

## TESTING SERVICES AGREEMENT

THIS TESTING SERVICES AGREEMENT (“**Agreement**”) sets forth the terms and conditions governing each Order Form, Quote, Proposal or similar documentation (collectively an “**Order**”) or Statement of Work (“**SOW**”) between FoodChain ID Group, Inc. (“**FoodChain ID**”) and the party executing such Order or SOW, including its Affiliates (“**Client**”). FoodChain ID’s Affiliates may also enter Orders or SOWs with Client, which Orders/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 Order/SOW. FoodChain ID and Client are hereinafter referred to as a “**Party**” or collectively, as the “**Parties**”. “**Affiliate**” means a current or future entity that is controlled by, or is under common control with, a Party to this Agreement.

### 1 OVERVIEW.

- 1.1 General. A contract under this Agreement comes into being when an Order or SOW has been signed by a Client. All services provided by FoodChain ID are expressly limited to, and will only be provided on the basis of, the terms and conditions stated herein and to the exclusion of all other terms and conditions, including any terms or conditions which Client may purport to impose or which appear on any website, purchase order, purchasing document, order confirmation, correspondence or other document or communication provided by Client, irrespective of their date of communication.
- 1.2 This Agreement sets forth the entire agreement between FoodChain ID and Client, and supersedes all prior and contemporaneous negotiations, agreements, representations, understandings, and commitments with respect thereto. The Agreement shall only apply to and bind a Client for Services identified in an Order or SOW that are accepted by the FoodChain ID entity signing (or identified in) the Order or SOW. Each individual Order or SOW establishes a separate stand-alone contract between FoodChain ID and Client.

### 2 SERVICES.

- 2.1 Services. Client may request that FoodChain ID provide the services as further described in this Agreement and detailed in the applicable Order or SOW (“**Services**”). The Services may include (but are not limited to) food and feed testing services. The Services will be provided by FoodChain ID in accordance with Good Industry Practice by appropriately skilled, qualified and trained personnel. “**Good Industry Practice**” means the exercise of that degree of skill, care, diligence, prudence, foresight and timeliness that would reasonably be expected from a similar testing provider (having regard to size and nature of products and services) within the food supply chain industry. The provisions of this Agreement are hereby incorporated into each Order and SOW.
- 2.2 Changes. Either Party may request verbally or in writing a change or revision to a signed Order or SOW (“**Change Order**”). Each Party acknowledges that a Change Order may affect the fees payable to FoodChain ID and/or the schedule for the applicable Order/SOW. A request for additional services on Samples (defined herein) that have entered the laboratory will be treated as an amended Order and may affect estimated delivery dates accordingly.
- 2.3 Report Terms. Any data analyses and reports will be prepared in FoodChain ID’s standard format and in accordance with FoodChain ID’s standard operating procedures, unless otherwise agreed in writing. Client shall notify FoodChain ID in writing before the commencement of any of the Services if there are any specific documentation requirements related to the testing. Additional fees may apply for Client specific documentation requirements. Where statements of conformity to a specification or standard for a test are included on an analytical report (e.g. pass/fail, in tolerance/out-of-tolerance), this decision shall be made in accordance with the respective statute/regulation. Where statute/regulation is absent, this decision shall be based on the numerical result without consideration of the uncertainty of the result unless otherwise agreed to in writing by FoodChain ID and Client.
- 2.4 Independent Contractor. The relationship of FoodChain ID and its personnel to Client shall be that of independent contractors. All persons FoodChain ID furnishes to provide Services to Client shall be the employees or subcontractors of FoodChain ID and shall be neither the employees nor agents of Client. FoodChain ID and its personnel are not eligible to participate in any employment benefit plans or other benefits or conditions of employment available to Client employees. FoodChain ID shall have exclusive control over its personnel and over the labour and employee relations, and policies relating to wages, hours, working conditions or other conditions of its personnel. Further, FoodChain ID reserves the right to use subcontractors for the delivery of all or part of the Services.
- 2.5 Non-Hire. Client shall not, at any time during the term of this Agreement and for a period of one (1) year thereafter, solicit or hire on a full-time, part-time or project basis any employee or contractor of FoodChain ID. Client hereby agrees not to hire (or employ through a consulting agreement directly with the applicable employee) any employee of FoodChain ID during the Term of any SOW or Order and for a period of one (1) year thereafter without prior written approval by FoodChain ID; provided that notwithstanding the foregoing, hiring an individual who has responded to advertisements or job postings made available to the general public or is referred by an employment or recruiting agency or search firm, shall not be considered a breach of this obligation.

