# LICENSE AGREEMENT

This License Agreement ("**Agreement**") sets forth the terms and conditions governing each Order and Sale Agreement, order form or quote template (collectively, an "**OSA**") or Statement of Work ("**SOW**") between FoodChain ID Group, Inc., including its subsidiary Decernis LLC ("**FoodChain ID**") and the party executing such OSA or SOW, including its Affiliates ("**LICENSEE**"). FoodChain ID's Affiliates may also enter OSAs and SOWs with Client, which OSAs and SOWs will be governed by this Agreement and in which event references herein to "FoodChain ID" shall be deemed to be the FoodChain ID Affiliate entering such OSA or SOW. "**Affiliate**" means a current or future entity that is controlled by, or is under common control with, a party to this Agreement.

1.      **License.** FoodChain ID hereby grants to LICENSEE a nonexclusive, non-assignable, non-transferable, revocable, non-sublicensable, license to use the Licensed Products as set forth in the applicable OSA or SOW.

(a)      "**Licensed Data**" means the data licensed for use by LICENSEE in connection with the Licensed Products as set forth in the applicable OSA or SOW.

(b)      "**Licensed Products**" means the proprietary software products of FoodChain ID as set forth in the applicable OSA or SOW. Licensed Products also includes any manuals, handbooks and other written or electronic material accompanying the Licensed Products. Unless otherwise specified, when used in this Agreement, the term Licensed Products means and includes the Licensed Data and the Derived Information. "Derived Information" means all data, content and information extracted from, based on or derived from the Licensed Products (including but not limited to any compilation, data set, or subset of such data, content or information).

(c)      "**LICENSEE's Authorized Purposes**" means use of the Licensed Products by LICENSEE's employees and contractors that have been authorized by LICENSEE to use the Licensed Products ("**Authorized Users**") to: (i) generate the standard reports, summaries and extracts made available by FoodChain ID through the Licensed Products ("**FoodChain ID Standard Reports**"); and (ii) include such FoodChain ID Standard Reports in (A) reports and other documents to be submitted by LICENSEE to regulatory authorities, and (B) reports and other materials that LICENSEE distributes to its customers in the ordinary course of its business. The FoodChain ID Standard Reports shall constitute Derived Information. Notwithstanding the foregoing, all third-party contractors of LICENSEE must be approved in writing by FoodChain ID prior to such contractors accessing or using the Licensed Products, such approval not to be unreasonably withheld. LICENSEE may not copy or download any portion of the Licensed Products into a separate database format for any purpose without the prior written consent of FoodChain ID. LICENSEE is responsible for any breach of this Agreement by its employees, contractors and agents.

(d)      Type of License. Shall be set forth in the applicable OSA or SOW.

SINGLE USER.  CORPORATE; HOSTED.  CORPORATE; DEPLOYED.  CORPORATE; INTEGRATED.

For a SINGLE USER license, separate log-in credentials are required for each person using the Licensed Products and the log-in credentials may not be shared.

2.      **Updates.** FoodChain ID will provide LICENSEE with Updates that are made generally available by FoodChain ID to its clients during the Term (as specified in the OSA or SOW). "**Updates**" means updates to the Licensed Products provided by FoodChain ID that may include: (i) updated data or content included in the Licensed Data; (ii) corrections of any errors or defects; (iii) fixes of any minor bugs; and (iv) at the discretion of FoodChain ID, enhancements to the Licensed Products features and functionality.

3.      **Limitations on Use**. LICENSEE will not use the Licensed Products except as expressly permitted under this Agreement. Without limiting the generality of the foregoing, except as expressly permitted in this Agreement, LICENSEE agrees not to (nor to permit any third party to) directly or indirectly: (a) transfer, sell (or re-sell), assign, sublicense, rent or lease the Licensed Products, Licensed Data or the License granted hereunder; (b) reverse engineer, decompile, disassemble, or translate the Licensed Products; (c) circumvent any technological measure that controls access to the Licensed Products; (d) copy, reproduce, disclose, retransmit, distribute, display, perform, publish, adapt, create derivative works of, translate, or otherwise modify the Licensed Products or combine the Licensed Products with any other products, data or services; (e) remove or alter any printed or on-screen copyright, trademark or other legal notices or disclaimers contained on or in the Licensed Products; or (f) distort or manipulate any Licensed Data. LICENSEE represents and warrants that it will not use, display, disseminate, or distribute in any way the Licensed Products or any portion thereof in violation of any applicable law, rule or regulation of applicable jurisdiction.      LICENSEE shall also comply with the Acceptable Use Policy (https://www.foodchainid.com/acceptable-use-policy/) at all times.

