications provided by Company and set forth in an SOW. For Software not meeting this warranty, Vendor shall correct any deficiency in the Software (such correction period not to exceed sixty (60) days, unless otherwise agreed to by the parties). If such deficiency cannot be corrected, Vendor shall refund any fees and costs related to such Software. This warranty shall survive for a period of twelve (12) months from delivery of the Software.

c) During the Term of this Agreement, Vendor warrants that no computer malware, worms, date bombs or time bombs, the purpose or effect of which is to cause any software or hardware to cease operating, or to damage, interrupt, interfere with or hinder its operation (collectively, "Malware") shall be coded or introduced by Vendor into any software, including Company software, or any element of Company's computing environment or system, including hardware and software. During performance of the Services, Vendor warrants that it will not use vulnerable libraries, vulnerable configurations, and/or vulnerable code, including, without limitation, common weakness enumerations ("CWE"), vulnerable security configurations and known vulnerable libraries. If the foregoing warranty is breached, Vendor shall, at no charge to Company and in addition to any other remedies available to Company at law or equity, remove the Malware and assist Company in reducing the effects of the Malware, and, if the Malware causes loss of operational efficiency or loss of data, Vendor shall cooperate to the same extent to mitigate and restore such losses.

d) During the Term of this Agreement, Vendor warrants that it shall implement and provide industry standard data security protocols, procedures and measures to prevent, to the extent possible, intrusion by hackers and other unauthorized persons in the Vendor computing environment or system or Company's computing environment or system. Vendor shall at all times comply with its own security policies and procedures and the system security and environment requirements described in a Statement of Work and this Agreement.

e) Vendor represents and warrants that: (i) it currently has in place or employs network security, business continuity and disaster recovery policies and procedures commensurate with industry-wide best practices; (ii) it currently has and will continue to employ sufficient controls, procedures and systems to securely and reliably maintain the confidentiality of all data stored and used pursuant to this Agreement; and (iii) it will maintain and update the foregoing plans as appropriate during the Term of this Agreement and at all times during which it has personal identifiable information, Customer Information or Company Data in its possession.

f) Vendor warrants that all Deliverables will be provided in accordance with all specifications, drawings, instructions and or documentation as agreed upon by the parties under this Agreement. For Deliverables provided not meeting this warranty, Vendor shall correct any deficient Deliverables (such correction period not to exceed sixty (60) days, unless otherwise agreed to by the parties). If the deficiency in the Deliverable cannot be corrected, Vendor shall refund to Company the fees and costs related to such Deliverable. This warranty shall survive for a period of twelve (12) months from acceptance of the Deliverable.

23. Confidentiality.

- a. A party (the "Discloser") may disclose to the other party (the "Recipient") information that the Discloser considers to be confidential ("Confidential Information"). Confidential Information shall include, but is not limited to, any information not generally shared by Discloser to the public, the Services and any Deliverables, pricing, and all data, trade secrets, business information and other information, relating to the Discloser, its business, customers, suppliers, vendors, competitors or otherwise, whether in tangible or intangible form and however conveyed or made accessible to Recipient, during the Term of this Agreement. Recipient shall use the same degree of care to protect the confidentiality of Discloser's Confidential Information that Recipient uses to protect its own Confidential Information of a like nature, but in no event less than reasonable care. The Recipient may disclose Discloser's Confidential Information to its third party providers solely to the extent necessary for the business purposes pursuant to this Agreement, as applicable.
- b. Except as it relates to personally identifiable information, for which exceptions (i) – (iv) below shall not apply, a party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without restriction on Recipient's disclosure, and where Recipient was not aware that the information was the confidential information of Discloser; or (iv) can be demonstrated by the Recipient (and supported by competent written records) to have been developed independently by the Recipient or its employees, agents and contractors, without use of, reference to, or access to Discloser's Confidential Information. Recipient may disclose Confidential Information of Discloser as needed to comply with a court order, subpoena, or other government demand (provided that Recipient first notifies Discloser and gives Discloser the opportunity to challenge such court order, subpoena, or government demand).
- c. In the event the Vendor obtains Company's employee(s)' or customers' personally identifiable information, Vendor acknowledges and agrees that it has in place and

maintains appropriate security measures and safeguards to prevent the disclosure of personally identifiable information, consistent with Applicable Law.