**3 PAYMENT.**

- 3.1 Payment for Services and Expenses. Except to the extent the applicable Order/SOW expressly specifies payment terms different from those stated in this Section 3, the terms of this Section 3 shall apply. Client agrees to make payments due to FoodChain ID under the applicable Order/SOW within thirty (30) days following Client's receipt of FoodChain ID's invoice for Services performed during the preceding billing period. Client will pay reasonable out-of-pocket expenses actually incurred by FoodChain ID to perform Services under this Agreement. All amounts under this Agreement are in U.S. Dollars and payment must be made in U.S. Dollars unless agreed otherwise in the Order/SOW.
- 3.2 If the Client fails to make payment per Section 3.1, without prejudice to any other right or remedy available to the FoodChain ID, FoodChain ID shall be entitled to immediately suspend its Services (which shall not be a breach of this Agreement). If FoodChain ID shall take action to recover any sums owing by the Client, Client shall be responsible for all costs of collection, including reasonable attorney's fees.
- 3.3 Taxes. Fees due for the Services are specified in the applicable Order/SOW. All fees and charges hereunder exclude all applicable sales, use, value-added, property and other taxes, including duties and similar mandatory payments, and Client will be responsible for all such taxes arising from the payment of such fees and charges, or the provisions of the Services. Client will make all payments of amounts due under this Agreement or applicable Order/SOW to FoodChain ID, and without reduction for, any withholding taxes.

**4 TERM.**

- 4.1 Term. This Agreement commences on the Effective Date of the initial Order or SOW and shall continue in effect until the expiration or termination of all Orders/SOWs hereunder. Each Order/SOW will have the term set forth in the Order/SOW (each, an "SOW Term" or "Order Term"). If the Order/SOW does not establish an Order/SOW Term, the Order/SOW Term will commence upon either (a) the date the Order/SOW is signed by Client, or (b) the date Client sends Samples to the laboratory and continue until the Services to be performed thereunder have been completed by FoodChain ID, unless terminated earlier in accordance with this Agreement.
- 4.2 Termination. Either Party may terminate an Order/SOW if the other Party materially breaches any obligation under that SOW/Order, 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 30 days of receipt of such notice. If Client terminates an Order/SOW pursuant to this Section 4.2, FoodChain ID will be paid for the Services rendered up to the effective date of termination. If FoodChain ID terminates an Order/SOW for Client's breach, Client will immediately pay FoodChain ID all amounts due for Services rendered under the applicable Order/SOW up to the effective date of termination.
- 4.3 Effect of Termination. If a SOW/Order is terminated by Client pursuant to Section 4.2, Client will also pay FoodChain ID for all costs incurred by FoodChain ID in anticipation of performance of the Services to the extent they cannot reasonably be mitigated, and any other reasonable termination costs FoodChain ID incurs, including, but not limited to, cancelling any secondary contracts it undertook in anticipation of performance of the Services, any reasonable wind-down expenses, and any reasonable expenses incurred in reallocating FoodChain ID personnel to other projects, or costs as further specified in an applicable SOW/Order.

