

SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

"LICENSEE"

Name: City of Marquette Downtown Development Authority
Address: 337 West Washington St., Marquette, MI 49855

"LICENSOR"

Name: Local Food Marketplace, Inc.
Address: PO Box 1314, Eugene, OR 97440

1. Grant of License. Local Food Marketplace, Inc. ("Licensor") hereby grants to Licensee, and Licensee accepts from Local Food Marketplace, Inc. a license to use the Local Food Marketplace Software Programs and related documentation (hereinafter the "Licensed Software"), in machine-readable source and object code formats, through a single website, and single distribution site, subject to and in accordance with the terms, conditions and limitations of this Agreement.

2. Scope of License. Licensee agrees that it will use the Licensed Software hereunder only in connection with its own business, and it will not, without the express written permission of Local Food Marketplace, Inc., sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee's "own business" shall include Licensee's affiliates, bona fide correspondents and third-party customers for whom Licensee provides services.

3. Payment Terms.

(a) License Pricing. License pricing will be based on the monthly subscription fees (the "Monthly Subscription Fees") and the license initiation fee (the "Initiation Fee") as provided in Exhibit A. In addition to the foregoing charges, Licensee is obligated to pay any federal, state, local, and other taxes, fees and assessments (other than taxes on Local Food Marketplace, Inc.'s corporate net income) imposed in connection with this Agreement.

(b) Term Commitment. The Licensee commits to the Initiation Fee and the minimum quantity of Monthly Subscription Fees described in Exhibit A ("Term Commitment").

(c) Invoicing, Credit Check, and Payment Terms. Before Local Food Marketplace, Inc. furnishes the Software, Local Food Marketplace, Inc. may require the Licensee to: (i) pass a credit check and (ii) make full payment for the Initiation Fee and the Monthly Subscription Fee for the first month of Software License. Local Food Marketplace, Inc. will invoice the Licensee according to the Payment Info section in

Exhibit A. Licensee will be assessed any charges incurred by Local Food Marketplace, Inc., should Licensee's account have inadequate funds to cover the transaction. If Local Food Marketplace, Inc. does not receive the full amount of payment within fifteen (15) days of the invoice due date, Licensee will be assessed a \$10 late fee per month plus an additional one-point-five percent (1.5%) (or the highest amount allowed by law, whichever is lower) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to Local Food Marketplace, Inc. Licensee shall also be liable for any and all attorney and collection fees arising from Local Food Marketplace, Inc.'s efforts to collect any unpaid balance of Licensee's account.

4. License Activation Date and Billing Cycles

The License Activation Date determines the date which Licensee is responsible for Monthly Subscription Fee, as described in Exhibit A.

5. Duration and Termination

(a) Duration. Unless terminated earlier as provided elsewhere in this Agreement, Local Food Marketplace, Inc. will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fee during the Term defined in Exhibit A ("Term"). In the event that the Licensee continues to license the Software past the Term, it shall continue on an annual basis, with either party having the right to terminate the Software License at any time upon ninety (90) days' prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended Software License period, Local Food Marketplace LLC, at its option, may bill Licensee at the rates contained in this Agreement or at rates in effect at that time.

(b) Voluntary Termination. Effective after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon ninety (90) days' prior written notice. Should Licensee terminate this

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Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by Local Food Marketplace, Inc., Licensee shall be responsible for the payments specified in Section 5(e). Licensee may also terminate agreement with no penalty upon written notification within 60 days of Local Food Marketplace providing access to Licensee. Licensee is responsible for all services rendered prior to cancelation. Licensee is not entitled to any refunds of the initiation fee, monthly subscription fees, or other services.

(c) For Breach. Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach. Without limiting the generality of the foregoing, failure to make any payment to Local Food Marketplace, Inc. when due is a material breach of this Agreement on the part of Licensee. Should Local Food Marketplace, Inc., as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e).

(d) Effect of Termination. Within ten (10) days after termination of this Agreement, Licensor shall terminate access to the Licensed Software and Licensee shall return copies of all documentation to Local Food Marketplace, Inc.

(e) Early Termination Charges. The rates and discounts set forth in this Agreement are based on Licensee's commitment to license the Software License for the entire Term Commitment. Licensee may terminate agreement prior to the end of the term if the business is dissolved. Licensee understands that any prepaid monthly subscription fees and license initiation fees are not refundable.

(f) Other Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Local Food Marketplace, Inc. prior to the termination of this Agreement, as the case may be.