- d. For the purposes of this Agreement, each party shall be deemed the owner of its Confidential Information.
- e. Upon termination of this Agreement, each party will return the other party's Confidential Information to the other party and will then remove and destroy all of the other party's electronic Confidential Information from its servers and systems, and any and all copies of such information, in whatever format, within a reasonable time period not to exceed thirty days after such termination and certify in writing that such removal and destruction has occurred within such time period, provided that: (i) no party shall be obligated to delete or destroy such information stored on backup media for disaster recovery purposes (which shall be deleted through the party's normal backup media recycling plan); (ii) no party shall be obligated to develop new technology or incur unreasonable expenses to delete or destroy electronic information that is not readily accessible through the available functionality of the applicable system; and (iii) a party shall be allowed to retain such copies of the Confidential Information as are necessary to meet any legal or regulatory requirements or for accounting purposes. Any such information that is retained for any of the foregoing reasons shall remain subject to the confidentiality obligations set forth in this Agreement indefinitely.
- f. The parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either party may seek injunctive relief against the other's breach or threatened breach of this Section (Confidentiality) as well as any other legal remedies that are available.

24. Compliance with Laws. Vendor shall comply at its own expense with all applicable laws, ordinances, regulations and codes, including, but not limited to (i) all U.S. Employment Authorization Requirements and (ii) the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement and shall indemnify, defend and hold harmless Company and its officers, directors, employees and Assistants, from and against any claims arising from Vendor's failure to so comply and, further, shall provide Company with evidence of such compliance as may be requested by Company from time to time during the Term.

- a) Vendor will ensure that any personal information ("PII") that is included in Customer Information, Company Data, or Company Confidential Information is protected against misuse and loss, and from unauthorized access, modification or disclosure, by (i) complying with the security provisions set forth in this Agreement; (ii) complying with all privacy laws and other applicable laws with respect to such PII and its collection; (iii) not using the Company Information other than necessary to perform pursuant to this Agreement or the applicable SOW; (iv) not process or maintain the PII outside the United States; (v) not disclose the PII to any third party; (vi) disclose PII to its employees only a need to know basis; and (vii) deliver to Company and/or destroy all copies of the PII upon request by Company.
- b) Vendor will inform Company in writing and by email (dataprivacy@darden.com) as soon as reasonably practicable if Vendor receives any communication from (or on behalf of) any individual to whom the PII relates, concerning any request that Vendor provide access

to such PII or any complaint in relation to that PII. Vendor must take no other action in relation to any such communications (including making any response to the individual concerned) until Vendor consults with Company (except to the extent that such action is required by law) and receives direction from Company regarding the timing, content and procedure of any possible communication and Company's consent for Vendor to do the same, so long as Company provides such direction in a reasonable timeframe after Vendor' notification.

- c) Vendor will comply with all Americans with Disabilities Act ("ADA") requirements relating to online software, including, without limitation, using ADA accessible web design, having universal web site accessibility and making the Services and Software compatible with software accessibility programs.

25. Use of Marks. Vendor shall not, without the prior written consent of Company's Director, Media Relations & External Communications or the applicable Director of Brand Marketing: (a) engage in publicity related to this Agreement, or make public use of any Identification, as defined herein, in any circumstances related to this Agreement; or, (b) publish or use any such Identification, as defined below, in any advertising, sales promotion, press releases, or publicity matters. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Darden Corporation, or its affiliates, subsidiaries or parent. Vendor shall remove or destroy any Identification prior to any use or disposition of any material rejected or not purchased by Company.

26. Indemnity. Vendor agrees to indemnify, defend and hold harmless Company, its affiliates and their customers, officers, directors, employees, successors and assigns (all referred to in this clause as "Company") from and against any losses, damages, claims, liabilities, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the Services performed by, or material provided by Vendor or any persons furnished by Vendor; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Vendor and/or (3) Vendor's gross negligence and/or willful misconduct in its performance pursuant to this Agreement; provided, however, that Vendor shall not be liable for such indemnification resulting from (1) or (2) above, if and to the extent such damages are determined by a court of competent jurisdiction to have been caused by the gross negligence of Company. For purposes of this Section, "similar acts" includes any claim brought by Vendor's employee(s) that would be considered a workers' compensation claim if brought against Company by one of Company's own employees.