**5 DELIVERING SAMPLES.**

- 5.1 Client shall provide FoodChain ID with sufficient amounts of all samples or materials to be tested (the "Samples") together with all other information necessary for FoodChain ID to perform the Services including information relating to the storage and safety requirements of the Samples.
- 5.2 Client hereby warrants to FoodChain ID that all Samples provided to FoodChain ID by Client for analysis are, to the best of Client's knowledge: (i) organized and ready for analysis; (ii) free of foreign materials or substances that were not previously reported by Client; (iii) safe and in a stable condition for and during transportation, storage under normal conditions, and use in connection with instruments and by personnel or representatives; (iv) labeled appropriately if they contain dangerous or hazardous materials; (v) labeled appropriately if refrigerated or frozen storage is required; (vi) accompanied by any relevant occupational health and safety information known by Client; and (vii) delivered to FoodChain ID free of any third party intellectual property restrictions that would impact the provision of the Services by FoodChain ID or may cause FoodChain ID to infringe or contribute to infringement of the intellectual property rights of any third party. Client shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the Samples, whether or not described as hazardous waste. At FoodChain ID's request, Client must provide FoodChain ID with the exact composition of the Samples if Samples are believed to be hazardous.
- 5.3 FoodChain ID will conduct an initial examination of the Samples to check their condition before any Services are performed. If the Samples do not comply with the requirements described in this Agreement or any Order/SOW, then FoodChain ID will notify Client regarding the non-compliance. With Client's approval, FoodChain ID may: (i) prepare the Samples for use as set forth in this Agreement which may result in an additional charge to Client for such preparation and a delay to the Order/SOW which will be documented via a written modification to the Order/SOW; (ii) terminate the Order/SOW if the result of the initial examination indicates that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated, and Client shall pay to FoodChain ID all expenses incurred before

the effective date of termination of the Order/SOW; or (iii) modify the Order/SOW in writing as agreed upon by the Parties to facilitate completion of the Order/SOW based upon correction of the non-compliance.

- 5.4 Client is responsible for the proper delivery of Samples sent to FoodChain ID for the performance of the Services. Unless otherwise specifically agreed in writing by FoodChain ID, FoodChain ID accepts no responsibility for any loss or damage which may occur to any Samples in transit or to any facility or site where logistics services are being delivered. Client will at all times be liable for the security, packaging and insurance of the Samples from its dispatch until it is delivered to the FoodChain ID facility.

## **6 SAMPLE OWNERSHIP AND SAMPLE STORAGE.**

- 6.1 Client hereby grants FoodChain ID a license and right to use the Samples solely to the extent necessary for the performance of the Services. FoodChain ID shall take commercially reasonable steps to store the Samples according to Good Industry Practice; however, FoodChain ID will have no obligation or liability for Samples sent to FoodChain ID for storage, including Samples requiring refrigeration. FoodChain ID shall not be held responsible for any loss or destruction of Samples, unless such loss or destruction is caused by its gross negligence or willful misconduct.
- 6.2 FoodChain ID can dispose of or destroy Samples immediately after the Services have been performed, unless FoodChain ID and Client have agreed in writing on the terms and associated costs of FoodChain ID's retention of the Samples. FoodChain ID also can dispose of or destroy the Samples after the agreed upon retention period, without further notice and at Client's cost, should an extra cost for FoodChain ID arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If Client requests the return of Samples, the applicable Member will return them to Client, at Client's sole cost and risk.

## **7 LITIGATION SUPPORT SERVICES.**

- 7.1 Each Order shall identify whether any of the Services requested may be used by Client for litigation support ("**Litigation Support Services**"). FoodChain ID may, in its sole discretion, accept or reject any request to perform Litigation Support Services. Except as expressly agreed by FoodChain ID, no Services or test results may be used as Litigation Support Services.
- 7.2 In the event that FoodChain ID decides to perform the Litigation Support Services, Client represents and warrants that any such Services shall not be used against other food, beverage, supplement, or other consumer product manufacturers, sellers or their agents unless specifically agreed by FoodChain ID in advance. Further, the Client may subject to additional terms and conditions for Litigation Support Services as determined by FoodChain ID.
- 7.3 If FoodChain ID is required to provide testimony or records regarding any of the Services provided hereunder, including Litigation Support Services, in connection with any legal, governmental or administrative process or proceeding, for any reason other than improper performance by FoodChain ID of the Services, then Client shall reimburse FoodChain ID for its reasonable costs, including the cost for time spent preparing and providing such information.

