



## GLOBAL SUBSCRIPTION AND SERVICES AGREEMENT

### 1. Construction, Definitions.

**1.1.** This Global Subscription and Services Agreement, including the Exhibit(s) attached hereto (the “GSSA”), sets forth the terms and conditions governing each Order and Sale Agreement (“OSA”) and Statement of Work (“SOW”) between FoodChain ID Group, Inc. and its Affiliates (“FoodChain ID”) and the party executing such OSA or SOW (“Client”). FoodChain ID and Client Affiliates may also enter OSAs and SOWs, which OSAs and SOWs will be governed by this GSSA and in which event references herein to “FoodChain ID” shall be deemed to be the FoodChain ID Affiliate entering such OSA or SOW, and “Client” shall be deemed to be the Client Affiliate entering such OSA or SOW.

#### 1.2. Definitions.

**1.2.1. “Affiliate”** means a current or future entity that is controlled by, or is under common control with, a party to this GSSA.

**1.2.2. “Application Data”** means data that FoodChain ID or its service providers collect regarding the administration, configuration, Support, use, or performance of the Products. Application Data does not include Client Data. Application Data may also be referred to as “Usage Data.”

**1.2.3. “Authorized Third Party(ies)”** has the meaning provided in Section 12.

**1.2.4. “Cloud Services”** means hosted software applications provided as a service by FoodChain ID for use by Client.

**1.2.5. “Confidential Information”** has the meaning provided in Section 12.

**1.2.6. “Content”** means information and/or data licensed or sublicensed by FoodChain ID to Client.

**1.2.7. “Client Data”** means any data Client uploads into the Cloud Services to process (including any personally identifiable information) whether stored in the Cloud Services or as represented in outputs of the Cloud Services, such as in a report. Client Data excludes Application Data and intellectual property of FoodChain ID or third-party licensors.

**1.2.8. “Deliverables”** mean deliverables identified in an SOW or an OSA to be delivered to Client as a product of Services.

**1.2.9. “Documentation”** means the FoodChain ID user documentation made available by FoodChain ID to Client describing the standard functionality of the Products. FoodChain ID may update such Documentation from time to time.

**1.2.10. “Effective Date”** means the effective date set forth in the relevant SOW or OSA.

**1.2.11. “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, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**1.2.12. “License Metric”** has the meaning provided in Section 8.1.

**1.2.13. “Licensed Materials”** mean Software, Documentation (for Software and Cloud Services), Content and Deliverables.

**1.2.14. “Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**1.2.15. "Product(s)"** means the Cloud Services and/or Software or solutions identified in an OSA.

**1.2.16. "Services"** means professional services provided by FoodChain ID to Client relating to the Products, which might include (i) consultation or advisory services; (ii) assistance with transition to the use of the Products (iii), assistance with implementation of the Products; or (iv) training with respect to the Products.

**1.2.17. "Software"** means software provided by FoodChain ID to Client for implementation by Client on machines or other devices owned or operated by Client, including software provided by FoodChain ID via a third-party app store for implementation on Client's mobile devices. Software does not include Cloud Services.

**1.2.18. "Support"** means the service that FoodChain ID provides as part of the subscription fee as described in the applicable OSA/SOW.

**1.2.19. "Term"** means then-current Initial Term (as defined below) or Renewal Term (as defined below), as applicable.

**1.2.20. "Updates"** means revisions to Software and Cloud Services that FoodChain ID provides to Client from time to time as part of Support.

## **2. Intellectual Property Rights.**

**2.1. License Grant.** FoodChain ID grants Client as of the Effective Date a nonexclusive, non-assignable, non-transferable (except as specified herein), revocable, non-sublicensable right to use the Licensed Materials during the Term, consistent with the scope set forth in the OSA and/or SOW solely for Client's internal business purposes. The license to Software extends only to the executable form. Client is entitled solely to non-exclusive use of the Licensed Materials. Licensed Materials provided by third party licensors to FoodChain ID, if any, may be subject to additional terms from the licensor.

