

PepsiCo, Inc. (“**PepsiCo**”), or an affiliate, owns or has the right to license its famous trademarks (“**Trademark**”). This Agreement, including the Brand Guidelines available through PepsiCo’s [Away From Home](#) portal and incorporated by reference, governs the use by Restaurant of PepsiCo’s Trademark and is effective on the date accepted and continues until terminated. By clicking “I Agree,” Restaurant agrees to the terms and conditions below and has the authority to enter into this binding agreement with PepsiCo. PepsiCo grants a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to Restaurant to use the Trademark.

Scope of License	Restaurant may: • Use the Trademark in the name or description of a food item adjacent to the generic name of the food item. • Use the Trademark on printed/digital menus, in-store signage or displays. • Use the Trademark only in accordance with the Brand Guidelines or as approved through PepsiCo’s published submission process. • Use the Trademark only with menu items that include the genuine PepsiCo product or ingredient sold under that Trademark. • Use trademark symbols and notices: [_____]® is a trademark of PepsiCo, Inc. or its affiliates. Used under license.	Restaurant may NOT: • Modify, stylize, animate or combine the Trademark with other logos or trademarks. • Use the Trademark as a noun, verb or in the Restaurant name, logo, domain name or social handles. • Use the Trademark in any manner that is not expressly permitted by the Brand Guidelines, or in paid advertising or packaging, all unless approved in writing by PepsiCo through its submission process. PepsiCo’s silence or failure to respond does not constitute approval. • Use the Trademark in a misleading or offensive manner or when advertising items using the Trademark in a manner primarily directed to children under the age of thirteen. • Use the Trademark in any way that suggests PepsiCo prepares or approves the menu item or that Restaurant is a franchisee or agent of PepsiCo. • Apply (or assist others) to register the Trademark or any confusingly similar name, domain or social media handle.
 Quality Control	All use of the Trademark must conform to use and materials expressly permitted in the Brand Guidelines made available to Restaurant upon acceptance, and as may be updated. Any use that is not expressly permitted requires PepsiCo’s prior written approval. Restaurant’s use shall adhere to PepsiCo’s quality standards and shall not diminish the goodwill of the Trademark. Restaurant is responsible for ensuring that menu items and use of the Trademark must be of high standard and quality to protect and enhance the Trademark. PepsiCo may request samples of Restaurant’s use of the Trademark or inspect menu items for the purpose of confirming compliance with its quality standards and this Agreement. If PepsiCo believes any use does not comply, it may request correction within ten (10) business days. If use is not corrected to PepsiCo’s satisfaction, or if Restaurant’s use creates a food safety risk or is likely to cause significant reputational harm to the Trademark, PepsiCo may immediately terminate this Agreement, at which time, all use of the Trademark by Restaurant must immediately stop. Restaurant must purchase certain PepsiCo ingredients from PepsiCo’s designated supplier. Restaurant shall not source, substitute, modify, or self-manufacture the PepsiCo ingredients. Restaurant acknowledges that this quality control requirement applies only to the Ingredients and does not limit Restaurant’s sourcing of other products and is not intended to unlawfully restrain competition.	
 Ownership, Relief & No Agency	Restaurant acknowledges PepsiCo’s exclusive and valuable rights in the in the Trademark and that all use inures to PepsiCo’s benefit and that Restaurant will not acquire any rights thereto. Restaurant will not contest ownership or validity of the Trademark. Restaurant acknowledges that any breach of this Agreement would cause PepsiCo irreparable harm for which monetary damages are inadequate and that PepsiCo is entitled to seek injunctive relief and any other remedy available. PepsiCo and Restaurant are independent contractors and do not intend to create a partnership, employment, joint venture, franchise, or agency relationship of any kind.	
 Term and Termination	This license continues until Restaurant discontinues use of the Trademark or PepsiCo terminates. Upon termination, Restaurant will cease all use of the Trademark and will not use any name confusingly similar thereto. PepsiCo may modify this Agreement and will notify Restaurant of any material modification by email or by conspicuous notice. Modifications apply prospectively. If Restaurant does not agree to a modification, Restaurant may reject by notifying PepsiCo at which time this Agreement terminates. Restaurant’s continued use of the Trademark is acceptance of the modified agreement.	
 Liability and Indemnity	At its own expense, Restaurant shall maintain insurance, including commercial general liability insurance and products liability coverage identifying PepsiCo as an Additional Insured and Restaurant shall provide documentation upon PepsiCo’s request. Restaurant is solely responsible for ensuring that products and activities comply with any applicable regulations and laws. Restaurant defends, indemnifies and holds harmless PepsiCo from all claims or losses arising from or related to Restaurant’s food products, operations, misuse of the Trademark or breach of this Agreement. Restaurant is responsible for all costs and actions and shall not settle any claim in a manner that admits wrongdoing by PepsiCo or imposes on any obligation on PepsiCo.	
 Governing Law & General	This Agreement shall be governed by the laws of New York, USA, without regard to conflict of laws principles plus venue and jurisdiction in New York state and federal courts. Restaurant may not assign or transfer this Agreement. No failure or delay by PepsiCo in exercising any right waives that right. If any term of this Agreement is held to be illegal or unenforceable, the parties shall modify that term to make it enforceable; remaining provisions of this Agreement to remain in effect.	