

SOFTWARE LICENCE TERMS AND CONDITIONS

PART I

GENERAL PROVISIONS

BASIS OF AGREEMENT

1.1 Where Software (as specified in the applicable ordering document) is supplied to Customer the terms of this Agreement shall govern access to and use of the said Software.

1.2 The following definitions apply to this Agreement:

“Additional User” means a User above the number of Users specified in the applicable ordering document.

“Affiliates” means entities controlling, controlled by or under common control with Supplier.

“Agreement” means (subject to clause 10.1.1) the terms and conditions set out in this document (“Terms and Conditions”); the applicable ordering document (together with any renewal thereof); and Special Conditions (if any) agreed between Supplier and Customer. In case of conflict between the documents comprising this Agreement, the documents comprising the Agreement shall prevail in the following order of precedence: 1. Order Form; 2. Special Conditions; 3. these Terms and Conditions.

“Charges” mean the fees payable by Customer for the licensing of the Software as specified in the applicable ordering document.

“Customer” means entity specified as the customer on the applicable ordering document.

“Competitor” shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the Software licensed hereunder by Customer.

“Control”: an entity will be deemed to Control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

“Initial software fee” means supplier may sell the Software to User/customer as indicated on the Software. There will be a symbolic charges for the Cloud Server.

“Special Conditions” means individually negotiated variations, amendments and/or additions to these Terms and Conditions or those of an ordering document and are deemed to be included in this Agreement.

“Start Date” in respect of each Software licensed means the later of (a) the date specified as the date on which access to the Software is intended to start and (b) the actual date on which access to that Software is given.

“Supplier” means GanacheSolution at 19 Stijn Streuvelslaan; 1933 Sterrebeek – Belgium and GanacheSolution is the sole and exclusive owner of the Software and the Software Rights other than those pertaining to the Third Party Components.

“Term” in respect of each Software licensed comprises the Initial Subscription Period and any Renewal Period in relation to that Software.

“Trial Period” means a period during which Customer may trial the Software without charge (unless otherwise agreed), the length of which will be notified to Customer.

“Updates” mean any periodic Software releases, if any, for purposes of 1) providing minor enhancements and/or improvements, patches, fixes, or the like to the Software; or 2) resolving technological issues related to Customer’s then-current Version of the Software.

“User” means personnel of Customer authorized by Supplier and Customer to use the Software as more particularly specified in the applicable ordering document.

“Version” means a new release of the Software (outside a point release) that includes a major revision, alteration, improvement, modification, or the like, to the current Software release.

2. SOFTWARE LICENCE

2.1 Grant

Supplier grants Customer a non-exclusive, non-transferable, limited licence to use for the number of Users at its licensed Site(s), the Software (both number of Users and licensed Site(s) are specified in the applicable ordering document), in object code only, in Customer's normal course of business (including the version initially licensed together with any Updates included in the subscription, but excluding any new software feature or substantial additional functionality for which Supplier, in its sole discretion, generally charges customers of the Software additional charges) ("Software"). A "Site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). In addition, Users who work at or are assigned to the licensed Site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

2.2 Other Restrictions

Customer may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Customer may not use Software, nor allow Software to be used, to provide data management or processing services for third parties. Customer may not reproduce all or any portion of the Software (except as expressly permitted herein) or any accompanying Documentation, or modify, translate or otherwise create derivative works of the Software. Customer agrees to notify its employees and agents who may have access to Software of the restrictions contained herein and to ensure their compliance with these restrictions.

2.3 Other Licences

The Software may be used to access and use various Supplier products and services, ("Supplier Services"). All access to and use of such Supplier Services by means of the Software, including any charges for such access and use, will be governed by the terms applicable to the relevant Supplier Services.

2.4 Title

Customer hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in Supplier, its Affiliates and other software owners, if any, and Customer shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Customer agrees that it shall make no use of the Software, the Documentation or any other related materials without Supplier's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of Supplier.

3. CONFIDENTIAL INFORMATION

3.1 Supplier acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to Supplier by Customer during the Term of this Agreement ("Customer Confidential Information") are valuable assets of Customer. Supplier will take reasonable steps to ensure that the Customer Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Supplier will not permit any unaffiliated third party access to, in any manner, the Customer Confidential Information, except as provided in this Agreement. Customer Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software.

3.2 Customer acknowledges and agrees that the Software constitutes a valuable proprietary product of Supplier and that the Software, together with the terms of this Agreement, shall be referred to as the "Supplier Confidential Information." Customer will take reasonable steps to ensure that the Supplier Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Customer will not permit any third party access to, in any manner, the Supplier Confidential Information, except as provided in this Agreement. Customer may permit its independent contractor's access to the Supplier Confidential Information to the extent necessary for such

contractor's provision of services to Customer if such contractor executes a confidentiality agreement with Customer or Supplier which prohibits the contractor from using or disclosing the Supplier Confidential Information; provided, however, that such independent contractors may not include any Competitor.