4.      **Term; Termination.**

(a)      Term**.** This Agreement commences on the Effective Date of the initial OSA or SOW and shall continue in effect until the expiration or termination of all OSAs and SOWs hereunder. Each OSA commences on its Effective Date and continues for a period as specified in the OSA (the "**Initial Term**") and (except as specified in a particular OSA) thereafter automatically renews for successive one year terms, unless otherwise agreed by the parties (each a "**Renewal Term**") at FoodChain ID's then-current pricing for the year(s) in which the Renewal Term commences unless (i) LICENSEE provides FoodChain ID with written notice no less than 30 days prior to expiration of the then-current Term that it is not renewing the OSA, (ii) FoodChain ID provides LICENSEE with written notice no less

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than 90 days prior to the expiration of the then-current Term that it is not renewing the OSA, (iii) the OSA is terminated for cause as provided in Section 4(b); or (iv) the OSA is terminated as provided elsewhere in the Agreement. FoodChain ID will endeavor to notify LICENSEE of the fees for any Renewal Term approximately sixty (60) days prior to the end of the then-current Term (email or invoice shall be sufficient).

(b)     Termination for Cause. This Agreement may be terminated as follows:

(i)     This Agreement shall terminate at the end of the Initial Term or a Renewal Term if either party provides written notification to the other party of its intention not to renew the OSA or SOW at least 30 days before the expiration of the Initial Term or Renewal Term, as applicable.

(ii)     If either party materially breaches any obligation under that OSA or SOW, provided the non-breaching party gives the other party written notice describing the breach with reasonable specificity, and the breaching party has not cured the breach, if such breach is capable of cure, within sixty (60) days of receipt of such notice. If LICENSEE terminates an OSA pursuant to this Section 4(b)(ii) FoodChain ID will refund the pro rata portion of the fees paid for the Licensed Products applicable to the period following the effective date of termination. If FoodChain ID terminates an OSA for Client's breach, Client will immediately pay FoodChain ID all amounts due for the then-current Term.

(iii)     If FoodChain ID discontinues distribution of updated versions of the Licensed Products, FoodChain ID may terminate the applicable OSA or SOW on written notice to LICENSEE, and shall refund to LICENSEE, on a pro rata basis, all License Fees paid for the balance of the Term.

(c)     Effect of Termination. Upon the termination of the applicable OSA or SOW hereunder for any reason LICENSEE shall: (i) immediately cease all use of the Licensed Products; (ii) immediately deliver to FoodChain ID any and all copies of the Licensed Products in whatever form (including all Derived Information) provided that LICENSEE may retain a maximum of 50 printed FoodChain ID Standard Reports; and (iii) within 30 days deliver to FoodChain ID a written certification of its compliance with the foregoing clauses (i) and (ii). The provisions of this Section 4(c) and Sections 5, 6, and 9-14 shall survive the termination or expiration of the applicable OSA or SOW.

5.     **Payments.**

(a)  Fees for the Licensed Products and Licensed Data are based on the type of License stated in the OSA (the "**License Metric**"). If the License Metric is based on "Named Users," separate log-in credentials are required for each person using the Licensed Products and the log-in credentials may not be shared.

(b)  Fees due for the Licensed Products and any Services are specified in the applicable OSA/SOW. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature including, for example, value-added, sales, use or withholding taxes assessable by any jurisdiction (collectively, "**Taxes**"). Taxes do not include taxes based on FoodChain ID's net income. LICENSEE is responsible for paying all Taxes associated with fees related to this Agreement and will not reduce any fees due to FoodChain ID by any Taxes LICENSEE is obligated to pay or withhold. If FoodChain ID has the legal obligation to pay or collect Taxes for which LICENSEE is responsible, FoodChain ID will invoice LICENSEE and LICENSEE will promptly pay that amount unless LICENSEE provides FoodChain ID with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition to fees and Taxes, LICENSEE is responsible for paying expenses FoodChain ID incurs in providing the Services, but solely to the extent such expenses are expressly (i) set forth on a SOW or OSA, or (ii) approved by Client in writing in advance of FoodChain ID incurring such expenses. "**Services**" means professional services provided by FoodChain ID to LICENSEE relating to the Licensed Products, which might include (i) consultation or advisory services; (ii) assistance with transition to the use of the Licensed Products (iii), assistance with implementation of the Licensed Products; or (iv) training with respect to the Licensed Products.