**2.2. Access and Use of Cloud Services.** FoodChain ID will make the Cloud Services specified in the OSA available to Client for Client's access and use during the Term, consistent with the scope set forth in the OSA and solely for Client's internal business purposes. Client is entitled solely to non-exclusive use of the Cloud Services including the applicable Documentation.

**2.3. Restrictions.** Without FoodChain ID's written consent, Client will not: (i) make Licensed Materials available to third parties (except Authorized Third Parties), (ii) use the Licensed Materials on behalf of third parties (including through file sharing, hosting, application services provider, service bureau or any other type of service); (iii) modify the Software's code; (iv) disassemble, decompile or reverse engineer the Software except to the extent permitted by applicable law; (v) copy, reproduce, disclose, retransmit, distribute, display, perform, publish, adapt, create derivative works of, translate, or otherwise modify the Licensed Materials (specifically Licensed Materials shall not be inputted into any artificial intelligence programs, applications or similar technologies); (vi) publish, display, sell, distribute, or sub-license Licensed Materials in any form of media; or (vii) use development or beta versions of the Software in production. Client shall also comply with the Acceptable Use Policy (<https://www.foodchainid.com/acceptable-use-policy/>), applicable to the Cloud Services.

**2.4. AI and Machine Learning Use Restriction.** Nothing in this Agreement shall be construed as an authorization from FoodChain ID for the use of any Licensed Materials by Client 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 Content as input data, and incorporating outputs or findings derived from Content, for this purpose. Client and its Affiliates agree not to use or share Licensed Materials for such purpose without prior written consent from FoodChain ID.

**2.5. Ownership of Intellectual Property.** Client acknowledges that there is no transfer of title or ownership of the Licensed Materials or intellectual property rights in the Cloud Services to Client. Client hereby acknowledges and agrees that title to the Licensed Materials or intellectual property rights in the Cloud Services and any copies, modifications, alterations or derivative works thereof, and title to any existing or future copyrights, trade secrets, and other proprietary rights embodied therein shall vest and remain exclusively with FoodChain ID and the third-party owners thereof. Client will not delete or alter any proprietary notices in the Licensed Materials.



**2.6. No Implied Licenses.** Except as otherwise set forth in this GSSA, FoodChain ID grants no other licenses under its intellectual property rights to Client.

**2.7. Application Data.** Cloud Services and Software for mobile devices may automatically communicate Application Data to FoodChain ID and its service providers. Software, other than mobile applications, may communicate Application Data to FoodChain ID if Client has a connection with the FoodChain ID server and does not disable the feature. FoodChain ID, its Affiliates and contractors may use Application Data for the purposes of performing its obligations under the GSSA (including providing Support), enhancing the Products, and enhancing the tools used for the collection of such Application Data.

### **3. Cloud Services**

**3.1. Generally.** FoodChain ID will make the Cloud Services specified in the OSA available to Client for Client's use during the Term, consistent with the scope set forth in the OSA and solely for Client's internal business purposes. Client is entitled solely to non-exclusive use of the Cloud Services including the applicable Documentation. Components of the Cloud Services provided by third party providers to FoodChain ID, if any, may be subject to additional terms from such third-party provider(s).

**3.2. Availability.** FoodChain ID will make Cloud Services available as set forth in the OSA.

### **4. Client Data**

#### **4.1. FoodChain ID Responsibilities.**

**4.1.1. Rights in Client Data.** Client Data is "Confidential Information" of Client. FoodChain ID acquires no right, title or interest from Client or Client's licensors under this GSSA in or to Client Data. All right, title and interest in Client Data remains with Client.

**4.1.2. Location of Client Data.** Except as may be otherwise expressly provided in an OSA, Client Data is stored and processed in the United States and EU using internationally recognized hosting providers known within its industry for the quality and reliability of its hosting services.

