LICENSE AGREEMENT

This License Agreement ("**Agreement**") sets forth the terms and conditions governing each Order and Sale Agreement, order form quote template, or online e-commerce order (collectively, an "**OSA**") or Statement of Work ("**SOW**") between FoodChain ID Group, Inc. and its Affiliates ("**FoodChain ID**") and the party executing such OSA or SOW ("**LICENSEE**"). FoodChain ID's Affiliates may also enter OSAs and SOWs with LICENSEE and/or LICENSEE's Affiliates, 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, and "LICENSEE" shall be deemed to be the LICENSEE 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 Grant. FoodChain ID, and as applicable, its Affiliates, 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 solely for LICENSEE'S internal business purposes only. LICENSEE is responsible for any breach of this Agreement by its employees, contractors and agents.

(a)   "**Licensed Data**" means the data and content 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/digital 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)   Type of License. Shall be set forth in the applicable OSA or SOW.

NAMED USER.   CORPORATE; HOSTED.   CORPORATE; DEPLOYED.   CORPORATE; INTEGRATED. ENTERPRISE.

For a NAMED USER license, separate log-in credentials are required for each individual user 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 (specifically Licensed Products shall not be inputted into any artificial intelligence programs, applications or similar technologies); (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.

AI and Machine Learning Use Restriction. Nothing in this Agreement shall be construed as an authorization from FoodChain ID for the use of any FoodChain ID data (including, without limitation Licensed Data, Confidential Information, de-identified and aggregate data) by LICENSEE or its Affiliates for the purpose of developing, training or fine-tuning machine learning models, artificial intelligence systems or similar technologies. This prohibition includes but is not limited to using Licensed Data as input data, and incorporating outputs or findings derived from Licensed Data, for this purpose. LICENSEE and its Affiliates agree not to use or share Licensed Data for such purpose without prior written consent from FoodChain ID.

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 or SOW commences on its Effective Date and continues for a period as specified in the OSA or SOW (the "**Initial Term**") and (except as specified in a particular OSA or SOW) 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 or SOW, (ii) FoodChain ID provides LICENSEE with written notice no less than 90 days prior to the expiration of the then-current Term that it is not renewing the OSA or SOW, (iii) the OSA or SOW is terminated for cause as provided in Section 4(b); or (iv) the OSA or SOW 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) <u>Termination for Cause</u>. 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 LICENSEE's breach, LICENSEE 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) <u>Effect of Termination</u>. Upon the termination of the applicable OSA or SOW hereunder for any reason LICENSEE shall:(i) immediately cease all use of the Licensed Products and Licensed Data; (ii) immediately deliver to FoodChain ID any and all copies of the Licensed Products in whatever form (including all Derived Information); 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 (d) and Sections 5, 6, and 9-14 shall survive the termination or expiration of the applicable OSA or SOW.

(d) <u>Audit</u>. During the Term and for a period of two (2) years thereafter, FoodChain ID shall have the right upon reasonable prior notice to, or to cause an independent third party to, inspect, audit and copy such records and LICENSEE's systems solely to verify LICENSEE's compliance with the terms and conditions of this Agreement (e.g., LICENSEE's compliance with the permitted use of the Licensed Products and/or Data). LICENSEE shall keep accurate and complete records regarding the activities contemplated hereunder, including, without limitation, information regarding use of the Licensed Data. Any such audit shall be performed at FoodChain ID's cost and shall not interfere with LICENSEE'S ordinary course of business. Should the audit or inspection find any unauthorized or excess use of the Licensed Product and/or Data, in addition to any other rights FoodChain ID may pursue under the Agreement (or at law), LICENSEE shall pay for (a) the reasonable audit costs and (b) such excess use at FoodChain ID's then-current list price(s).

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 LICENSEE 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 (1) 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 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. 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 Licensed Products, Licensed Data, technology, clients, or business, including, but not limited to, products or services that FoodChain ID may propose to LICENSEE or that LICENSEE 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 OSA or SOW, LICENSEE will return to FoodChain ID or destroy (and certify such destruction) all copies of the Licensed Products and Licensed Data provided pursuant to such OSA or 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.

10.	**Representations and Warranties; Disclaimer.**

	(a)	Each party represents and warrants that: (a) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (b) it has the requisite power and authority to enter the OSA/SOW (as applicable) and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.

	(b)	LICENSEE represents and warrants, and covenants that it will not, in connection with this Agreement, including its use of or access to the Licensed Products, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.

