

Menu with Tray Card Agreement

This Menu with Tray Card System Agreement (the “**Agreement**”) is made by and between US Foods, Inc., located at 9399 W. Higgins Road, Suite 500, Rosemont IL 60018 (“**USF**”) and _____ located at _____ (“**Customer**”). In consideration of the following agreements and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Customer hereby subscribes to the Blueprint Menu Management System (“**BluePrint**”) **Menu with Tray Card Subscription**, software provided by CBORD Group, Inc. Customer will receive 1 user ID & 1 password for menu and tray card applications (“**Primary User**”). In addition to 1 user ID & 1 password occupied by Primary User, Customer may receive up to 3 additional user IDs & passwords for access to the Tray Card application only.

Monthly Fee: \$170.00

(Required) Primary User Name: _____

(Required) Primary User Email: _____

Additional User 1: _____

Additional User 1 Email: _____

Additional User 2: _____

Additional User 2 Email: _____

Additional User 3: _____

Additional User 3 Email: _____

2. Customer agrees to pay the above monthly subscription fee(s), at the Effective Date and each month, payable within thirty (30) days of Customer’s receipt of USF’s invoice. Prices do not include taxes, including sales tax. Unless Customer provides USF with appropriate tax exemption forms, Customer will be responsible for the payment of all applicable taxes. Pursuant to USF’s agreement with CBORD Group, Inc., Customer’s subscription fees are subject to an annual increase in monthly subscription fee(s) based upon the U.S. Census Bureau of Labor Statistics Consumer Price Index (“**CPI**”).
3. The subscription package(s) includes a software license for four seats on Customer’s server (i.e. one user on Customer’s server that are provided access to the menu software). Customer acknowledges and agrees to the following:
 - Hardware – All networking printers and hardware physically located at Customer sites. Any computer used to access BluePrint will be required to have industry-standard web browsers to access the application. The following browsers are supported:
 - Microsoft® Internet Explorer® 11.0 or higher
 - Mozilla® Firefox latest version recommended
 - Google® Chrome latest version recommended
 - Reports are generated using the PDF file format and should be accessed with Adobe Acrobat Reader. The recommended version is 7.0 or above.
 - Pop-up blockers must be disabled when using the application as reports appear in separate windows. Customer must also have the ability to save flat files to their computer.
4. During the term of this Agreement, USF will offer Customer BluePrint Menu Management: 1) training materials in the form of a User Manual, and 2) pre-recorded video tutorials. Customer must complete training material provided by USF.
5. This Agreement is contingent upon Customer’s compliance with its other agreements with USF, including the requirement to purchase 80% of its

foodservice requirements from USF.

6. Customer acknowledges and agrees it is responsible for (a) notifying USF of changes to approved user login/passwords, (b) addressing any individual patient needs, and (c) revising menus to meet federal and state regulatory agency guidelines.
7. The Agreement term will begin on the date this signed Agreement is received by USF via fax at 480.629.6853 or e-mail at BluePrintAdmin@usfoods.com (the “**Effective Date**”). This Agreement is valid for an initial period of one (1) year from the Effective Date and will automatically renew thereafter on an annual basis unless thirty (30) days prior written notice is given to USF. This Agreement may be terminated by either party upon thirty (30) days’ advance written notice. If Customer terminates this Agreement prior to the end of any applicable twelve (12) month subscription period, Customer will receive a final bill for all monthly payments due for the remaining [software] subscription period. Final invoices are payable within thirty (30) days of receipt.
8. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflicts of laws principles thereof.
9. US Foods is not a Business Associate as defined in the Health Insurance Portability & Accountability Act (“**HIPAA**”) and accordingly, does not have or want access to, any protected health information (“**PHI**”) of Customer’s patients. Customer should not share any PHI and must take active steps to prevent the intentional and/or inadvertent sharing of PHI with USF.
10. This Agreement may not be assigned in whole or in part by Customer without the prior written consent of USF, which will not be unreasonably withheld. USF’s interest in this Agreement may be assigned or transferred at any time by USF without Customer consent, and upon the express assumption by such assignee of all of the liabilities of USF, such assignee shall thereupon become and be a party under this Agreement.
11. All notices under this Agreement will be in writing in either email or by U.S. mail, postage pre-paid, return receipt requested, or by an overnight delivery service, or delivered in person, at the addresses set forth above. Notice will be deemed given when received, as evidenced by the return receipt.
12. Notwithstanding anything contained herein to the contrary USF does not warrant that the services provided herein are fit for the particular purpose intended by Customer. Customer agrees to indemnify and hold USF harmless against all claims arising out of the use by Customer or any third party of any of the products and services provided for herein. ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. USF WILL IN NO WAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, EVEN IF USF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their authorized representatives as of the Effective Date.

CUSTOMER: _____
Print Facility Name

Signature

Printed Name

Title

USF Customer Number: _____

USF Division: _____

US FOODS, INC.

Signature

Printed Name

Title

USF Administrative Use:

Date Signed Agreement Received by USF: _____