

LEANPATH TERMS & CONDITIONS

Version TC-23-01

Provided that these Leanpath Terms & Conditions (the "T&C") are attached to or referenced by any Order Confirmation entered into between Leanpath, Inc. and Customer, these T&C are incorporated into each Order Confirmation, except, as to any Order Confirmation, to the extent specifically excluded therein. Unless expressly provided otherwise in an Order Confirmation, all capitalized defined terms forth herein shall apply throughout the Agreement and any references in any portion of the Agreement to specific clauses, sections, or articles of the Agreement shall be construed to refer to those clauses, sections, or articles within this T&C unless expressly defined otherwise.

1. Defined Terms.

(a) "Account Data" means Customer's contact and billing information and may include personally identifiable information, submitted by or collected from Customer in conjunction with opening, administering or closing Customer's account.

(b) "Agreement" means collectively i) one or more Order Confirmations between Leanpath and Customer, ii) these Leanpath Terms & Conditions, and iii) any appendices, exhibits or annexes as defined in an Order Confirmation.

(c) "Affiliate" means, in relation to any person, any entity which Controls or is directly or indirectly Controlled by, or under common Control with, such person.

(d) "Cloud-based Software Services" means Leanpath Online, a multi-tenant platform including (i) web-based reporting, (ii) cloud-based services to receive waste data from Customer Locations, (iii) web-based tools to enable administration and configuration of the data tracking, and (iv) database(s) containing Waste Data.

(e) "Order Confirmation" or "Order" means a binding commitment by which Customer agrees to purchase Services and/or Products from Leanpath for use at one or several Locations at the prices and for the Duration specified.

(f) "Claim" means all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses, including reasonable legal fees and litigation expenses.

(g) "Duration" means a committed time period, starting on the Subscription Start Date, under which Subscriptions shall be delivered to a specific Location.

(h) "Enterprise Seat" means the right to access Leanpath web-based software services for a single named user with the scope of accessible data including multiple Customer Sites.

(i) "Handling Cost" means all costs associated with transport of Products that are not Shipping Costs, including agency fees, brokerage fees, importer-of-record fees, customs handling fees, processing fees, and miscellaneous costs.

(j) "Intellectual Property Rights" means any and all intellectual and industrial property rights, whether possible to register or not, including, without limitation, patents, registered and unregistered design rights, copyrights, trademarks, business names, trade names, service marks, utility marks, database rights, all extensions and renewals to any of them and any applications for any of them and any right or form of protection of a similar nature having equivalent or similar effect to any of them, which may subsist anywhere in the world.

(k) "Location" means a single standalone facility, dining room, café, or kitchen producing or serving food which is owned, operated or managed by Customer or an Affiliate of Customer.

(l) "Order Date" means the date on which the Order Confirmation is signed and delivered by the last of the two parties to sign and deliver.

(m) "Products" means either Purchased Products or Rented Products.

(n) "Purchased Products" means tangible equipment sold by Leanpath.

(o) "Reporting Seat" means the right to access Leanpath web-based software services for a single named user with the scope of accessible data limited to one (1) Site.

(p) "Rented Products" means tangible equipment rented by Leanpath as a Service to a Location, pursuant to a Subscription.

- (q) "Scheduled Downtime" means those periods of time scheduled by Leanpath to perform routine maintenance.
- (r) "Shipping Cost" means the cost of freight and insurance to transport Products.
- (s) "Site" means a facility (which may be composed of several service Locations) producing or serving food which is (i) owned, operated or managed by Customer or an Affiliate of Customer and (ii) provides services to no more than one client of Customer and (iii) for which all service Locations are within a contiguous physical area adjacent to one another, such as a university or corporate campus.
- (t) "Services" means (i) Cloud-based Software Services, (ii) on-premises software services, (iii) training services, (iii) rental of Rented Products or (iv) other consulting and professional services.
- (u) "Subscription" means an assortment of Services provided to a Location for an applicable Duration, commencing on the applicable Subscription Start Date.
- (v) "Subscription Start Date" means the start date expressly defined in the attached Order Confirmation or, in the event no date is defined therein, the date ten (10) calendar days following Customer's execution of an applicable Order Confirmation.
- (w) "System Data" means all data, content and information in the nature of de-identified or aggregate system administrative data, statistical and demographic data, geographic data and operational information and data generated by or characterizing the use of the Services. System Data includes location-data describing the geographic whereabouts and condition of any Products.
- (x) "Term" means the term of this Agreement, which shall commence on the Order Date of the first Order Confirmation placed hereunder and continue until the Agreement is (i) terminated pursuant to Section 9 or (ii) in the event customer provides notice of non-renewal per Section 9(a), upon the expiration of the last Subscription on the attached Order Confirmation(s).
- (y) "Waste Data" means any and all information about wasted materials recorded and/or processed through the use of the Products and Services, including but not limited to: (i) information pertaining to wasted materials recorded and/or processed through the use of the Services (including but not limited to images, weights, user labels, and infrared, ultrasound, hyperspectral, temperature or other sensor-generated data); (ii) descriptive information about Customer operating characteristics including concept type, service style, square footage and other operating attributes; (iii) information provided by Customer to enable normalized data analysis; and (iv) any derivative data computed from (i) to (iii).