27. Indemnity: Infringement. Vendor shall indemnify, defend and hold harmless Company, its affiliates and their customers, vendors and suppliers and their respective officers, directors, employees, successors and assigns (all referred to in this clause as "Company") from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement or violation of any patent, copyright, trademark or trade secret right, or other intellectual property right, privacy right, or any other proprietary or personal interest, and (2) related to the existence of this Agreement or performance under or in contemplation of it (each, a "Claim"). Following notice of a Claim or any facts which may give rise to such Claim, Vendor may, in its sole discretion and expense, (a) procure for Company the right to continue to use the Software, Services or Hardware ("Solution"), (b) replace the Solution with non-infringing Solution that are materially equivalent in functionality to the Solution or (c) modify the Solution that is the subject of the infringement claim so that it has materially equivalent functionality and is no longer infringing. Further, Vendor agrees to

indemnify, defend and hold harmless Company from any taxes, fines or penalties imposed by any governmental authority as a result of Vendor's violation of any applicable law in its performance of obligations pursuant to this Agreement. Company shall timely notify Vendor of any assertion against it of any Claim and shall cooperate in good faith with Vendor in the defense of any such Claim at Vendor's expense. Vendor, in addition to its indemnity obligations set forth herein, shall immediately refund to Company any amounts paid for the Solution.

28. Impleader. Vendor shall not implead or bring an action against Company based upon any claim by any person for personal injury or death to an employee of Company for which Company has previously paid or is obligated to pay workers' compensation benefits to such employee or claimant and for which such employee or claimant could not otherwise bring legal action against Company.

29. Insurance. Vendor shall maintain and cause Vendor's subcontractors, if any, to maintain during the term of this Agreement: (1) Workers' Compensation insurance as prescribed by the law of the state in which the Work or Services are performed; (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (4) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (5) Professional Liability insurance in the amount of \$1,000,000; and (6) cybersecurity insurance (covering costs arising from data destruction and/or theft, extortion demands, hacking, denial of service attacks, crisis management activity related to data breaches, and legal claims for defamation, fraud, and privacy violations), with limits of at least \$2,500,000 for each occurrence.

All Vendor CGL, automobile liability insurance and cybersecurity insurance shall designate Company, its affiliates, and their directors, officers and employees (all hereinafter referred to in this clause as "Company") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Company shall apply on an excess basis. Vendor agrees that Vendor, Vendor's insurer(s) and anyone claiming by, through, under or on Vendor's behalf shall have no claim, right of action or right of subrogation against Company and its customers based on any loss or liability insured against under the foregoing insurance. Vendor and Vendor's subcontractors shall furnish prior to the start of Work, certificates or adequate proof of the foregoing insurance, including, if specifically requested by Company, endorsements and policies. Company shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an "A" rating.

30. Notices. Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Company shall be in writing and shall be given or made by confirmed facsimile, by certified or registered mail or by overnight carrier with confirmed delivery notification or by electronic mail with delivery confirmation. All notices shall be addressed to the respective parties as follows:

To Company:
Darden Corporation
1000 Darden Center Drive
Orlando, Florida 32837
Attn:

To Vendor:

Attn: _____

With a copy to:
Darden Corporation
1000 Darden Center Drive
Orlando, Florida 32837
Attn: Darden Commercial Law
Sr. Associate Counsel

With a copy to:

Attn: ____

The above addresses may be changed at any time by giving prior written notice to the addresses above.

31. Assignment. Neither party may assign, directly or indirectly, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other, and any such attempted transfer shall be null and void; *provided, however*, that either party may assign this Agreement in connection with a merger, acquisition, sale or other transfer of all or part of its business, or in connection with an internal corporate reorganization, change of control or other similar arrangement, following notice to the other party. This Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

32. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.