4. CHARGES

4.1 The Charges payable by Customer for use of the Software will be as specified in the applicable ordering document and will cover the Software licence and maintenance.

Charges and modifications

4.2.1 Except in the event of early termination of this Agreement as permitted herein, Customer shall pay the Charges for the Software for the Initial Subscription Period and ordering document.

Billing and Payment

4.2.2 All Charges are exclusive of applicable sales, use, value added, personal property and other taxes, which are additionally payable by Customer.

4.2.3 Customer will pay any undisputed invoice rendered by Supplier in full within 30 days of invoice date.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 Warranties

5.1.1 Except as specifically provided in this Agreement, the Software is provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, correctness and delays. Customer agrees that outputs from the Software will not, under any circumstances, be considered legal or professional advice and are not meant to replace the experience and sound professional judgment of professional advisors in full knowledge of the circumstances and details of any matter on which advice is sought.

5.1.2 Supplier warrants to Customer that it holds itself the necessary rights to grant the rights specified in this Agreement and that it has authority to enter into this Agreement with Customer.

5.1.3 Some systems/software may not be capable of supporting the Software and Customer acknowledges (a) that it has made appropriate investigations into the necessary systems/software required to support Customer's use of the relevant Software and (b) that performance of that Software may vary with equipment and telecommunications links with which it is used.

5.2 Exclusion of liability

5.2.1 Neither Supplier, its Affiliates nor any licensors of the foregoing make any warranty that access to any Software will be uninterrupted, secure, complete or error free.

5.2.2 Other than in respect of the warranty given in Clause 7.1.2 and 8.1 Supplier shall not be liable in contract, tort, and delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Software.

5.2.3 Supplier shall not be liable in contract, tort, and delict or otherwise for any loss of revenue, business, anticipated savings or profits, loss of goodwill or data or for any indirect or consequential loss whatsoever, howsoever arising suffered in connection with the Software.

5.2.4 Other than in respect of the warranty given in Clause 7.1.2 and 8.1 Supplier will have no liability whatsoever for any liability of Customer to any third party which might arise.

5.2.5 Customer shall accept sole responsibility for and Supplier shall not be liable for the use of the Software by Customer, or any User and Customer shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

5.2.5 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

5.3 Limitation of Liability

5.3.1 None of the terms of this Agreement shall operate to:

(a) exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of Supplier or

its Affiliates or the appointed agents or employees of Supplier or its Affiliates whilst acting in the course of their employment; or

(b) affect statutory rights where this Agreement is entered into as a consumer transaction.

5.3.2 Except for claims relating to non-payment of the Charges or improper use of the Software, no claim regardless of form which in any way arises out of this Agreement may be made, nor action based upon such claim brought, by either party to this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

5.4 Failures Not Caused by Supplier

Supplier will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by Supplier (2) the malfunction of hardware, (3) Customer's negligence or fault, (4) Customer's failure to follow the instructions set forth in the Documentation, (5) material changes in the operating environment not authorized by Supplier, (6) modifications to or changes in the Software not made or suggested by Supplier or (7) Customer's failure to implement and maintain a proper and adequate backup and recovery system for the Software and associated files. If Supplier discovers that a failure is caused by one of the above, Supplier reserves the right to charge Customer for its work in investigating such failure. At Customer's request and at a fee to be agreed upon, Supplier will thereafter assist Customer in resolving such failure. It is Customer's responsibility to develop and implement a proper and adequate backup and recovery system.

6. INFRINGEMENT CLAIMS

6.1 Supplier warrants to Customer that no Software to which Customer has subscribed, nor its features infringe any industrial or intellectual property rights of any third party.

6.2 Customer shall promptly inform Supplier if Customer becomes aware of:

(a) any unauthorized use of the Software;

(b) any actual, threatened, or suspected infringement of any intellectual property of Supplier, its Affiliates and/or licensors of the foregoing in the Software which comes to Customer's notice; and

(c) any claim by any third party coming to its notice that the Software infringes the intellectual property or other rights of any other person.

6.3 Customer shall at the request and expense of Supplier do all such things as may be reasonably required to assist Supplier in taking or resisting proceedings in relation to any infringement or claim referred to in this clause and in maintaining the validity and enforceability of the intellectual property of Supplier, its Affiliates and/or licensors of the foregoing in the Software.

6.4 In the event a claim of infringement is made against Supplier or Customer with respect to the Software, Supplier, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

(i) substitute fully equivalent non-infringing software; or

(ii) modify the Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Customer or Supplier is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, Supplier will take one or both of the actions set forth in (i) and (ii) above or will obtain for Customer at Supplier's expense the right to continue to use the Software.