**4.1.3. Protection of Client Data.** FoodChain ID will document and maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client's Confidential Information, including Client Data. Those safeguards include, but are not limited to, measures for preventing access to or use, modification or disclosure of Client Data by FoodChain ID personnel (including contractors) except (i) to provide the Cloud Services and to prevent or address service or technical problems, (ii) as compelled by law in accordance with the confidentiality provisions set forth in the GSSA, or (iii) as Client expressly permits in writing. Client may direct any questions about FoodChain ID's responsibilities with respect to Client Data to the FoodChain ID point of contact listed in the OSA.

**4.1.4. Client Data Retention.** A copy of Client Data will be available to Client during a "Retention Period" following expiration, cancellation or termination of the applicable OSA. The Retention Period will be as reasonably determined by FoodChain to provide the services under the GSSA, or such shorter period as agreed by the parties. Client Data will be deleted (except as required by law or to the extent stored in backup copies) at the end of the Retention Period. Notwithstanding the foregoing, Client shall be responsible for the back-up of its own Client Data at all times and shall ensure that all such data are properly backed up on its own systems. If a person whose identity is included in Client Data (a "Data Subject") requests or requires deletion of such data, Client assumes the responsibility for deleting the data pertaining to the Data Subject.

**4.1.5. Obligations FoodChain ID Assumes as a Data Processor.** To the extent that Client uses the Cloud Services to Process Client Data and that Client Data includes "Personal Data" (as defined in, and which Personal Data is subject to, EU General Data Protection Regulation (Regulation (EU) 2016/679), other EU or member state laws or United Kingdom law ("Data Privacy Law")) or "Personal Information", as defined by the California Consumer Privacy Act (the "CCPA"), then the parties agree that FoodChain ID is the Processor and the Client is the



Controller. Capitalized terms not otherwise defined in the GSSA shall have the meanings provided in Data Privacy Law or under the CCPA, as applicable.

**4.1.6. Processing of Client Personal Data.** FoodChain ID will only Process Client Personal Data in accordance with the Client's documented instructions unless Processing is required by Applicable Laws to which FoodChain ID is subject, in which case FoodChain ID will, to the extent permitted by Applicable Laws, inform the Client of that legal requirement before Processing the Personal Data. The Client (i) instructs FoodChain ID (and authorizes FoodChain ID to instruct each subcontractor, as applicable) to Process Client Personal Data, and in particular, transfer Client Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the GSSA; and (ii) represents and warrants that (a) it is and will at all relevant times remain authorized to give such instructions, and (b) all such instructions comply with Applicable Laws. In the event Client instructs FoodChain ID to Process Client Personal Data in a manner that FoodChain ID believes violates Applicable Law, FoodChain ID will not Process the Client Personal Data in that manner and will inform the Client that FoodChain ID believes such instruction violates Applicable Law. "**Applicable Laws**" means, with respect to any Client Personal Data, European Union or Member State laws and the laws applicable in the United Kingdom, United States, or Switzerland (each as applicable). Client and FoodChain ID may enter into a more detailed Data Processing Addendum ("**DPA**") as agreed by the parties.

## **4.2. Client Responsibilities.**

**4.2.1.** Client is responsible for complying with applicable law in the collection and maintenance of any personal data contained in Client Data, including, but not limited to, establishing a lawful basis for the processing of the personal data of Data Subjects. Client will use all commercially reasonable efforts to prevent the unauthorized (i) use of the Cloud Services by Client employees or contractors, and (ii) use of access credentials for the Cloud Services issued to Client. Client is responsible for maintaining the security of its access credentials and shall be responsible for acts, omissions or breaches hereunder by any employee, Authorized Third-Parties or any other individuals using Client's access credentials for the Cloud Services. Client will notify FoodChain ID promptly of any unauthorized access to or use of the Cloud Services. Client will not permit direct or indirect access to or use of any Cloud Services in a way that circumvents a usage limit set forth on the OSA.

## **5. Support.**

**5.1. Generally.** Subject to and conditioned on Client's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this GSSA and applicable OSA, FoodChain ID shall perform all Support services in accordance with the Support terms included in the applicable OSA.