2. Pricing; Payment; Logistics; Related Matters.

- (a) Pricing. Customer agrees to pay Leanpath the fees for the Services and Purchased Products as defined in the attached Order Confirmation. Except as defined in the Order Confirmation, Leanpath shall not modify pricing during the initial Duration. Leanpath shall provide Customer with notification of any pricing changes at least forty-five (45) days before the renewal date for an existing Subscription. Payment shall be made in US Dollars unless otherwise agreed in the Order Confirmation.
- (b) Payments. Leanpath will invoice the Customer fees for Services and Purchased Products upon the Order Date. Thereafter, renewals shall be invoiced up to sixty (60) days prior to the renewal date. Customer shall pay amounts due within thirty (30) days of receipt of invoice unless expressly agreed otherwise in the attached Order Confirmation. Leanpath may impose a late payment charge on all overdue payments equal to the lesser of 1-1/2% per month, determined and compounded daily from the due date until paid, or the maximum rate allowed by law. Customer shall also pay any costs of collection of Leanpath, including reasonable attorneys' fees incurred in connection therewith. All amounts payable under this Agreement will be made by Customer without setoff or counterclaim, and without any deduction or withholding, except to the extent permitted pursuant to Section 2(c) below.
- (c) Taxes. Unless expressly stated otherwise in the attached Order Confirmation, Customer shall be responsible for all sales taxes, use taxes, value added taxes, personal property taxes, and any other taxes, duties, assessments and charges of whatsoever kind or character, imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement (but excluding U.S. taxes based on Leanpath's income), including on the ownership, use, shipment, transportation, delivery or operation of Services and Purchased Products. Leanpath will pay or collect such taxes and charges only to the extent it has the legal obligation to do so, and the appropriate amount shall be invoiced to and paid by Customer in accordance with the payment terms in Section 2(b) above. In the event that Customer is a tax-exempt entity or an authorized reseller, Customer shall provide to Leanpath written evidence of its tax-exempt status issued by one or more taxing authorities upon execution of this Agreement and upon any renewal of or change to such tax-exempt status and Leanpath shall make a good faith effort to cause Customer to not be assessed any taxes for which Customer

has demonstrated an exemption. If Customer fails to provide current proof of tax-exempt status to Leanpath, Leanpath shall invoice Customer as if it were non-exempt. If any deduction or withholding from a payment to Leanpath is required by law, Customer shall notify Leanpath and will pay Leanpath any additional amounts necessary to ensure that the net amount that Leanpath receives, after any deduction and withholding, equals the amount Leanpath would have received if no deduction or withholding had been required. Customer shall provide Leanpath upon request with all information necessary for Leanpath's compliance with law (including any tax exemption certificate), to demonstrate evidence of Customer's payments required of it under this section, and to show that withheld and deducted amounts have been remitted to the relevant taxing authority.

(d) Logistics; Expediting. Unless expressly stated otherwise in the attached Order Confirmation, the pricing in the attached Order Confirmation is exclusive of Shipping Costs as well as Handling Costs from Leanpath to the Location in the applicable Order Confirmation. All shipments shall be made under Delivered-At-Place (DAP) terms in accordance with the 2020 Incoterms, unless stated otherwise in the Order Confirmation, at the point of delivery stated in the Order Confirmation. Leanpath will declare minimum value on goods shipped in accordance with applicable law. In the event Customer requests delivery sooner than the date agreed in the attached Order Confirmation, Leanpath shall estimate the added costs of such acceleration, including a Leanpath rush fee. Upon Customer's prior written approval, Leanpath shall make reasonable efforts to meet the revised timeline and Customer shall reimburse Leanpath for its actual direct Shipping Costs, Handling Costs and the rush fee.