33. Survival of Obligations. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

34. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

35. Choice of Law. This Agreement and all transactions under it shall be governed by the laws of the State of Florida excluding its choice of laws rules.

36. Alternate Dispute Resolution. If a dispute arises related to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Any such mediation will be held in Orange County, Florida. Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. All defenses based on passage of time shall be suspended pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. In the event mediation is unsuccessful, the parties agree to submit the matter for binding arbitration by AAA and in accordance with the AAA rules for commercial arbitration. Any such arbitration will be conducted in Orange County, Florida. In such event, each party shall bear its own expenses and an equal share of the arbitrator fees of the AAA.

37. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

38. Conflict Of Interest. Vendor agrees to refrain from (i) giving commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of Company in connection with this Agreement; or (ii) allowing employee's family members or partners outside of Company (including without limitation, in-laws, life partners, business partners and the like) to be involved in the decision making process or to be an influencer in connection with this Agreement. Vendor shall not engage in any behavior or encourage action by Company's employees that is contrary to (a) Company's policies regarding conflicts of interest (www.darden.com/corporate/), (b) public policy, or (c) any applicable local, state, federal, or international law, regulation, ordinance, standard, or guideline. In the event that Vendor takes any action contrary to Company's interests under this Agreement, or in furtherance of Company's employee's prohibited behavior (including but not limited to the examples above), Vendor shall promptly notify Company, and Company may, at its option, terminate this Agreement without any further obligation to Vendor.

39. Authorization and Supervision. The Services of Vendor in connection with the Work to be performed shall be under the general direction of Vendor who shall manage the performance and provide reports to Company and shall be subject to oversight, as to the results obtained, by Company's _____. Such Services shall be limited to those described within the SOW.

40. Systems Access and Equipment Bailment. Vendor may be provided access to Company's computer or electronic systems ("System Access"). System Access applies to all types of computer or electronic systems (or any substitute therefor) including but not limited to, any third party computer or electronic systems, e-mail, intranet, internet, extranet and telephone voicemail to which Vendor may be given access. Vendor shall be responsible for all of Vendor's actions relating to such system including use of any logon IDs, passwords or other authentication methods provided to Vendor. All Vendor connectivity or attempted connectivity to Company computing systems shall be only through Company's security gateways or Company's firewalls. Vendor shall not access, and shall not permit unauthorized persons or entities within its control to access, Company's computing systems without Company's express written authorization and any such actual or attempted access shall be consistent with any such authorization. To the greatest extent possible, Vendor shall restrict System Access to Company's network and computer systems to the least degree of access required for performance of any Services. Vendor shall use System Access exclusively for the performance of Services. If Company provides any equipment (including, without limitation, hardware, software and stored data) to Vendor, Vendor shall keep and safeguard such equipment as a bailee and use such equipment only to perform the Services.

41. Assistants. From time to time, Vendor may, subject to the terms and conditions set forth in this Agreement, engage employees, independent contractors, consultants, volunteer assistants or other persons or entities (collectively, "Assistants") to aid Vendor in performing Vendor's duties under this Agreement. Neither Company nor any of its subsidiaries, affiliates or related companies has any relationship with or to such Assistants and such Assistants are not employees, agents, consultants, representatives, assistants or independent contractors of Company, its subsidiaries, affiliates or related companies. Vendor shall be fully and solely

responsible for the supervision of such Assistants, compliance by such Assistants with U.S. Employment Authorization Requirements and for all work performed by such Assistants and any third-party subcontractors approved by Company as provided in this Agreement. In the event that any Assistant performing Services is found to be unacceptable to Company for cause or without cause, including, but not limited to, demonstration that he or she is not qualified to perform such Services, Company shall notify Vendor of such fact and Vendor shall immediately remove said Assistant from performing Services and, promptly provide a qualified replacement. In addition, Vendor shall not remove any Assistant providing Services under agreement without the prior written consent of Company. Upon request by Company, Vendor shall ensure that all Assistants execute a Non-Disclosure Agreement in a form acceptable to Company, and Vendor will be responsible for any violation of such agreement by its Assistants.