6. License Not a Sale. This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Local Food Marketplace, Inc.. Nor shall Licensee acquire any right or interest in the Licensed Software

as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

7. User Registration. Local Food Marketplace, Inc. will grant Licensee one "admin" username and password. As long as the Licensee adheres to the provisions of this agreement, the Licensee may add other "admin" users. However, it is the Licensee's responsibility to keep all admin usernames and passwords secret. Licensee understands that potentially sensitive customer information such as customer name and address can be viewed by "admin" users. Any security or other issues that arise from any users of the software on Licensee's site are the complete responsibility of the Licensee.

8. Warranties. For so long as Licensee licenses the Software from Local Food Marketplace, Inc., Local Food Marketplace, Inc. warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Local Food Marketplace, Inc. may void this warranty if Licensee (i) augments or alters the Licensed Software or causes any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Local Food Marketplace, Inc.; or (iii) fails to keep its payments to Local Food Marketplace, Inc. current.

9. DISCLAIMERS.

(a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. LICENSEE EXPRESSLY AGREES THAT USE OF THE SOFTWARE IS AT ITS SOLE RISK. THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER Local Food Marketplace, Inc. NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE SOFTWARE (EXCEPT FOR THOSE DESCRIBED IN SECTION 8), ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND Local Food Marketplace, Inc. HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY;

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5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE. LICENSEE FURTHER AGREES THAT Local Food Marketplace, Inc. SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(b) LICENSEE REMEDIES. LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO Local Food Marketplace, Inc. BY OR ON BEHALF OF LICENSEE FOR LICENSING THE SOFTWARE IN THE 1 MONTH PRIOR TO THE CLAIMED INJURY OR DAMAGE. Local Food Marketplace, Inc. IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF Local Food Marketplace, Inc. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY Local Food Marketplace, Inc. OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Local Food Marketplace, Inc.'s liability is limited to the greatest extent permitted by law.

10. Proprietary property of Local Food Marketplace, Inc.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Local Food Marketplace, Inc., and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts

used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Local Food Marketplace, Inc., which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such Licensee. Except as required by law, Licensee shall not disclose Licensee use of Licensed Software in any advertising or promotional materials without the prior written consent to such use, and approval of such materials, by Local Food Marketplace, Inc.

(b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Local Food Marketplace, Inc., the unauthorized disclosure or use of any part of which would result in serious injury to Local Food Marketplace, Inc. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or that reasonably should be employed, by Licensee to protect its own most proprietary information. Further, Licensee is not permitted to modify, adapt, translate, reverse engineer, disassemble, or create derivative works based on the Licensed Software, documentation, screens or formats used in connection therewith.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and to comply with applicable laws and regulations.

(d) The obligations of Sections 10 and 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software would cause irreparable harm to Local Food Marketplace, Inc. for which there is no adequate remedy at law. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Local Food Marketplace, Inc. may, at its discretion and at Licensee's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems

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necessary to protect its rights. If Local Food Marketplace, Inc., in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Local Food Marketplace, Inc., that there will be no such unauthorized disclosure or use. In the absence of such assurance, Local Food Marketplace, Inc. may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a). The rights of Local Food Marketplace, Inc. hereunder are in addition to any other remedies provided by law.

(e) In the event that Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this or any other Agreement between Licensee and Local Food Marketplace, Inc., together with all payments made under this or any other Agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Local Food Marketplace, Inc. or its successor. Local Food Marketplace, Inc. may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

(f) The rights of Local Food Marketplace, Inc. under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity. In addition, Licensee shall be liable for all of Local Food Marketplace, Inc.'s costs and attorney's fees in connection with the pursuit by Local Food Marketplace, Inc. of any remedy provided or permitted by this Agreement, unless otherwise specified.

11. Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in Eugene, OR, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

(b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in Eugene, Oregon before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.

(c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.

(d) Any party may apply to a court of general jurisdiction to enforce an arbitrators' award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining such order, including reasonable attorneys' fees.

(e) Notwithstanding the provisions of paragraph 12(a) and (b) above, any action by Local Food Marketplace, Inc. to enforce its rights under paragraphs 3, 5 or 11 of this Agreement or to enjoin any infringement of the same by Licensee, may be commenced in the state or federal courts of Oregon, and each party consents to personal jurisdiction and venue in such courts for such actions.

12. General

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Local Food Marketplace, Inc. or its successor.

(c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of Oregon without regard to conflicts of laws provisions thereof. If any provision of this Agreement is found to

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be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

(e) Jurisdiction. By entering this Agreement, Licensee agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Oregon in the event any legal action is commenced by Local Food Marketplace, Inc. or its successor to enforce any rights arising hereunder.

(f) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.

(g) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitute the entire agreement of the parties and supersede all prior discussion and correspondence between them with respect to the subject matter hereof. No modifications of this Agreement shall be effective unless the same is in writing and signed by both parties.

(h) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.