(e) Export. Customer agrees that it will not ship, transfer, or export the Products in any manner restricted or prohibited by the United States or by other multi-lateral sanctions with which the United States participates, without first obtaining a license or approval to do so. Customer will comply with all laws, regulations, permits, orders and other restrictions to the extent that they are applicable to the import or export of Products, controlled technical data or materials.

(f) Import; Certifications. Unless expressly stated otherwise in the attached Order Confirmation, the Customer shall be the Importer of Record (or shall be responsible for appointing an agent to act as Importer of Record on behalf of Customer) and shall be responsible for obtaining import licenses, paying import license or permit fees, duties and customs fees, and any other governmental or import taxes or fees, and preparing and submitting required documentation in connection with importing the Items. In the event Customer is based in a country that requires hardware certifications beyond those regularly maintained by Leanpath, Leanpath and Customer shall mutually agree on a process to achieve compliance and, subject to Customer's prior written approval, Customer shall reimburse Leanpath for the applicable certification costs.

(g) On-Site Training Cancellations. In the event Customer cancels a confirmed on-site training visit within fourteen (14) days of the scheduled date, Customer shall pay Leanpath a change fee of USD\$500 and cover any non-refundable travel costs incurred by Leanpath.

3. Rented Equipment.

(a) Rental. If Customer procures a Rented Product Subscription(s) under the attached Order Confirmation, such rental(s) shall commence, terminate and renew in accordance with the Order Confirmation. Upon execution of the attached Order Confirmation and upon payment of rental service fees as due thereunder, Leanpath hereby leases and rents to Customer, and Customer leases and rents from Leanpath, the Rented Products described in the attached Order Confirmation, subject to the terms and conditions set forth in this Agreement for the Duration and at the Location(s) set forth in the attached Order Confirmation.

(b) Use. Unless Customer is in default under this Agreement beyond all applicable cure periods, Customer shall be entitled to the possession, use and quiet enjoyment of the Rented Products at each applicable Location in accordance with the terms of this Agreement. Customer agrees that the Rented Products will at all times remain in the possession and control of Customer. Customer shall keep Leanpath advised of any significant changes to the physical location of the Rented Products and consents to Leanpath monitoring the location of the equipment remotely. Customer will not permit Leanpath's title and interest in the Rented Products to be subjected to any lien, charge or encumbrance and will take immediate action when required to keep the Rented Products free and clear of any and all liens, charges, encumbrances or adverse claims.

(c) Maintenance, Repair and Improvement. Customer shall at its expense keep the Rented Products in good and efficient working condition, including but not limited to a) cleaning and removing any food debris from the Rented Products and b) using the Rented Products in a setting that meets the environment specifications for temperature, humidity and water avoidance defined by Leanpath. Customer shall not make any alteration, improvement, or addition to the Rented Products without Leanpath's prior written consent.

(d) Loss or Damage. Customer shall bear the risk of damage, loss, theft or destruction, partial or complete, of the Rented Products, whether or not such loss or damage is covered by insurance, except for a) any deterioration caused by normal wear and tear or b) damage, loss, theft or destruction occurring prior to Customer's receipt of the Rented Products. In the event of any damage or loss to any Rented Products, Customer shall promptly notify Leanpath in writing and shall engage Leanpath at Customer expense to ship, repair or restore the Rented Products to good condition and working order. If any Rented Products are totally destroyed, or damaged, Customer shall pay Leanpath the fair market value of such

Rented Products immediately prior to the damage or destruction, as reasonably determined in Leanpath's sole discretion. Upon Customer making such payment, Leanpath shall provide a replacement of equivalent capability. The destroyed or damaged Rented Products shall belong to Leanpath.

(e) True Lease. The parties intend that the applicable provisions of this Agreement constitute a true lease, and not a sale of the Rented Products subject to a security interest, under the Uniform Commercial Code. Title to Rented Products remains with Leanpath at all times, and Customer shall acquire no right, title or interest in the Rented Products other than a leasehold interest solely as lessee in the context of its Subscription subject to all the terms and conditions of this Agreement. By signing this Agreement, Customer authorizes Leanpath or its agent to file any precautionary financing statement or amendment with respect to Rented Products.