(c)  LICENSEE will pay all amounts due (that have not been disputed as provided below) within 30 days of the applicable invoice or due date unless specified otherwise in the relevant OSA or SOW. FoodChain ID may assess interest at the rate of one percent per month for any amounts not paid when due (unless such amounts have been disputed as provided below). LICENSEE is responsible for providing FoodChain ID with complete and accurate billing and contact information and notifying FoodChain ID of any changes to such information. If LICENSEE disputes any amount otherwise due in accordance with this Section 5(c), LICENSEE will provide written notice detailing the reasons for such dispute prior to the date the amount is due and will pay any amount(s) not disputed when due.

6.     **Intellectual Property Rights.** This Agreement is not a sale of software, data, or media, and conveys no title or ownership rights in the Licensed Products and Licensed Data. As between LICENSEE and FoodChain ID, FoodChain ID (and its Affiliates) is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Products and Licensed Data including without limitation, all patent, trademark, copyright and other intellectual property and proprietary rights therein. LICENSEE agrees not to take any action inconsistent with such title and ownership. All rights not expressly granted under this Agreement are reserved by FoodChain ID.

7.     **Third Party Materials.** FoodChain ID and LICENSEE acknowledge that the Licensed Products may incorporate software, data or documentation which were obtained by FoodChain ID under license from third party vendors ("Third Party Materials"), that are the owners or licensors of all intellectual property rights therein. All of the terms and conditions of this Agreement shall apply in like manner to Third Party Materials.

8.	**LICENSEE Materials.**  Certain Licensed Products such as a LICENSEE-Specific Private Library may permit LICENSEE to upload or otherwise provide reports, documentation or other materials of LICENSEE to be made available to LICENSEE through the Licensed Products ("**LICENSEE Materials**").  The LICENSEE remains the sole and exclusive owner of all right, title and interest in and to the LICENSEE Materials including without limitation, all patent, trademark, copyright and other intellectual property and proprietary rights therein.  FoodChain ID agrees not to take any action inconsistent with such title and ownership.  In the event that LICENSEE elects to upload or otherwise provide such LICENSEE Materials to FoodChain ID for access through the Licensed Products, LICENSEE hereby grants to FoodChain ID a nonexclusive, royalty-free license to manage, use and display such LICENSEE Materials only in connection with the Licensed Products licensed to LICENSEE.  LICENSEE represents and warrants that (i) LICENSEE either owns or possesses valid rights in and to the LICENSEE Materials and all portions thereof necessary to grant the rights granted to FoodChain ID by LICENSEE in this Agreement, and LICENSEE agrees to provide FoodChain ID with documentation evidencing the same upon request, (ii) no third party possesses any license or other rights with respect to the LICENSEE Materials that would prohibit or impair FoodChain ID' ability to exercise fully the rights granted by LICENSEE to the LICENSEE Materials, and (iii) there is no pending or threatened claim, action, or proceeding related to the LICENSEE Materials with respect to any intellectual property rights, and there is no basis for any such claim, action, or proceeding.

9.	**Confidentiality**.

	(a)	_Confidential Information_.  In the course of performing this Agreement, a party (a "**disclosing party**") may disclose to the other party (a "**receiving party**") Confidential Information. "**Confidential Information**" shall mean any and all technical and non-technical information provided by either party to the other, in oral, written, graphic or electronic form, that is either indicated to be the proprietary or confidential information of the disclosing party, or which, by its nature, the receiving party would reasonably deem to be confidential or proprietary, including but not limited to ideas, techniques, works of authorship, databases, inventions, know-how, processes, algorithms, software programs, and software source documents related to the current, future and proposed products and services of a disclosing party, and including, without limitation, a disclosing party's information concerning research, development, design details and specifications, engineering, financial information, purchasing, manufacturing, customer lists, investors, business and contractual relationships, business forecasts, sales, merchandising, marketing plans and information the disclosing party provides regarding third parties.  Without limiting the foregoing, the Licensed Products shall be deemed the Confidential Information of FoodChain ID.