42. Authorization Verification Requirements

- a. Company requires that Vendor, and its Assistants, comply with immigration laws that require verification of employment authorization, including, but not limited to, labor and employment laws such as the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996, as amended.
- b. In order to ensure to Company that Vendor is in compliance with the law, Company requests and requires the following:
 - i. Adopted Plan of Compliance
 - 1) By signing this Agreement, Vendor attests that it has adopted a plan of compliance that is in effect as of the Effective Date of this Agreement. Vendor assures that its compliance plan includes, but is not limited to:
 - (a) timely, proper completion of I-9 forms and verification of employment authorization;
 - (b) timely reverification of I-9 forms for employees with expiring employment authorization;
 - (c) proper training of personnel who will prepare I-9 forms; and
 - (d) periodic audits of I-9 forms.
 - 2) In addition to the above conditions for the compliance plan, by signing this Agreement Vendor confirms that the following requirements will apply for its Assistants working on Company projects:
 - (a) All Assistants must maintain on their person a valid government-issued identification card; and
 - (b) Copies of I-9s and supporting documentation for each Vendor and Assistant working on Company projects will be maintained by Vendor.
 - ii. Certification of Compliance
 - 1) By signing this Agreement, Vendor attests that:
 - (a) it has had a qualified legal or human resources professional review the I-9 forms, and supporting documentation, for all employees and Assistants of Vendor who will work on any Company project and/or on any Company facilities;
 - (b) the identity and employment authorization documentation of each Assistant appear to be valid and genuine on their face, and
 - (c) Vendor is in compliance with the immigration employment verification requirements set forth in the immigration laws referenced above;
 - (d) Vendor will impose these same requirements of an adopted plan of compliance and a certificate of compliance on its subcontractors, if

any, who work on any Company project and/or on any Company facility(ies).

iii. Third Party Audit

By signing this agreement, Vendor agrees that, at Company's sole discretion, Company may require Vendor to submit to and cooperate fully with a third party audit of the I-9 forms and related documents at Company's expense. Additionally, Company requires that Vendor reserve for Company the right to audit Vendor's subcontractors, as well.

43. Export Control Regulations And Deemed Exports

- a. Vendor will not directly or indirectly transmit, by way of transshipment, export, reexport, diversion or otherwise, any Work Product or Confidential Information of Company to any destination or location outside the United States except as authorized by Company and in accordance with the U.S. export control laws and regulations
- b. Vendor acknowledges that the export control laws may apply to the disclosure or release of certain technology and software to a foreign national located in the United States, and that Vendor will not release to any unprotected foreign national any Work Product or Confidential Information of Company except as authorized by Company and in accordance with U.S. export control laws and regulations.
- c. In order to comply with U.S. export control laws and regulations, Vendor agrees that it will not assign any unprotected foreign national to work on Company projects unless Vendor has: (i) identified the unprotected foreign national to Company (ii) provided Company with all information necessary for Company to make an export licensing determination; and, (iii) has received from Company permission to assign such unprotected foreign national to Company's work. "Unprotected foreign national" shall mean a person who is not a protected individual under the Immigration and Naturalization Act ("INA") (8 U.S.C. sec. 1324b(a)(3)). Protected individuals generally include U.S. citizens, U.S. nationals, lawful permanent residents, lawful temporary residents, refugees and asylees. Possession of a valid work visa does not necessarily confer protected individual status on an individual.

44. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no understandings relative to the contents of this Agreement exist between the parties other than as expressed herein. This Agreement may be amended or modified only in writing and shall have no legal affect until it is signed in ink by Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above.

VENDOR

Darden Corporation

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

ATTACHMENT TO DARDEN SERVICES AGREEMENT

Attachment A- : STATEMENT OF WORK

Pursuant to Darden Services Agreement between Company and Vendor dated _____ (“Agreement”)

This Statement of Work, designated as Attachment A-____, (“Statement of Work” or “SOW”) is entered into as of this ____ day of _____, _____ by and between Darden Corporation (“Company”), and _____ (“Vendor”) and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Statement of Work, the Statement of Work will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