(f) Return of Rented Products. Upon expiration or termination of the attached Order Confirmation, Customer shall, at Customer's expense, promptly (and in any event within thirty (30) days) return any and all Rented Products to Leanpath's designated return address. The Rented Products shall be returned in substantially the same condition as when delivered by Leanpath, ordinary wear and tear excepted. Customer shall pay to Leanpath the actual costs incurred by Leanpath to repair any deficiencies in the Rented Products to return them to their prior condition (excepting any ordinary wear and tear, which shall not be subject to such reimbursement obligation).

4. Right to Use Services; Related Topics

(a) Right to Use the Services. Subject to the terms and conditions of this Agreement and the attached Order Confirmation, Leanpath hereby grants Customer the non-exclusive, non-transferable, non-sublicensable, non-refundable (subject to Section 9) revocable right to access and use the Services specified in the attached Order Confirmation at the specific named Customer Locations, for the Duration specified therein, as may be renewed pursuant to this Agreement.

(b) Subscriptions. Other than for a) training services and b) set-up & configuration services, all other Services are purchased as Subscriptions through the attached Order Confirmation which specifies a defined plan or edition, for one or more named Locations, for a specific Duration. Features, support, coaching, quantity of Reporting Seats and/or Enterprise Seats, and other attributes of the Services vary based on the plan Customer selects for each Location. All Subscriptions are non-refundable and non-cancellable for the Duration (subject to Section 9) and will be billed annually in advance, unless expressly agreed otherwise in the attached Order Confirmation. Subscriptions are assigned at the Location level and commence on the Subscription Start Date. Once commenced, Subscriptions may not be paused. Each Subscription runs from its Subscription Start Date through the complete Duration defined in the attached Order confirmation and is then subject to renewal or termination per Section 9.

(c) Location Accounts. Prior to the Subscription Start Date, Leanpath will create an initial corporate account for Customer and will assign end-user access (i.e., login usernames and passwords) in accordance with the attached Order Confirmation. Customer acknowledges and agrees on behalf of itself and its Affiliates that Leanpath will maintain administrative access to Customer's account(s) and account resources to ensure that Customer and its Affiliates receive quality Services, to assist with technical issues, to provide coaching or training services, and to audit Customer's compliance with the attached Order Confirmation and this Agreement. Customer is responsible for all activities that occur under its account, regardless of whether the activities are undertaken by Customer, its employees or a third party to which Customer has provided account access and, except to the extent caused by Leanpath's breach of this Agreement, Leanpath and its Affiliates are not responsible for unauthorized access to Customer's account(s). Customer must contact Leanpath immediately if Customer believes an unauthorized third party may be using Customer's account or if Customer's account access information becomes compromised.

(d) Leanpath Responsibilities. Leanpath shall provide the Services as specified in the attached Order Confirmation and in accordance with applicable laws, regulations and government orders. Leanpath agrees to provide reasonable prior notice to Customer for all Scheduled Downtime expected to last more than ninety (90) minutes.

(i) Technical Support. Unless specified otherwise in the attached Order Confirmation, Customer's Locations shall receive standard technical support, including (i) access to English-speaking customer technical support representatives via email during Leanpath's normal business hours; (ii) maintenance updates of the Services purchased on the attached Order Confirmation, when and if available; and (iii) online documentation designed to assist with implementation and use of the Services.

(ii) Software Support Services / Coaching. Certain Subscription plans define software support services (also known as coaching) which are available to specific named Software Support Points of Contact (SSPOC). Unless specified otherwise in the attached Order Confirmation, coaching will be provided in English and will be based on the selected Subscription plan set forth in the attached Order Confirmation. Leanpath coaches provide perspectives and recommendations to SSPOC's on food waste prevention; however, Customer and its Affiliates are responsible for exercising professional judgment in contextualizing this advice among all priorities in Customer's operation. Customer and its Affiliates are responsible for being fully informed about all food safety, public health and other regulatory matters which affect the safety of the food

Customer serves and for making all decisions regarding the safety of any and all food items Customer serves. Leanpath specifically disclaims any responsibility or liability for food safety decisions made by Customer.