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IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE: Marquette Downtown Development Authority

By: Rebecca Salmon

Title: Executive Director

Signature: Rebecca Salmon

Date: 4/24/2020

LICENSOR: Local Food Marketplace, Inc.

By: Amy McCann

Title: CEO & Co-Founder

Signature: Amy McCann

Date: 4/24/2020

EXHIBIT A

1. Description of Software:

- Starter Package: Web-based platform for order and distribution management, for up to 1 weekly or 1 concurrent distribution (\$79/mo prepaid annually)
- Standard Package: Web-based platform for order and distribution management, for up to 2 weekly distributions (\$149/mo prepaid annually)
- Premium Package: Web-based platform for order and distribution management, for up to 3 weekly distributions (\$229/mo prepaid annually)
- Enterprise Package: Web-based platform for order and distribution management, mobile ecommerce app, for unlimited weekly distributions (\$599/mo prepaid annually)

Additional modules:

- Advanced E-commerce Add-on (Starter only; US \$19/mo prepaid annually)
- Subscriptions Management (\$49/mo prepaid annually)
- Routing & Distribution Management (\$39/mo prepaid annually; \$0/mo during COVID-19 crisis)
- Inventory Management (\$49/mo prepaid annually)
- Traceability & Lot Tracking (\$39/mo prepaid annually; \$19/mo prepaid annually w/ Inv. Mgmt)
- Production Planning (\$59/mo prepaid annually)
- Quickbooks Online API Integration (\$39/mo prepaid annually)
- Member Management (\$49/mo prepaid annually)
- Content Management (\$49/mo prepaid annually)

- User Management (\$19/mo prepaid annually; Included with Premium Package)
- Additional weekly distributions – (\$70/mo prepaid annually per day)

2. Price of Software Subscription and License Initiation Fee

- | | |
|------------------------------|--|
| A. License Initiation Fee | US \$499 |
| B. Monthly Subscription Fees | US \$98/mo prepaid annually (or US \$127.40/mo paid monthly; US \$29/mo in hiatus* |
| C. Additional Services | None |

3. Term & Term Commitment

- | | |
|---------|---|
| A. Term | The Agreement shall commence on the date of the final |
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execution thereof, and it shall continue for a period of 12 months. (May 1, 2020- Apr 30, 2021)

B. Term Commitment

Initiation Fee and 12 months of Monthly Subscription Fees.

4. Payment info

Total due at initiation:

License initiation fee: US \$499

Monthly subscription fees ACTIVE (May 1, 2020 – Dec 31, 2020): US \$784

Monthly subscription fees HIATUS (Jan 1, 2021 – April 30, 2021): US \$116

TLD Discount (15% off setup and Year 1 monthly subscription fees): (\$209.85)

Total: US \$1,189.15

5. Services Agreement

License Initiation Fee includes the following:

- Build website template based on LFM's Standard Template using Licensee's logo and specified colors. All content, including photos and images within content updated and managed by Licensee. See LFM Site Template Document for more details.
- Unlimited group onboarding sessions; 1 personalized session (approx. 0.5 hours)
- Technical support & assistance through launch process.

Monthly Subscription Fees include the following:

- Technical support via email, web during standard business hours (unlimited to support related to Local Food Marketplace technology)
- Upgrades
- Release trainings, provided as webinar.
- Access to Customer Support Portal.

Additional Services may be offered for a fee. Additional services include:

- Additional training sessions. If Licensee's main contact changes, LFM requires Licensee to receive 2 hours of paid training to ensure an adequate transition.
- Emergency support (unless caused by LFM) outside of normal business hours
- Implementation of new website template or multiple revisions of original template design.
- Data imports, such as products, producers, or customers.
- SSL certificate for permitting shopping on your own URL. SSL certificate for www.yoursitename.localfoodmarketplace.com is included in monthly subscription fee.

Licensee is responsible for the following (and other services or infrastructure not specified in Local Food Marketplace, Inc. documentation, website, or brochures):

- Providing at least one "admin" email address for sending and receiving automated email messages through the system. (We require an email address from your registered domain.)
- Registering & maintaining registration of any URLs for the website (except for www.yoursitename.localfoodmarketplace.com)
- Maintaining and updating all site content.
- Obtaining a merchant account and Authorize.net account (if accepting credit cards)
- Licensing a separate marketing email service, if desired (such as Constant Contact or Mail Chimp)

Services are provided on a best effort basis and Local Food Marketplace, Inc. does not provide any

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guarantees related to its services. Please see LFM's Services document for more information about services. Local Food Marketplace, Inc. retains the right to develop and license additional features and modules for a fee.

*In hiatus, site will be upgraded and hosted on LFM servers, but site is inaccessible by Licensee, and Licensee producers. In addition, technical support services are inaccessible.