	(b)	_Confidentiality and Non-Use Obligations_.  All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement.  Each receiving party agrees: (i) not to use any Confidential Information of the disclosing party for any purpose except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Confidential Information only to employees or third party contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein; (iii) to protect such Confidential Information from unauthorized use, access or disclosure in the same manner that it protects its own similar Confidential Information, but in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the disclosing party of any actual or potential unauthorized access to or use of Confidential Information. The foregoing restrictions on disclosure shall not apply with respect to any information which: (A) was or becomes generally known or publicly available through no act or failure to act on the part of the receiving party; (B) is known by the receiving party without restrictions on disclosure at the time of receiving such information as evidenced by its records; (C) is rightfully furnished to the receiving party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality, or (D) independently developed by receiving party without use of disclosing party's Confidential Information as shown by receiving party's written records; _provided_, that the exceptions set forth in clauses (B), (C) and (D) shall not apply to any information included in the Licensed Products.  Specific Confidential Information shall not be within the exceptions of the preceding sentence merely because it is embraced by more general information within those exceptions, nor shall a combination of features be within those exceptions merely because the individual features are within those exceptions.

	(c)	_Required Disclosures_.  If any Confidential Information of a disclosing party is required by law to be disclosed by the receiving party, the receiving party may make such disclosure provided that the receiving party: (i) gives the disclosing party prompt written notice of such requirement prior to such disclosure; (ii) provides reasonable assistance in obtaining an order protecting Confidential Information from disclosure; and (iii) discloses information only to the extent required by law (in the opinion of its counsel).  Any such required disclosure shall not alter the nature of the information as Confidential Information hereunder as between the parties.

10.	**Warranty; Disclaimer**

	(a)	FoodChain ID warrants that the Licensed Data has been obtained from selected U.S. Government, international, and other sources which it believes to be dependable, and that it has used reasonable efforts to verify the accuracy and completeness of the data.  However, the nature and volume of the information and data contained in the Licensed Products are such that errors of fact, omission, and judgment cannot be completely excluded.  LICENSEE's sole and exclusive remedy, and FoodChain ID's sole and exclusive liability, for a breach of the warranty set forth in this Section 10(a) is limited to the indemnification obligations of FoodChain ID set forth in Section 11(a).

	(b)	FOODCHAIN ID MAKES NO WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS/DATA OTHER THAN THOSE EXPRESSLY STATED HEREIN.  FOODCHAIN ID EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT AND THE LICENSED PRODUCTS/DATA OR THE USE THEREOF (INCLUDING BUT NOT LIMITED TO THE USE OF THE LICENSED PRODUCTS OR LICENSED DATA IN CONNECTION WITH ANY

REPORTS, MATERIALS, DATABASES, SOFTWARE, PRODUCTS OR SERVICES OF LICENSEE OR ANY THIRD PARTY), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ACCURACY, COMPLETENESS AND/OR QUALITY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE AND COURSE OF DEALING. FOODCHAIN ID DOES NOT WARRANT THAT (I) THE LICENSED PRODUCTS/DATA WILL BE ERROR-FREE OR FREE OF OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO LICENSEE'S DATA, SOFTWARE, HARDWARE OR SYSTEMS, OR (II) MEET LICENSEE'S REQUIREMENTS, OR (III) ERRORS WILL BE CORRECTED.

**11.** **Indemnification; Limitation on Liability.**

(a)     FoodChain ID shall indemnify LICENSEE for the cost of any fines or penalties imposed upon LICENSEE by a governmental authority based on or arising out of a breach by FoodChain ID of the warranty set forth in Section 10(a).

(b)     LICENSEE shall (i) promptly notify FoodChain ID in writing of any indemnifiable claim, (ii) give FoodChain ID reasonable information, assistance and cooperation required to defend such claim, and (iii) allow FoodChain ID to control the defense of any such claim and all negotiations for its settlement or compromise.  FoodChain ID has no obligation under this Section 11 for indemnity actions resulting from (w) modification of the Licensed Product/Data by LICENSEE, (x) combinations of Licensed Products/Data by LICENSEE with software or hardware not required for use of the Licensed Products/Data in accordance with their Documentation, (y) third party content or data supplied by LICENSEE, or licensed from, a third-party, or (z) LICENSEE's breach of this Agreement. This Section 11 states LICENSEE's entire remedy and FoodChain ID's entire liability for any indemnity claim.