(e) Customer Responsibilities. As between Customer and Leanpath, Customer shall be solely responsible for and assume all liability relating to the following:

(i) Customer shall provide a wide-area network connection consistent with Leanpath network requirements and shall compensate Leanpath for any costs incurred, including labor and equipment, to comply with either Customer's non-standard network requirements or any changes to its network over time; and

(ii) Customer shall make commercially reasonable efforts to prevent unauthorized access to or use of the Services, including access to or use by individuals without an assigned Reporting Seat or Enterprise Seat; and

(iii) Customer shall not: (1) use Services without payment of the Service fees or in violation of the terms and conditions hereof; (2) permit any third-party entity or person or other unauthorized person to access or otherwise make use of the Services except as set forth in this Agreement; (3) sell, resell, rent, lend, share or lease the Services; (4) use or allow use of the Services or the Products to store or transmit unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; (5) interfere with or disrupt the integrity or performance of the Services or third-party data or accounts of other Leanpath customers utilizing the Leanpath Services platform; (6) attempt to gain unauthorized access to the Services or their related systems or networks; (7) use the Services or Products and information generated thereby to commit fraud, libel or defamatory acts, or to facilitate or commit abusive or otherwise malicious or harmful acts to any person or entity, discriminate based on race, gender, religion, nationality, disability, sexual orientation, or age, or to carry out or commit any illegal activities; and (8) allow, enable or tolerate use of a single Reporting Seat or Enterprise Seat by any person other than the single named user.

(f) Audit and Certification. Leanpath reserves the right to monitor Customer's use of the Services and Purchased Products to ensure compliance with this Agreement and the attached Order Confirmation, including Customer's account limitations. If Leanpath determines that Customer's use of the Services or Products is not in compliance with this Agreement or the attached Order Confirmation, which shall constitute a material breach of this Agreement, Leanpath reserves the right to take appropriate action, including, but not limited to, suspension or cancellation of Customer's account and termination of this Agreement for cause in accordance with Section 9.

(g) Transfer Products between Locations.

(i) Physical Transfer of Products. Customer may transfer physical Products (either Rented Products or Purchased Products) to any of its Locations (but not to a Location outside the applicable Customer), by providing written notice to Leanpath using Leanpath's then-current Product Transfer Form.

(1) In the event Customer requests Leanpath's involvement in the logistics, Leanpath shall assess a Product transfer fee of USD\$250, plus all Shipping Costs, Handling Costs, duties and taxes.

(2) In the event Customer requests Leanpath to store Products at its facilities, and upon acceptance in each case by Leanpath, Customer shall pay a storage fee of USD\$100 per month or partial month in addition to the costs in Section 4(g)(i)(1).

(ii) Transfer of Subscriptions. Customer may transfer an existing Subscription to any of its Locations (but not to a Location outside the applicable Customer), by providing written notice to Leanpath using Leanpath's then-current Subscription Transfer Form. Such transfer does not include physical movement of Products. Customer shall pay Leanpath a set-up fee in an amount equal to a) the set-up fee charged initially in the Order Confirmation, or b) if no such set-up was included in the initial Order Confirmation, Leanpath's then-prevailing list price for set-up at a new Location.

(h) Non-Warranty Repair Services. Upon Customer's request, Leanpath shall make reasonable efforts to repair out-of-warranty Purchased Products. Customer shall pay Leanpath based on its then-current parts and labor rates for such Repair Services. To expedite a repair, Leanpath may elect to replace Customer's Purchased Products with equivalent used equipment, rather than repair them. In such case, Customer shall pay Leanpath a replacement fee in an amount equal to the originally anticipated repair costs and shall return the original Purchased Products to Leanpath. Products provided by Leanpath as replacements shall carry a warranty in accordance with Section 7(b), however, the length of the warranty period for such replacement shall be limited to three (3) months. Upon Customer's receipt of the replacement, title to Customer's malfunctioning Purchased Products shall automatically transfer to Leanpath and title for the replacement Purchased Products shall automatically transfer from Leanpath to Customer.

(i) Localization.

(i) Software. Unless agreed otherwise in the attached Order Confirmation, Leanpath shall provision the on-premises tracking software and web-based dashboards in English.

(ii) Training Materials. Unless agreed otherwise in the attached Order Confirmation, core written materials for training and technical support and signage shall be available in English.

(iii) Additional Translation. If Customer requires translation of content into languages other than those referenced herein, Customer shall reimburse Leanpath for the cost of such translation project.

5. Data Ownership, Use, Security and Hosting.

(a) Waste Data Ownership. Pursuant to the terms and conditions of this Agreement and the attached Order Confirmation, Customer shall own the Waste Data created or generated through Customer's use of the Services or Products and may make any use of such data.