## **8 CONFIDENTIALITY.**

- 8.1 Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose Confidential Information. "Confidential Information" means information relating to the Disclosing Party's Services in an SOW/Order, technology, cloud services, software, clients, or business, including, but not limited to, Products (defined below) or Services that FoodChain ID may propose to Client or that Client may consider. The Receiving Party will: (i) not disclose Confidential Information to a third party except in accordance with or to fulfill its obligations under this Agreement, provided that such third parties are bound by written confidentiality obligations at least as protective as those contained herein ("**Authorized Third Parties**"),(ii) use Confidential Information only for the purposes of this Agreement, (iii) give access to such Confidential Information solely to those employees and Authorized Third Parties with a need to have such access for purposes of this Agreement, and (iv) take the same security precautions to protect against the unauthorized disclosure or use of such Confidential Information that the Party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The foregoing will not apply with respect to any information that the Receiving Party can document (w) was or becomes generally available to the public without any action by, or involvement of, the Receiving Party or its Affiliates or Authorized Third Parties, (x) was in its possession or known by the Receiving Party without restriction prior to receipt from the Disclosing Party, (y) was rightfully disclosed to the Receiving Party without restriction by a third party, or (z) was independently developed by or for the Receiving Party without use of or access to any Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order except as prohibited by law. Upon expiration or termination of an SOW, Client will return to FoodChain ID or destroy (and certify such destruction) all copies of the Confidential Information provided pursuant to such SOW. Upon expiration or termination of the Agreement, or at such earlier time as requested by the Disclosing Party, the Receiving Party will return to Disclosing Party or destroy (and certify such destruction) all copies of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, Confidential Information may be retained only (i) as required by law or regulation, or (ii) to the extent such material is 'backed-up' on the Receiving Party's information management system, provided

that no access is permitted to the Confidential Information and the Confidential Information is timely destroyed pursuant to the Receiving Party's document retention policy.

## 9 OWNERSHIP; INTELLECTUAL PROPERTY.

9.1 Definitions. “**Intellectual Property**” means all algorithms, application programming interfaces, apparatus, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, techniques, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of intellectual property and technology. “**Intellectual Property Right**” means any patent, copyright, trademark, trade secret, mask work, know-how, or any other intellectual property right or proprietary right, whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

9.2 FoodChain ID Products. Client acknowledges all Intellectual Property and Intellectual Property Rights in or related to the FoodChain ID Products (“**FoodChain ID Products**” or “**Products**”), inclusive of Cloud Services and Software offerings, and all information and data contained or embodied in or derived from the use of the Products, are and shall remain, as between Client and FoodChain ID, the sole and exclusive property and Confidential Information of FoodChain ID.

9.3 Work Product. Services and/or Deliverables shall be considered a “**work made for hire**” only where explicitly named as such in an Order/SOW and exclusively created for Client in accordance with the specifications requested by Client. To the extent that intellectual property rights in “work made for hire” or the copyrights therein do not automatically vest in Client, FoodChain ID hereby grants, assigns and transfers to Client, without further consideration, any and all rights, title and interest that FoodChain ID possesses in or to the “work made for hire”.

Except for “**work made for hire**” as expressly provided for in an Order or SOW, Client agrees that (a) all Deliverables, (b) all Intellectual Property that FoodChain ID conceives, creates or develops in connection with performing the Services; and (c) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such Intellectual Property (“**Work Product**”) and all Intellectual Property Rights therein, will be the sole and exclusive property of FoodChain ID. In the event that any rights in the Work Product vest in Client, Client hereby irrevocably assigns to FoodChain ID all right, title, and interest worldwide in and to the Work Product and all Intellectual Property Rights therein.

9.4 Client Materials. Client hereby grants to FoodChain ID permission to use and access the Client Materials for purposes of the performance of the Services defined herein, and as further defined in an Order/SOW. “**Client Materials**” includes non-FoodChain ID Intellectual Property developed, licensed or acquired by Client.