**6. Services.** FoodChain ID may, from time to time, provide Services to Client at Client's request. An OSA or SOW signed by Client will set forth the Services that FoodChain ID will provide, if any, and the fees charged. Any Deliverables FoodChain ID is to provide as part of such Services will be identified in the OSA or SOW. The OSA or SOW will also set forth any applicable assumptions, duties of the parties and timeframes for the Services to be provided.

## **7. Term and Termination.**

**7.1. Term.** This GSSA commences on the Effective Date of the initial OSA 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 (each a "**Renewal Term**") at FoodChain ID's then-current pricing for the year in which the Renewal Term commences unless (i) Client 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 Client 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 7.2; or (iv) the OSA or SOW is terminated as provided elsewhere in the GSSA. FoodChain ID will endeavor to notify Client 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).

**7.2. Termination for Cause.** Either party may terminate an OSA or an SOW if the other 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 30 days of receipt of such notice. If Client terminates an OSA pursuant to this Section 7.2, FoodChain ID will refund the pro rata portion of the applicable Product fees paid by the Client during the period of breach. The period of breach commences on the effective date of notice of the breach and ends on 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. If either party terminates an SOW for the other party's material breach, other than a termination by Client pursuant to Section 9.2, Client will pay for all Services performed through the effective date of termination.

**7.3. Effect of Non-Renewal or Termination.** Upon the non-renewal, termination or cancellation of an OSA or SOW, FoodChain ID's obligation to provide Support, and all rights to use Cloud Services (except as provided in Section 4.1.4) and licenses to all Software, cease as of the effective date of the non-renewal, termination or cancellation.

## **8. Pricing; Payments; Expenses.**

**8.1. Product Charges.** Fees for the Products are based on a license metric 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 Products and the log-in credentials may not be shared.

**8.2. Taxes and Expenses.** Fees due for the 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. Client is responsible for paying all Taxes associated with fees related to this GSSA and will not reduce any fees due to FoodChain ID by any Taxes Client is obligated to pay or withhold. If FoodChain ID has the legal obligation to pay or collect Taxes for which Client is responsible, FoodChain ID will invoice Client and Client will promptly pay that amount unless Client provides FoodChain ID with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition to fees and Taxes, Client 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.

**8.3. Payments.** Client 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 and a half (1.5) percent per month for any amounts not paid when due (unless such amounts have been disputed as provided below). Client 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 Client disputes any amount otherwise due in accordance with this Section 8.3, Client 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.

**8.4. Fee Adjustments.** This Section 8.4 shall not apply if Client's License Metric is determined by "Named Users." Client will provide to FoodChain ID an annual update of the License Metric (for example, enterprise size or enterprise revenue) for Client and its Affiliates on or before the beginning of each Renewal Term. FoodChain ID reserves the right to charge additional fees arising from any increase in the License Metric over the prior Term. If Client merges with or acquires another business, FoodChain ID will, upon closing, have the right to adjust fees for the remainder of the then-current Term to reflect the License Metric for the newly-merged entity and will invoice Client accordingly.

## **9. Warranties.**

### **9.1. Products Warranty.**

**9.1.1.** FoodChain ID warrants that the Products will conform to the Documentation in all material respects during the Term. FoodChain ID will use commercially reasonable efforts to correct any failure in the Products



to conform to the Documentation during the Term. If the Products fail to conform in all material respects to the Documentation within 90 days of the date that access to the Products was made available to Client (the “**Refund Period**”), and FoodChain ID does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Client may terminate the applicable OSA with respect to the non-conforming Product(s) and FoodChain ID will promptly refund all fees paid for such non-conforming Product(s). If the Product(s) fail to conform in all material respects to the applicable Documentation after the Refund Period, and FoodChain ID does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Client may terminate the applicable OSA with respect to the non-conforming Product(s) and FoodChain ID will promptly refund the pro rata fees paid for such non-conforming Product(s) from such termination. The foregoing are the Client’s sole and exclusive remedies for the failure of the Products to conform to the applicable warranty.

