

LEANPATH PROFESSIONAL SERVICES STANDARD TERMS AND CONDITIONS

These LeanPath® Professional Services Standard Terms and Conditions serve as the agreement ("Agreement") between LeanPath, Inc. ("LeanPath") and Customer which governs coaching provided to customer and included with Customer's subscription to LeanPath food waste tracking systems and software as well as training, consulting, analysis, reporting or other customized professional services provided by LeanPath to Customer on a fee-for-service basis (collectively, "Professional Services"). The Professional Services to be provided by LeanPath shall be defined in an Order Confirmation.

This Agreement is a legally binding contract between LeanPath and Customer. The terms "you," "your" and "Customer" mean Customer, as an entity acting through authorized individuals, or individual users. By signing an Order Confirmation or making any use of LeanPath Professional Services, you agree a) to be bound by this Agreement and b) to pay to LeanPath the service fee(s) set forth on the applicable Order Confirmation(s) as services are rendered. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. No License. Neither this Agreement nor any reference to Professional Services in an Order Confirmation constitutes a software license. The terms and conditions of any software license are set forth solely in the LeanPath Online Terms of Use Agreement between LeanPath and Customer.

2. Payment Terms. All fees quoted and payments made hereunder shall be in U.S. Dollars. Customer shall pay all amounts due for Professional Services under any Order Confirmation to LeanPath at the billing address indicated on the Order Confirmation, Invoice or at such other location as LeanPath may designate from time to time in writing. Any amount not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable usury law, whichever is less, determined and compounded on a daily basis from that date until the date paid. If any such amount is not paid when due, Customer agrees to pay any costs of collection of LeanPath, including reasonable attorney's fees, thereafter incurred in the collection effort by LeanPath. Payments of all amounts for Professional Services due under any Order Confirmation shall be made in accordance with any other provisions set forth on an Order Confirmation.

3. Taxes. Customer shall be responsible for all sales taxes, use taxes, personal property taxes, and any other taxes imposed by any federal, state or local governmental entity on the transactions contemplated by any Order Confirmation for Professional Services, excluding U.S. taxes based upon LeanPath's income. When LeanPath has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides LeanPath with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Confidentiality. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, samples,

plant and equipment), which is designated as Confidential," "Proprietary," or with some similar designation. This Section 4 does not pertain to Waste Data, Customer Descriptive Data, Account Data or System Data as those are defined in the LeanPath Terms of Use at <http://www.leanpath.com/terms/360/current/TOU/> which are subject to the Terms of Use and Privacy Policy at <http://www.leanpath.com/terms/privacy/>. Any information, in whatever form, disclosed by LeanPath that relates to its food waste prevention technologies that is not publicly known shall be included in the definition of "Confidential Information." Information that is communicated orally shall be considered Confidential Information if such information is the same or substantially the same as information obtained in writing or by inspection of tangible objects which is designated as confidential, proprietary or with some similar designation, or if such information is confirmed in writing as being Confidential Information by the disclosing party within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by or on behalf of the disclosing party as shown by the receiving party's documents, files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party (other than at the direction of the disclosing party) without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (f) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Each party shall treat as confidential all Confidential Information received from the other party, shall not use such Confidential Information except as expressly permitted under an Order Confirmation for Professional Services, and shall not disclose such Confidential Information to any third party without the other party's prior written consent. Each party shall take reasonable measures to prevent the disclosure and unauthorized use of Confidential Information of the other party. Without limiting the foregoing, those measures shall include the protections that party makes of its own most confidential information; and each party shall ensure that its employees and agents who have access to Confidential Information of the other party have signed a non-disclosure agreement in content similar to the provisions hereof prior to any disclosure of Confidential Information to such employees or agents. The terms in this Section 4 supplement any other confidentiality agreements between the parties with respect to any products or services to be provided under the terms of any Order Confirmation. In the event of a conflict between the terms of this Section 4 and any separate confidentiality agreement, the terms of this Section 4 shall prevail.