## 10 WARRANTIES AND RESPONSIBILITIES.

10.1 Analyses, interpretations, assessments, consulting work and conclusions are prepared in accordance with Good Industry Practice, but Food Chain ID cannot guarantee that analysis results, reports other work product (collectively, “**Results**”) will always be exact or relevant. Results are influenced by outside factors including, but not limited to, the condition of the Samples when received by FoodChain ID, the current state of (and limitations of) technology and methods developed and generally applied by FoodChain ID (i.e. methods for testing food and feed products), applicable testing tolerances, selection of testing methodologies from among available options, and the impact of contaminants or undisclosed/unknown substances contained in a Sample. As a result, the Results may not always be 100% exact or relevant. This limited warranty expires six (6) months after the delivery date of the Samples, unless agreed otherwise in writing by the Parties. Due to the inherent limitations of testing factors described above, Client must independently verify the validity of any Results, interpretations, assessments and conclusions supplied by FoodChain ID if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

10.2 Unless specifically agreed otherwise in writing, analyses to be performed for Client shall be assumed to be on Samples to be used for non-pharmaceutical purposes. Any analysis Client requires to be done for Samples used for pharmaceutical purposes or for the purposes of supporting work under regulations other than those governing food or feed testing shall be subject to separate regulatory standards to be agreed in writing by FoodChain ID and Client.

10.3 Each Result relates exclusively to the Sample analyzed by FoodChain ID. If FoodChain ID has not expressly been mandated and paid for the definition of the sampling plan (including which raw materials or finished products to sample and at which frequency they should be analyzed) and the definition of the precise range of analysis to be performed, or if Client has not followed FoodChain ID's recommendations, FoodChain ID shall not bear any responsibility if the sampling plan or the range of analysis to be performed prove to be insufficient or inappropriate. In all cases, Client's interpretations, assessments and conclusions derived from the Results of the Services provided by FoodChain ID are solely Client's responsibility.

10.4 Each Party hereby represents to the other Party that: (i) it has full power and authority to enter into this Agreement and the person(s) signing the Order or SOW is its duly authorized representative; (ii) this Agreement have been duly authorized; (iii) the Agreement is binding upon it; and (iv) performance of this Agreement does not conflict with any other legal obligation of the Party. Unless explicitly agreed in writing by the Parties, the contractual relationship shall be exclusively between Client and FoodChain ID. There shall be no third-party beneficiary or collateral warranty relating to any Services.

10.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY ORDER(S) OR SOW(S), FOODCHAIN ID MAKES NO OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH RESPECT TO ANY SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING OR USAGE OF THE TRADE.

## 11 INDEMNIFICATION AND LIMITATION OF LIABILITY.

11.1 FoodChain ID shall defend, indemnify and hold harmless Client from and against those liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorneys' fees, court costs and any amounts paid in settlement) ("**Damages**") claimed by a third party against Client as a direct result of FoodChain ID's gross negligence or willful misconduct; provided, however, that FoodChain ID shall have no obligation under this Section 11.1 for any Damages to the extent attributable to the negligence or willful misconduct of Client.

11.2 Client shall defend, indemnify and hold harmless FoodChain ID and its employees, officers, agents, representatives, successors and assigns from and against any Damages claimed by a third party against FoodChain ID; provided, however, that Client shall not be liable for any Damages to the extent attributable to the negligence or willful misconduct of FoodChain ID.

11.3 Except to the extent that such limitations are not permitted or are void under applicable law, in no event shall FoodChain ID or Client be responsible for any indirect, consequential, incidental, punitive or special damages (including, without limitation, damages for lost profits or revenue, loss of use, business interruption, loss of information, or for the procurement of substitute services) of each other or of any third party, even if it has been advised of the potential for such damages and regardless of whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. In all cases, FoodChain ID's liability for any claim or series of related claims of Client or of any third party arising under or relating to this Agreement or any Order or SOW agreed hereunder, shall be limited to the amounts paid or payable to FoodChain ID for the Services to which such claim relates under the specific Order or SOW.

11.4 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 Authorized Third Parties related to this Agreement as if such actions or omissions were by such Party.