**9.1.2.** Throughout the Term, FoodChain ID will use commercially available virus detection software designed to prevent the inclusion of Malicious Code in the Products.

**9.2. Services Warranty.** FoodChain ID warrants that the Services (and associated Deliverables, if any) will, when provided, conform in all material respects to the specifications expressly stated in the applicable SOW. Further, the Services will be provided 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 software provider (having regard to size and nature of products and services) within FoodChain ID’s industry. If the Services or Deliverables do not materially conform to such specifications, Client will notify FoodChain ID in writing within 30 days of the completion of such Services specifying the failure in reasonable detail. If FoodChain ID is unable to correct such failure within 30 days from receipt of notice, either party may terminate the SOW and FoodChain ID will refund all fees paid for the defective Services upon Client’s return or destruction (at FoodChain ID’s discretion) of all Deliverables provided (if any). The foregoing are the Client’s sole and exclusive remedies for the failure of Services or Deliverables to conform to the applicable warranty.

**9.3. Exclusions.** FoodChain ID will not be responsible for failures to conform to the foregoing warranties to the extent such failure was caused by one or more of the following (each, an “**Exclusion**”): (i) use of the Products in breach of the GSSA; (ii) problems caused in Software by failures in Client’s hardware, software, or security environment; (iii) use of the Software or Cloud Services not according to applicable Documentation; (iv) in the case of Software, Client’s failure to install Updates; or (v) Content or availability of the same. FoodChain ID reserves the right to charge for its assistance on a time-and-materials basis for failures that were caused by an Exclusion.

**9.4. No Other Warranties.** Except as otherwise expressly set forth in this GSSA and to the maximum extent permitted by applicable law, FoodChain ID and its Affiliates, and its suppliers and licensors, offer no other warranties, express or implied, including (i) Content is provided “as is” with no warranties, including as to accuracy, supply, availability, or suitability, and (ii) any implied warranties and conditions of merchantability, quality, fitness for a particular purpose, and any warranties and conditions arising out of course of dealing or custom or usage of the trade. For any Products providing regulatory compliance Content, data or information (or Products that use Content, data or information from regulatory compliance data feeds), FoodChain ID specifically does not warrant that: (a) the Licensed Materials, data and information will be error-free or accurate, and (b) that errors will be corrected.

## **10. Infringement Indemnification.**

**10.1.** Subject to Section 10.3, FoodChain ID will defend, indemnify and hold Client harmless against any claim, suit, action or proceeding brought against Client by an unaffiliated third party (each, an “**Action**”), to the extent that the Action is based upon a claim that the Licensed Materials or Cloud Services 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.

**10.2.** If, in FoodChain ID’s opinion, the Licensed Materials may become the subject of an Action, FoodChain ID may at its election and expense: (i) procure for Client the right to continue using the Licensed Materials,

(ii) replace or modify the Licensed Materials so that they become non-infringing, or (iii) terminate the OSA and provide a pro-rata refund of the fee equal to the proportion of time remaining in the then-current annual license period. If Client is prohibited from using the Licensed Materials by a court of competent jurisdiction due to an Action, FoodChain ID will take one of the actions listed in clauses (i) – (iii) above.

**10.3.** Client 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 Client's behalf without Client's prior written consent). FoodChain ID will not be obligated to indemnify Client pursuant to Section 10.1 to the extent FoodChain ID is prejudiced by (i) Client's failure to give FoodChain ID sole control and authority to defend any Action, or (ii) Client's delay in notifying FoodChain ID of an Action. Client will provide FoodChain ID reasonable assistance and information to defend such Action. FoodChain ID has no obligation under this Section 10 for Actions resulting from (v) modification of the Licensed Materials or Cloud Services by Client, (w) combinations of Licensed Materials or Cloud Services by Client with software or hardware not required for use of the Licensed Materials or Cloud Services in accordance with their Documentation, (x) Content supplied to FoodChain ID or Client by, or licensed from, a third-party, (y) Client's breach of this GSSA, or (z) to the extent Client continues the allegedly infringing activity after being notified of modifications that would have avoided the alleged infringement. This Section 10 states Client's entire remedy and FoodChain ID's entire liability for any claim of intellectual property infringement.