1. Name and Detailed Description of Project
2. Project Scope (background, functional scope, technical scope)
3. Purpose, Objectives and Activities of Project by Phase
4. Vendor IP: Services and/or Documents to be provided by Vendor that are included in Vendor IP (Vendor will retain sole and exclusive ownership to all Vendor IP.)
5. Tasks to be Completed by Vendor (Includes any responsibilities to be performed by Vendor in connection with the services provided hereunder.)
6. Vendor Staffing
7. Tasks to be Completed by Company (Includes any responsibilities to be performed by Company in connection with the services provided hereunder.)
8. Deliverables To Be Provided By Vendor (Company will retain sole and exclusive ownership of all intellectual property rights in the “Deliverables.” If there are no Deliverables, state “Not Applicable”)
9. Project Schedule/Timeline

Phase	Start Date	End Date

10. Status Reporting. Vendor will provide weekly status reports, addressing the following areas:
 - a. Overall Project Status – highlighting activities performed during the reporting period; activities planned for next reporting period; schedule variances; variances in the financials of the project; hours actually performed per phase vs. hours originally planned for same phase and staffing; estimate to completion (hours and dollars)
 - b. Issues – escalation of project issues, obstacles

- c. Risks – escalation and visibility into project risks, and mitigation strategies
 - d. External Project Dependencies – escalation and visibility into external project dependencies and requirements
 - e. Change Requests – escalation of project change requests (“PCR”), requiring approval to change project scope, timeline, and/or cost
 - f. Milestones – escalation and visibility into key project milestones
 - g. Key Performance Indicators (“KPI”) – highlighting progress against phase exit criteria and Deliverable completion
11. Subcontractors/Portion of the work subcontracted
12. Company Authorized Representative. Vendor’s Services for this SOW are under the general direction of the Company’s authorized representative, including authority to approve a PCR form. The Company’s authorized representative is _____.
13. Project Managers.
- a. Vendor’s Project Manager: Any day to day decisions made by Vendor pursuant to the Services provided herein will be made by _____ (“Vendor Project Manager”).
- Company’s Project Manager: Any day to day decisions made by Company pursuant to the Services provided herein, will be made by _____ (“Company Project Manager”).
14. Acceptance Criteria and Procedures
- Upon Vendor completion of a Deliverable, Vendor will provide a written confirmation of such completion to Company, indicating the Deliverable completed and the date of such completion (“Deliverable Completion Form”). Company will provide written acceptance or written notice of non-conformity for each Deliverable within _____ business days (unless otherwise agreed) from the receipt of the Deliverable Completion Form (the “Acceptance Period”).
- If Company delivers a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the Deliverable fails to materially conform to the applicable acceptance criteria, before the end of the Acceptance Period, then Vendor will modify the Deliverable to correct the non-conformities and resubmit the Deliverable for further acceptance testing within _____ business days (unless otherwise agreed) from receipt of the notice of non-conformity (“Correction Period”). Upon resubmission of the Deliverable another Acceptance Period will ensue.
- If Vendor fails to receive a notice of non-conformity or acceptance within the Acceptance Period, the Deliverable shall be considered accepted at the end of business, Eastern Time, on the _____ business day of the Acceptance Period.
15. Rates, Fees and Expenses.

Company and Vendor understand and agree that Company will only pay additional expenses, costs, or fees upon the prior written approval of Company. In no event shall Vendor expenses exceed 15% of the total fees paid by Company to Vendor in this Statement of Work.

16. Billing and Payment Schedule

The fixed or not-to-exceed total fee for the Services to be performed by Vendor under this SOW is _____ U.S. Dollars (\$____), which shall be invoiced on the following schedule:

<i>Milestone</i>	<i>Percentage</i>	<i>Amount</i>

Not-to-exceed total fee means that the charges for the work done under this SOW cannot exceed the amount noted as the "not-to-exceed" fee. For fixed-fee projects, any additional hours required to complete the initial scope of work shall be Vendor's exclusive responsibility. If this is a Time & Materials project, any additional hours required to complete the scope of the work will be addressed in a PCR executed by the parties.

17. Invoicing and Payment Information.

- a) The invoices shall be sent to Company at:

Darden Corporation
Attn: _____
Address: _____

- b) All payments shall be sent to Vendor at:

Attn: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above:

Vendor

Darden Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____