(b) Waste Data License. Pursuant to the terms and conditions of this Agreement and the attached Order Confirmation, Customer hereby grants Leanpath, its successors and assigns, a worldwide, royalty-free, fully-paid, perpetual, irrevocable, non-terminable license to use the Waste Data solely for Leanpath's lawful business purposes, which may include, but are not limited to: (i) use of the Waste Data to perform the Services hereunder; (ii) use of the Waste Data for Leanpath's sales, marketing and product and service development purposes, including without limitation, the use of the Waste Data to: (a) develop and construct benchmarks based on or derived from the Waste Data; (b) develop and implement machine learning inputs and/or algorithms based on or derived from the Waste Data; and (c) identify trends and/or insights in the Waste Data; (iii) aggregating the Waste Data with data or information obtained from other data sources; and (iv) retaining the Waste Data as part of Leanpath's data sets, data repositories and/or databases

(c) De-Identification of Waste Data. Notwithstanding anything to the contrary in this Agreement, in no event shall Leanpath disclose or make available the Waste Data to any third party without first de-identifying such Waste Data such that it can no longer be identified as originating with Customer directly or through inference ("De-Identified Waste Data"). For purposes of clarity, Leanpath's disclosure of De-Identified Waste Data shall not be deemed a breach by Leanpath of any of its confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing, Leanpath shall be permitted to disclose, transfer or make available the Waste Data without de-identification for purposes expressly approved by Customer in writing including, but not limited to, integrations with other technology systems used by Customer.

(d) System Data. All System Data is owned exclusively by Leanpath and may be used by Leanpath for its business purposes, including, but not limited to, management of the Services and evaluating the efficiency, utility and functionality of the Services.

(e) Protection of Data. Leanpath will comply with applicable laws and regulations by maintaining appropriate, administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Waste Data, System Data and Account Data, including any personally identifiable information that is subject to privacy and data security laws. Notwithstanding anything to the contrary in this Agreement, Leanpath may preserve or disclose all information that is or comes into Leanpath's possession or control, including Waste Data, Account Data, and/or System Data, if Leanpath believes that it is reasonably necessary to comply with applicable law, regulation or a lawful order from a competent judicial, administrative or law enforcement authority with jurisdiction over Leanpath or such information. U.S. law authorizes Leanpath to respond to requests for user information from foreign law enforcement agencies that are issued via U.S. court either by way of a mutual legal assistance treaty or a letter rogatory. It is Leanpath's policy to respond to such U.S. court ordered requests when properly served.

(f) Data Integration. In the event Customer desires to establish a technical connection between Leanpath Services and a non-Leanpath Customer system to enable a form of data exchange between Leanpath and such system (an "Integration"), Customer shall enter into a standalone Order Confirmation with Leanpath which specifically defines the requirements, timing and cost for such Integration.

(g) Access to Data. Customer, on behalf of itself and its Affiliates, hereby grants permission for (a) Leanpath to access to all Waste Data, Account Data and System Data, and (b) access any and all Leanpath software comprising the Service, either on-site or remotely via Customer's network, to access and collect Waste Data and to the extent necessary for Leanpath to perform its obligations and exercise its rights under this Agreement, including, the licenses granted to Leanpath hereunder and to provide on-site and remote technical support services to Customer.

(h) Third-Party Hosting & Sub-Processors. Customer on its behalf and on behalf of its Affiliates hereby consents to Leanpath hosting the Services on a third-party cloud platform and using third-party sub-processors, each as defined in

Leanpath's hosting and sub-processors list at <http://www.leanpath.com/subprocessors>. Leanpath may amend this list from time to time in its sole discretion.