## **11. Liability.**

### **11.1. Limitation of Liability.** Except:

- (i) for death or bodily injury resulting from a party's negligence,
- (ii) for the indemnity set forth in Section 10.1,
- (iii) for breaches of Sections 2 or 3.1,
- (iv) as otherwise prohibited by law, and
- (v) Client's obligation to pay FoodChain ID amounts payable as fees, expenses or taxes,

FoodChain ID's (and its Affiliates', licensors' and suppliers') and Client's total liability, whether in contract, tort, negligence, strict liability or by statute or otherwise, arising out of or relating to the formation or performance of each (x) OSA will be limited to the amounts paid or payable to FoodChain ID for the Product(s) to which the claim relates during the annual license period in which such breach occurred and (y) SOW will be limited to the amounts paid or payable to FoodChain ID for the Services set forth in such SOW.

**11.2. Exclusion of Certain Damages.** Subject in all respects to the limitations set forth in Section 11.1, in no event will either party be liable to the other, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any indirect, special, incidental, exemplary, or consequential damages (including damages for loss of profits, loss of business, loss of use, or interruption of business), damages arising from Content or the availability of the same, or for the cost of procuring substitute products or services, arising out of or relating to formation or performance of this GSSA, even if the parties have been advised of the possibility of such loss or damage.

**11.3. 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 GSSA is found to have failed of its essential purpose. Each party is responsible and liable for the actions and omissions of its Affiliates, contractors, Authorized Third Parties, and end-users (with respect to Client) related to this GSSA as if such actions or omissions were by such party.

## **12. Confidentiality**

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 Cloud Services, Licensed Materials, technology, clients, or business, including, but not limited to, products 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 GSSA, 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 GSSA, (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 GSSA, 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 GSSA 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, Client will return to FoodChain ID or destroy (and certify such destruction) all copies of the Licensed Materials provided pursuant to such OSA. Subject to Section 4.1.4 with respect to Client Data, upon expiration or termination of the GSSA, 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.

### 13. General Terms.

**13.1. Assignment.** Neither party may assign or transfer this GSSA, the Cloud Services, the Licensed Materials, or the Content 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 GSSA shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Any assignment in violation of this Section 13.1 is voidable at the option of the non-assigning party.

**13.2. 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 Cloud Services or Support may be sent by email to the FoodChain ID Point of Contact listed in the applicable OSA/SOW. All notices are effective upon receipt.

**13.3. 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.

**13.4. Export Controls.** Client will not use or disclose the FoodChain ID Products in such a way that would cause FoodChain ID to be in violation of applicable U.S. export control laws. Client represents that neither it (including employees, or any entities or persons who directly or indirectly cause the direction of the management or policies of Client by ownership or otherwise) nor its Authorized Third Parties are persons, organizations, or entities that are, or are located in any country or territory that is, the subject or target of any U.S. or foreign sanctions.

**13.5. 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 GSSA. This GSSA may not be amended except by a written GSSA. If any term of this GSSA 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 2.4, 2.6, 4.1.4., 7.3, 8.2, 8.3, 9.3, 9.4, 10.1, 10.3, 11, 12 and 13 and Exhibit A, 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 GSSA.

**13.6. Marketing.** Client hereby authorizes FoodChain ID to use Client's name and logo for its marketing efforts unless and until such authorization is revoked in writing.

**13.7. Attorneys' Fees.** In the event either party commences any action or proceeding under this GSSA to enforce any right or remedy hereunder, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

**13.8. Headings and Other Construction.** The headings used in this GSSA 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 GSSA. References in this GSSA to "includes," and "including," shall be deemed to be followed by the words "without limitation."