## 12 REMEDY FOR DEFICIENT SERVICES AND REPEATED ANALYSIS

12.1 In the event that any Services are improperly or inadequately performed by FoodChain ID (in accordance with Good Industry Practice), Client's sole and exclusive remedy, and FoodChain ID's sole obligation, with respect to such deficient Services shall be for Client to either: (i) require FoodChain ID to re-perform such improper or deficient Services, subject to the provisions of Section 12.2 below, or (ii) request a refund of all amounts paid to FoodChain ID for such improperly or inadequately performed Services.

12.2 Objections to Results must be made within thirty (30) days after Client receives the Results. However, unless the results of the repeated analysis do not match those of the original analysis in all material respects, Client shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if FoodChain ID has a sufficient amount of the original Samples on hand when it receives Client's objection. Otherwise, Client will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## 13 NOTICES.

All notices required or permitted to be given by one Party to the other Party under this Agreement shall be sufficient if sent by either email, certified mail, return receipt requested, facsimile or hand delivery to the Parties listed as the respective Points of Contact in the applicable Order or SOW. All notices shall be effective upon receipt. Additionally, if to FoodChain ID: FoodChain ID Group, Inc. 504 North 4th Street, Fairfield, Iowa 52556 USA (Attention – Legal, legal@foodchainid.com)

## 14 GENERAL.

14.1 Assignment. Neither Party may assign or transfer this Agreement, an Order or SOW, or any rights granted hereunder, by operation of law or otherwise, to any third party without the other Party's prior written consent, except to a successor in interest by virtue of a merger, acquisition or sale of all or substantially all of such party's assets. The provisions of this Agreement shall be binding upon and inure to the benefit of the

Parties, their successors and permitted assigns. Any assignment in violation of this Section 14.1 is voidable at the option of the non-assigning Party.

- 14.2 Attorneys' Fees. In the event either Party commences any action or proceeding under this Agreement to enforce any right or remedy hereunder, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.
- 14.3 Headings and Other Construction. The headings used in this Agreement are for convenience of reference only and are not to be construed in any way as material terms or be used to interpret the provisions of this Agreement. References in this Agreement to "includes," and "including," shall be deemed to be followed by the words "without limitation."
- 14.4 Waiver, Severability, Survival. Either Party's waiver of, or failure to exercise, any right provided for herein will not be deemed a waiver of any further or future right under this Agreement. This Agreement may not be amended except by a written agreement. If any term of this Agreement is held to be unenforceable or invalid, that term will be enforced to the maximum extent possible, and the other terms will remain in full force and effect. Sections 1.2, 2 through 12, 14.1, as well as any other provision that is necessary to survive expiration or termination to give effect to its intent, will survive the expiration, termination, or cancellation of this Agreement.
- 14.5 Force Majeure. FoodChain ID shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the FoodChain ID's obligations in relation to the Services, if the delay or failure was due to any cause beyond FoodChain ID's reasonable control. Without prejudice to the generality of the foregoing, causes beyond the Client's reasonable control shall include 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, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, epidemics/pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. 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.
- 14.6 Insurance. FoodChain ID and Client will obtain and maintain adequate liability (including with respect to provision of services), automobile, workers' compensation, cybersecurity, unemployment compensation, disability or other types of insurance required by law or as is common practice for similar service providers in the industry. Insurance certificates shall be furnished to requesting Party upon reasonable request.
- 14.7 Governing Law. This Agreement is governed by the laws of the State of Delaware, excluding its conflicts of law principles. The Parties agree that neither the Uniform Computer Information Transaction Act nor the U.N. Convention on Contracts for the International Sale of Goods applies. In the event FoodChain ID or Client 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 or federal courts of the State of Delaware.
- 14.8 Entire Agreement, Counterparts, Order of Precedence. 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 Order or 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.
- 14.9 Except and only to the extent that an Order or SOW amends this Agreement by express reference (and then only as to such Order or SOW), in the event of any conflict between the terms of this Agreement and any Order/SOW, the following order of precedence applies: (1) Agreement, (2) Order/SOW.