(c)     EXCEPT FOR (A) LICENSEE'S BREACH OF SECTIONS 1, 3, 6 OR 8 (B) LICENSEE'S OBLIGATION TO PAY FOODCHAIN ID FEES IN SECTION 4, AND (C) AS OTHERWISE PROHIBITED BY LAW, FOODCHAIN ID'S (AND ITS AFFILIATES) AND LICENSEE'S TOTAL LIABILITY UNDER THE APPLICABLE OSA OR SOW, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR BREACH OF WARRANTY, SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID BY LICENSEE FOR THE LICENSED PRODUCTS WITHIN THE TWELVE (12) MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LICENSEE'S CLAIM PURSUANT TO THE APPLICABLE OSA OR SOW.  EXCEPT FOR THE EXCEPTIONS IN THE PRIOR SENTENCE (A-C), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS, LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(d)     General. Except as may be prohibited by applicable law: (i) the limitations of liability are cumulative and not per incident and include any refunds paid hereunder and (ii) the foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each party is responsible and liable for the actions and omissions of its Affiliates, contractors and end-users (with respect to LICENSEE) related to this Agreement as if such actions or omissions were by such party.

**12.**     **Notices**.  Except as otherwise set forth herein, all notices will be in writing and delivered in person, by overnight delivery service or certified mail. Notices related to the availability of Licensed Products or Licensed Data may be sent by email to the FoodChain ID Point of Contact listed in the applicable OSA or SOW. All notices are effective upon receipt.

**13.**     **U.S. Government Restricted Rights**.  The Licensed Products and related documentation and technical data were developed at private expense and without any government funding.  If LICENSEE is a government agency or entity, LICENSEE agrees as a condition for this license to claim no more than "limited rights" in any documentation or technical data related to the Licensed Products and no more than "restricted rights" in the Licensed Products.  If LICENSEE is a private party or other non-government entity that does business with a government agency or entity, LICENSEE agrees as a condition for this License to take all steps necessary to ensure that no government agency or entity obtains more than "limited rights" in documentation or technical data related to the Licensed Products or "restricted rights" in the Licensed Products.  The terms "limited rights" and "restricted rights" are defined in 48 C.F.R. 52.227-14.

**14.**     **Force Majeure**.  Except for the obligation to pay fees as and when due, neither party shall be responsible for delays or failures to perform due to a Force Majeure Event. "**Force Majeure Event**" means any event that results from any cause beyond a party's reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**15.**     **Miscellaneous.**  The parties to this Agreement are independent contractors.  There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.  Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the prior written consent of the other party, provided however that either party may assign all of its rights and obligations under this Agreement without the prior written consent of the other party to a person or entity which acquires all or substantially all of the assets, voting securities or business of such party, whether by sale, merger or otherwise.  This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.  In the case of a successor to or assignee of LICENSEE, the License granted herein extends only to the business or operating units of the LICENSEE existing immediately prior to such or assignment, acquisition or merger; this Agreement confers no rights on the acquiring entity of LICENSEE or its business or operating units.  LICENSEE shall provide notice of any such assignment (including by operation of law) to FoodChain ID following such

assignment.  This Agreement shall be deemed to have been made and performed in and shall be construed pursuant to the laws of the State of Delaware, excluding application of its conflict of laws principles.  In the event a party initiates any legal proceeding with regard to the interpretation or enforcement of this Agreement, the parties hereby agree to submit to the exclusive jurisdiction of the appropriate state and federal courts of the State of Delaware.  Any waiver of or amendment to the terms of this Agreement shall be effective only if made in writing and signed by an authorized and duly empowered representative of each of the parties.  No failure to exercise, and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude further exercise of any right hereunder.  If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire Agreement with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written Agreements concerning such subject matter (including any purchase orders and non-disclosure or confidentiality agreements).  The parties agree that this Agreement, and any OSA and SOW hereunder, may only be modified by a written amendment signed by both parties that expressly amends the terms contained therein.  This Agreement may be executed in multiple counterparts, which together will constitute one and the same instrument.  Except and only to the extent that an OSA amends this Agreement by express reference (and then only as to such OSA), in the event of any conflict between the terms of this Agreement and any OSA or SOW, the following order of precedence applies: (1) Agreement, (2) OSA, (3) SOW.