**13.9. Entire GSSA, Counterparts, Order of Precedence.** This GSSA constitutes the entire GSSA with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written GSSAs concerning such subject matter (including any purchase orders and non-disclosure or confidentiality GSSAs). The parties agree that this GSSA, 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 GSSA 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 GSSA by express reference (and then only as to such OSA), in the event of any conflict between the terms of this GSSA and any OSA or SOW, the following order of precedence applies: (1) GSSA, (2) OSA, (3) SOW.

**Exhibit A  
Local Terms and Conditions**

**If Client's address (as set forth in the OSA) is in North America, or in any country other than the United Kingdom, Australia, Switzerland, or a member of the European Economic Area, this Paragraph 0 applies.**

**1. Governing Law.** This GSSA is governed by the laws of the state of Delaware, USA 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.

**2. Dispute Resolution.**

**2.1.** The parties will submit any dispute between them arising out of or relating to formation or performance of this GSSA to binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect. The arbitration will be conducted in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator is not authorized to award damages in excess of the limits provided in this GSSA nor to award punitive damages or damages expressly excluded in this GSSA, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

**2.2.** The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

**2.3.** Notwithstanding Paragraph 2.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party's rights under this Paragraph 2.3.

**A. If Client's address (as set forth in the OSA) is in Australia, this Paragraph A applies.**

**1. Law.** This GSSA is governed by the laws of New South Wales, Australia, excluding its conflicts of law principles. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply.

**2. Dispute Resolution.**

**2.1.** The parties will submit any dispute between them arising out of or relating to formation or performance of this GSSA to binding arbitration conducted before the Australian Centre for International Commercial Arbitration under its ACICA Arbitration Rules then in effect (the "**Rules**"). The arbitration will be conducted in Sydney, Australia in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator will make an award on the dispute within 90 days after the closing of the hearing as set forth in Rule 35. The arbitrator is not authorized to award damages in excess of the limits provided in this GSSA nor to award punitive damages or damages expressly excluded in this GSSA, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

**2.2.** The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

**2.3.** Notwithstanding Paragraph 2.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party's rights under this Paragraph 2.3.

**C. If Client's address (as set forth in the OSA) is in the United Kingdom, this Paragraph C applies.**

**1. Rights of Third Parties.** Except as otherwise expressly stated, this GSSA and any OSAs and SOWs do not confer any rights on any person or party (other than the parties to this GSSA) pursuant to the Contracts (Rights of Third Parties) Act 1999.

**2. Law.** This GSSA is governed by the laws of England and Wales, excluding its conflicts of law principles. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply.

**3. Disputes**

**3.1.** The parties will submit any dispute between them arising out of or relating to formation or performance of this GSSA to binding arbitration conducted before the International Centre for Dispute Resolution under its International Dispute Resolution Procedures (Including Mediation and Arbitration Rules) (the “**Rules**”) then in effect. The arbitration will be conducted in London, England in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator will make an award on the dispute within 90 days after the closing of the hearing as set forth in Article 27. The arbitrator is not authorized to award damages in excess of the limits provided in this GSSA nor to award punitive damages or damages expressly excluded in this GSSA, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

**3.2.** The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management.

**3.3.** Notwithstanding Paragraph 3.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party’s rights under this Paragraph 3.3.

**D. If Client’s address (as set forth in the OSA) is in the European Economic Area or Switzerland, this Paragraph D applies.**

**1. Law.** This GSSA is governed by the laws of Ireland, excluding its conflicts of law principles. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply.

**2. Disputes**

**2.1** The parties will submit any dispute between them arising out of or relating to formation or performance of this GSSA to binding arbitration conducted before the Dublin Dispute Resolution Centre under its UNCITRAL Arbitration Rules (Including Mediation and Arbitration Rules) (the “**Rules**”) then in effect. The arbitration will be conducted in Dublin, Ireland in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator will make an award on the dispute within 90 days after the closing of the hearing as set forth in Article 27. The arbitrator is not authorized to award damages in excess of the limits provided in this GSSA nor to award punitive damages or damages expressly excluded in this GSSA, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

**2.2** The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management.

**2.3** Notwithstanding Paragraph 3.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party’s rights under this Paragraph 3.3.