	(c)	FoodChain ID represents and warrants that it possesses all necessary authority and permissions to provision LICENSEE with access to the Licensed Products and Licensed Data.

	(d)	Throughout the Term, FoodChain ID will use commercially available virus detection software designed to prevent the inclusion of Malicious Code in the Licensed Products. "**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

(e) **DISCLAIMER**. THE LICENSED DATA IS INTENDED TO BE AN INITIAL REFERENCE SOURCE ONLY, AND LICENSEE MUST VERIFY INFORMATION OBTAINED FROM IT WITH KNOWLEDGEABLE PARTIES IN THE MARKET OF INTEREST PRIOR TO THE SALE OR SHIPMENT OF ANY GOODS OR PRODUCTS. LICENSEE ACKNOWLEDGES THAT FOODCHAIN ID CANNOT AND DOES NOT WARRANT THAT LICENSED PRODUCTS OR THE DATA CONTAINED IN OR ACCESSIBLE THROUGH IT WILL BE ONE HUNDRED PERCENT (100%) ACCURATE AND FREE OF OMISSIONS OR THAT IT WILL MEET LICENSEE'S REQUIREMENTS. FOODCHAIN ID MAKES NO WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS OR LICENSED DATA OTHER THAN THOSE EXPRESSLY STATED HEREIN. FOODCHAIN ID EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT AND THE LICENSED PRODUCTS AND LICENSED 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 THE LICENSED PRODUCTS AND LICENSED DATA (I) 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) ERRORS WILL BE CORRECTED.

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

(a) Subject to Section 11(c), FoodChain ID will defend, indemnify and hold LICENSEE harmless against any claim, suit, action or proceeding brought against LICENSEE by an unaffiliated third party (each, an **"Action"**), to the extent that the Action is based upon a claim that the Licensed Products infringe the third party's intellectual property rights. FoodChain ID will be responsible for paying any damages and settlement amounts actually paid to the party bringing such Action and will be responsible for the costs of defense, including attorney fees, costs and expenses.

(b) If, in FoodChain ID's opinion, the Licensed Products may become the subject of an Action, FoodChain ID may at its election and expense: (i) procure for LICENSEE the right to continue using the Licensed Products, (ii) replace or modify the Licensed Products so that they become non-infringing, or (iii) terminate the OSA or SOW and provide a pro-rata refund of the fee equal to the proportion of time remaining in the then-current annual license period. If LICENSEE is prohibited from using the Licensed Products by a court of competent jurisdiction due to an Action, FoodChain ID will take one of the actions listed in clauses (i) – (iii) above.

(c) LICENSEE will notify FoodChain ID promptly upon becoming aware of any Action and give FoodChain ID sole control and authority to defend and settle any Action (provided, however, that FoodChain ID will not enter into any settlement or compromise that admits liability on LICENSEE'S behalf without LICENSEE'S prior written consent). FoodChain ID will not be obligated to indemnify LICENSEE pursuant to Section 11(a) to the extent FoodChain ID is prejudiced by (i) LICENSEE'S failure to give FoodChain ID sole control and authority to defend any Action, or (ii) LICENSEE'S delay in notifying FoodChain ID of an Action. LICENSEE will provide FoodChain ID reasonable assistance and information to defend such Action. FoodChain ID has no obligation under this Section 11 for Actions resulting from (v) modification of the Licensed Product(s) by LICENSEE, (w) combinations of Licensed Products by LICENSEE with software or hardware not required for use of the Licensed Product(s) in accordance with their Documentation, (x) content supplied to FoodChain ID or LICENSEE by, or licensed from, a third-party, (y) LICENSEE'S breach of this Agreement, or (z) to the extent LICENSEE continues the allegedly infringing activity after being notified of modifications that would have avoided the alleged infringement. This Section 11 states LICENSEE'S entire remedy and FoodChain ID's entire liability for any claim of intellectual property infringement.

(d) 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.

(e) 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 sent by overnight delivery service, or certified mail, or by a secure email to the FoodChain ID point of contact in the OSA or SOW, with a copy to legal@foodchainid.com. All notices shall be

deemed delivered upon the date of (i) the physical delivery of the notice to the delivery address, or (ii) the confirmation email or digital read receipt that is sent back to the notifier/sender. 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. Further, LICENSEE hereby authorizes FoodChain ID to use LICENSEE'S name and logo for its marketing efforts unless and until such authorization is revoked in writing.

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.