

Coupa Portal Vendor Access Agreement

By accessing the Coupa Portal ("**Portal**") you ("**Vendor**") accept and agree to the terms of this Agreement (this "**Agreement**") with Darden Corporation ("**Company**").

1. **Access Rights and Restrictions.**

1.1. Subject to the terms of this Agreement, Company will use reasonable efforts to make the Portal service available to Vendor in accordance with, and for the Term of, this Agreement to permit authorized Vendor users ("**Users**") to remotely access and use the Portal service through the Internet solely to interact with Company (the "**Permitted Use**"). Vendor is hereby granted a limited, nonexclusive right to use the Portal materials in connection with its Permitted Use. All rights or interests not expressly granted to Vendor under this Agreement are reserved by Company. Vendor is and shall be responsible for the acts and omissions of Users as if such User acts and omissions were the acts and omissions of Vendor.

1.2. User access credentials issued to access or use the Portal service cannot be shared or used by more than one (1) individual at a time; provided, however, such a user's access rights may be transferred from one individual to another if the original user is removed, no longer requires, or is no longer permitted access to or use of the Portal service. Vendor shall take all reasonable precautions to prevent unauthorized persons from obtaining access to or use of the Portal service, and shall notify Company promptly of any such unauthorized access or use of which Vendor becomes aware.

1.3. Vendor shall not, and shall ensure that Users do not: (a) Reverse-engineer, disassemble, decode, or decompile, adapt or otherwise derive or gain access to the source code of the Portal service or any software or other technology used to provide the Portal service; (b) Copy, modify, alter, translate or create derivative works or improvements or enhancements of or to the Portal service; (c) transmit any content, data or information that is unlawful, abusive, harassing, tortious, defamatory, vulgar, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (d) infringe, violate or otherwise misappropriate the intellectual property, privacy, publicity, or any other proprietary rights of any entity or person; (e) interfere with or disrupt the software and systems used to host the Portal service, or other equipment and networks connected to the Portal service; (f) use the Portal service in the operation of a service bureau, outsourcing or time-sharing service; (g) circumvent or disclose the user authentication or security of the Portal service; (h) access the Portal service for the purpose of developing, or assisting in the developing of, a competitive product or service, or for copying its features or user interface; (i) permit access to the Portal service by any other person or entity; (j) make any use of the Portal service in any manner that violates any applicable local, state, national, international or foreign law or regulation; (j) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Portal service or access to the Portal service to any third party; (k) remove any proprietary notices, labels or marks on the Portal service; or (l) knowingly introduce a virus intended to damage or hinder the operation of the Portal service.

1.4. Vendor agrees to comply with all applicable laws regarding use of the Portal services, including, without limitation, U.S. export laws and regulations. Vendor represents that it is not prohibited from receiving United States exports or importing into the United States by listing on export/import denial lists published by any United States Government agency or department. Vendor further agrees that it shall not provide access to the Portal service to any person listed on any such United States Government list of prohibited and restricted parties. If Company learns of inappropriate or illegal use of the Portal service by Vendor, or has reason to believe such use may be occurring, Company may immediately suspend or terminate Vendor's access to all or any of the Portal service.

1.5. 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.

2. **Indemnification.** 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: 1) any breach of any provision, warranty, representation or obligation hereunder; and 2) the acts or omissions of Vendor or Users.

3. **Vendor Data.**

3.1 Vendor will implement technical and organizational measures necessary to meet requirements under applicable data protection laws to reasonably protect Vendor data.

3.2 Vendor shall be responsible for the content of Vendor data and for entering Vendor data into the Portal service. Vendor agrees that it has collected and shall maintain and handle all Vendor data in compliance with all applicable data privacy and protection laws, rules, and regulations.

3.3 Vendor agrees that it shall have sole responsibility and liability for any and all Vendor Data. "**Vendor Data**" means any data entered into the Portal by or on behalf of Vendor or furnished by or on behalf of Vendor pursuant to this Agreement.

3.4 Vendor agrees to indemnify, defend and hold harmless Company and its affiliates and their respective 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 attorneys' fees) that arise out of or result from a third party claim that the Vendor Data infringes any patent, copyright, trade secret, or other intellectual property right, privacy right or other proprietary right of a third party, or that the Vendor Data violates any applicable law.

3.5 In the event Vendor becomes aware of any security or confidentiality breach, threat or hazard to the security and integrity of Portal, Vendor shall immediately notify Company's Chief Compliance Officer and Chief Security Officer in writing to **Darden Corporation, at 1000 Darden Center Drive, Orlando Florida 32837 and by email (dataprivacy@darden.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 Vendor shall cooperate in good faith with Company, to prevent, mitigate or rectify such Security Incident.

4. Confidentiality. During the Term of this Agreement and thereafter, either party (the "**Disclosing Party**") may disclose to the other party (the "**Receiving Party**") confidential, proprietary or trade secret information (including without limitation technical, business or financial information) (collectively, "**Confidential Information**"). The Receiving Party shall maintain, and shall require all its personnel to maintain, the Disclosing Party's Confidential Information in confidence. The Receiving Party shall limit the disclosure of the Disclosing Party's Confidential Information to only the personnel of the Receiving Party having a need to know the Confidential Information of the Disclosing Party for the purposes of exercising rights granted under this Agreement or of performing the Receiving Party's obligations under this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party except with prior written consent of the Disclosing Party or as required by an appropriate judicial order or other legal process after providing the Disclosing Party with reasonable notice and opportunity to object. Confidential Information shall not include any information (i) independently developed by a party, (ii) generally available to the public other than by a party's breach of this Agreement, (iii) already known by a party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party.

5. Warranty and Disclaimer. Vendor represents and warrants that the information provided to Company and/or entered into the Portal shall: 1) not infringe or violate the rights of any third party; 2) be free of any virus, Trojan Horse, cancel bot, time bombs or other devices intended to disable or to erase, damage or corrupt software, hardware or data. VENDOR ACKNOWLEDGES AND AGREES THAT THE PORTAL SERVICE AND THE PORTAL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MATTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT AGAINST THE LOSS OF DATA OR THAT THE PORTAL SERVICE WILL BE UNINTERRUPTED, FREE FROM ERRORS OR DEFECTS, OR PROVIDED WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING CORRECTED

6. Limitation of Liability. THE TOTAL LIABILITY OF COMPANY IN RESPECT OF ALL CLAIMS UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED ONE THOUSAND US DOLLARS (US \$1,000). IN NO EVENT SHALL COMPANY BE

LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR LOSS OR INACCURACY OF ANY DATA, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR A THIRD PARTY RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE PORTAL SERVICE OR PORTAL MATERIALS, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE.

7. Term and Termination.

7.1 Company may terminate this Agreement immediately upon written notice to Vendor.

7.2 In addition to Company's termination rights set forth in Section 7.1 above, Company may deactivate Vendor's access credentials and/or temporarily suspend access to the Portal service or a portion thereof if Company reasonably determines that the continued use of the Portal service may result in harm to the Portal service, Company's intellectual property rights, or the rights of third parties.

8. Administrative.

8.1 The Portal service may contain links to external websites (or other means of access to third party materials) solely for the purpose of providing the services. Company is not responsible for the information, content, or the availability or performance of any such information or content provided by any such third parties.

8.2 This Agreement constitutes the entire agreement between Company and Vendor with respect to Vendor's use of the Portal service and other subject matter hereof. Construction and conflicts under this Agreement shall be governed by any underlying supply, vendor or services agreement between the Vendor and Company.

8.3 Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement.

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

8.5 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.