6.5 Supplier's obligations to Customer pursuant to this clause 6 is contingent upon Supplier being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Customer shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Customer shall not settle any such claim or action without Supplier's prior written consent.

6.6 This clause 6 contains Supplier's entire obligation and the exclusive remedies of Customer with regard to any claimed infringement arising out of or based upon the Software used by Customer.

7. GENERAL PROVISIONS

7.1 Effect of Agreement

This Agreement (including any applicable ordering document) embodies the entire understanding between the

parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, this Agreement supersedes the terms and conditions of any click through agreement associated with the Software. Such Special Conditions as are agreed between Supplier and Customer shall apply, subject to clauses 7.1.1 and 7.1.2 for the Term.

7.1.1 Except as otherwise provided in this Agreement, Supplier may amend the terms and conditions of this Agreement (“Amended Terms”) by giving Customer at least 15 days prior written or online notice. Unless Customer is notified to the contrary by Supplier, such Amended Terms shall only apply after the expiry of any Initial Subscription Period, or after the expiry of the current Renewal Period as the case may be.

7.1.2 Where agreed Special Conditions are affected by Amended Terms, the parties shall enter into good faith negotiations and agree amendments to the Special Conditions to reflect the parties’ intentions. Where agreement cannot be reached, such Amended Terms may amount to a Detrimental Amendment and clause 9.2.1 may apply.

7.1.3 Any other amendment must be in writing and signed by both parties.

7.2 Force Majeure

Supplier shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of telecommunications or Internet services, industrial or labor dispute, inability to obtain necessary supplies and the like.

7.3 Notices

Except as otherwise provided, all notices and correspondence must be given in writing to Supplier at: Online to info@ganachesolution.com and to Customer at the address set out in the applicable ordering document unless otherwise notified to Supplier in writing.

7.4 Governing Law and Assignment

This Agreement and all matters arising out of it shall, unless otherwise specified on the applicable ordering document or by Supplier in writing, in all respects be governed by the laws of Belgium and shall be subject to the non-exclusive jurisdiction of the Belgium courts. However nothing in this clause shall exclude or limit applicable mandatory local law relating to Customer. Supplier may, upon written notice to Customer, assign or transfer this Agreement or any rights and obligations hereunder either to an Affiliate or to a third party successor to all or substantially all of the business, stock or assets of Supplier’s legal information business, in each case, without the prior consent of Customer. Supplier may without the prior written consent of Customer and without notice assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this Agreement to any third party, provided that in the case of sub-contracting, Supplier shall remain responsible for the performance by its sub-contractors of such obligations under the Agreement. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without Supplier’s prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

8. MAINTENANCE TERMS

Updates. Supplier may provide Updates to and/or new Versions for the Software to Customer which shall be included in the Charges. Customer will be responsible for installing any such Updates and/or new Versions. Supplier will provide technical support for only the most current Version and the immediately preceding Version of the Software.

Telephone support is provided by Supplier’s Customer at info@ganachesolution.com

Supplier’s Obligations

Supplier’s obligations hereunder will extend only to (a) the Updates and Versions of the Software provided to Customer by Supplier; and (b) Software that has not been modified or altered in any way by anyone other than

Supplier.

Maintenance Services will not include services for the items for which Supplier is not responsible for of this Agreement.

Customer Obligations.

Cooperation. Customer shall ensure that Supplier's personnel are provided with such information under Customer's control as is reasonably necessary to enable Supplier to comply with its obligations hereunder.

Updates and New Versions. In the event that Supplier determines that any of Customer's reported maintenance problems cannot be resolved due to Customer's failure to install Updates or procure new Versions of the Software, Customer will be given a reasonable opportunity to install such Updates or procure a new Version. If, after such opportunity, Customer fails or otherwise refuses to install such Updates or procure such new Version, Supplier shall be relieved of its obligations. Ganache solution can access a customer's user area for support and control purposes only.

INSTALLATION AND TRAINING SERVICES.

Installation of the Software

Installation of all hardware and supporting software so that minimum configuration requirements for installation of the Software are met is the responsibility of Customer and installation of the Software shall also be the responsibility of Customer.

USAGE OF SOFTWARE:

The supplier doesn't take any responsibilities on allergenic indications and food compatibility. Any additional data edited or changed by the "User" is at his own responsibility." User is responsible for his recipes and any changes occurred on the result of the recipe. As well "User" is responsible of any changes on ingredients and any changes occurred on the result of changes of the ingredients.

The purpose of this Software is to be a "Balance the recipe of a Ganache" Any other additional function derived and / or NOT SPECIFIED is considered not valid (always in the context of limiting the responsibility of information that a user may want to use improperly).