5. LIMITATION OF LIABILITY. LEANPATH SHALL HAVE NO LIABILITY TO CUSTOMER AND ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WITH RESPECT TO ANY CLAIM, DEMAND, SUIT, LOSS, COST, DAMAGE OR INJURY, INCLUDING ATTORNEYS' FEES AND/OR LITIGATION EXPENSES, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY ACT, OMISSION, FAULT, NEGLIGENCE OR BREACH OF LEANPATH IN THE PERFORMANCE OR NONPERFORMANCE OF LEANPATH'S OBLIGATIONS UNDER ANY ORDER CONFIRMATION OR IN ANY WAY RELATED TO ANY ORDER CONFIRMATION. LEANPATH'S SOLE OBLIGATION UNDER ANY ORDER CONFIRMATION IS TO REFUND THE FEE OR TO REPERFORM THE REQUESTED SERVICES, IN LEANPATH'S SOLE DISCRETION. IN NO EVENT WILL LEANPATH'S

LIABILITY ARISING OUT OF ANY ORDER CONFIRMATION EXCEED THE SUM OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER SUCH ORDER CONFIRMATION. IN NO EVENT SHALL LEANPATH HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHATSOEVER, AND WHETHER OR NOT LEANPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. TERM AND TERMINATION. Either party may terminate any Order Confirmation, but only in regard to Professional Services, immediately upon notice in the event that the other party (i) becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they become due), (ii) makes an assignment for the benefit of creditors, or (iii) breaches its confidentiality obligations hereunder. These Standard Terms and Conditions shall survive the termination, for any reason, of any Order Confirmation. Customer acknowledges that its breach of Section 4 hereof would cause irrevocable harm to LeanPath, the extent of which would be difficult to ascertain. Accordingly, Customer agrees that, in addition to any other remedies to which LeanPath may be legally entitled, LeanPath shall have the right to obtain immediate injunctive relief in the event of a breach or a threatened breach of Section 4 by the Customer or any of its officers, employees, consultants or other agents.

7. MISCELLANEOUS. Customer may not assign any of its rights or delegate any of its obligations under any Order Confirmation, whether by operation of law or otherwise, without the prior express written consent of LeanPath. Subject to the foregoing, any Order Confirmation will bind and inure to the benefit of the parties and their respective successors, heirs and permitted assigns. No modification, amendment or waiver of any provision of any Order Confirmation shall be effective unless in writing and signed by the party to be charged therewith. No failure or delay by either party in exercising any right, power or remedy under any Order Confirmation, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy. Any Order Confirmation shall be governed by the laws of the State of Oregon, USA, excluding its conflict of laws provisions and excluding the 1980 United Nations Convention on Contracts for International Sale of Goods. All actions shall be brought in federal or state courts located in Multnomah County, Oregon, and the parties hereby waive their rights to challenge to this jurisdiction and venue selection. All notices, demands or consents required or permitted under any Order Confirmation shall be in writing. Unless otherwise specified herein, notice shall be considered effective on the earlier of actual receipt on: (a) the day following transmission if sent by facsimile followed by written confirmation by registered overnight carrier or certified United States Mail; or (b) one (1) day after posting when sent by registered private overnight carrier (e.g., DHL Federal Express, and so forth); or (c) five (5) days after posting when sent by certified United States Mail. Notice shall be sent to the parties at the addresses listed on the Order Confirmation hereto or to either of them at such other address as shall be given by either party to the other in writing pursuant to the above notice provisions. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither party shall have any right, power or authority to create any obligation or responsibility on behalf of the other. If any provision of any Order Confirmation is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provisions to the fullest extent allowed by law, and the remaining provisions of such Order Confirmation shall remain in full force and effect. Any Order Confirmation, including any schedules attached thereto, constitutes the final, complete and exclusive agreement between the parties with respect to the Professional Services subject matter hereof, and supersedes any prior or contemporaneous agreement, including without

limitation any terms sheets, quotes, or estimates. Except for Customer's obligations to pay LeanPath hereunder, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control. The Order Confirmation Order Form may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmissions shall be deemed originals, but a party has the right in any dispute where the validity of a facsimile copy is at issue to rebut the presumption of originality. If litigation or arbitration is commenced by either party to enforce or interpret any provision of any Order Confirmation, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at arbitration, trial, on appeal, and on any petition for review.