6. Intellectual Property Rights. All right, title and interest, including all Intellectual Property Rights, in and to the Products, Services, all software and documentation provided by Leanpath under this Agreement, including the underlying source code, algorithms, data structures, methods, processes screen formats, report formats, ideas and concepts used to provide the Products and Services, and all other works, inventions and other subject matter created by Leanpath, whether prior to, separate from, pursuant to or in connection with, this Agreement, including all customizations, enhancements, improvements and other modifications thereof (collectively, "Leanpath Material"), are and will remain the exclusive property of Leanpath. Customer shall not, except as expressly authorized and only to the extent established by applicable statutory law, attempt (or permit others) to decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover Leanpath Material. Customer shall not develop methods to enable unauthorized parties to use the Leanpath Material, or access and use the Leanpath Material to develop any other product based on any of the concepts and ideas contained in the Leanpath Material. Customer shall not modify the Leanpath Material or incorporate any portion of the Leanpath Material into any other software or create a derivative work of any portion of the Leanpath Material. Customer shall not access the Leanpath Material in order to build a competitive product or service, or copy any features, functions or graphics of the Leanpath Material without the express permission of Leanpath. In the event that Customer is developing a product or service that may compete with the Products or Services contemporaneously with maintaining an account and subscription for the Services, Customer shall be required to demonstrate, upon the request of Leanpath, that all such competitive product and service development has occurred independently of Customer's use of the Products and Services, and such proof shall be through written evidence of Customer's development procedures. Customer shall not remove any copyright or other proprietary notices displayed through Customer's use of or placed in conjunction with the Products or Services. Leanpath reserves all rights not expressly granted hereunder. The rights granted herein do not constitute a sale of any software or tangible product (other than lease or sale of Products under the Order Confirmation). Customer agrees not to challenge the ownership or rights of Leanpath in and to the Leanpath Material. Customer acknowledges and agrees that any violation of the terms of this Section 6 would irreparably harm Leanpath and that Leanpath may enforce the terms of this Section 6 through injunctive relief, without limitation to any other rights and remedies available to Leanpath.

7. Warranties, Disclaimers, Indemnity and Limitation of Liability.

(a) Acceptance. All Purchased Products delivered hereunder shall be deemed accepted and conforming by Customer, and Customer shall have no right to revoke any acceptance, unless written notice of the non-acceptance or revocation of acceptance is received by Leanpath within thirty (30) days of delivery. Any use of a Purchased Product by Customer, its agents, employees, contractors or customers, after thirty (30) days following delivery shall constitute irrevocable acceptance of that Purchased Product by Customer.

(b) Purchased Product Warranty. Unless specified otherwise in the attached Order Confirmation, Leanpath warrants that the Purchased Products will be free from defects in design, workmanship or materials, under normal use and when operated in accordance with end-user documentation provided by Leanpath, for a period of one (1) year after delivery, provided, however, that this warranty shall only be effective if Leanpath receives notice of such defect during the period of the warranty.

(i) To obtain the benefits of this warranty, Customer shall provide Leanpath with notification of its warranty claim request and, upon approval from Leanpath, Customer shall ship the Purchased Product at its cost to Leanpath's repair depot in Oregon (or such other location as Leanpath may define) within thirty (30) days. No Purchased Products are to be returned to Leanpath without Leanpath's prior written authorization.

(ii) Upon receipt of the Purchased Product, Leanpath shall inspect the equipment and confirm the validity of the warranty claim. If confirmed, Leanpath shall, at its election, repair or replace the defective Purchased Product. If Leanpath elects to replace the equipment, Leanpath shall do so with substantially equivalent equipment as to features and condition. Upon replacement, title to Customer's defective unit shall automatically transfer to Leanpath and title for the replacement shall automatically transfer from Leanpath to Customer. Repaired or replaced equipment covered by the warranty shall be shipped to Customer at Leanpath's expense, excluding any handling, tax or duties required for international shipments.

(iii) This Purchased Products warranty shall not apply to defects resulting from (i) improper storage, (ii) modification of the Purchased Products by Customer, (iii) operation of the Purchased Products outside of the environmental specifications for such Purchased Products, (iv) improper installation (including improper provisioning of wide area network access), (v) neglect, misuse, abuse or theft, or normal wear and tear of the Purchased Products, (vi) use of the Purchased Products in a manner inconsistent with this Agreement, (vii) performance, access, or security restrictions of the Customer local area network (LAN) or wide area network (WAN), (viii) cellular broadband signal availability or strength, or (ix) intermittent electromagnetic or environmental signal interference, except to the extent such actions have been undertaken by Leanpath.

(c) Rented Product Warranty. Leanpath warrants the Rented Products shall be in good working order sufficient to perform their essential purpose. To the extent the Rented Products degrade due to normal wear and tear such that a prudent

operator owning such equipment would replace it, Leanpath shall provide equivalent replacement equipment to Customer at Leanpath's cost, excluding Shipping Costs and Handling Costs which shall be reimbursed by Customer. The Rented Products may be new or used, at Leanpath's election.

(d) Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND LEANPATH HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND LEANPATH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ANY OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT (NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF LEANPATH), AND ANY OBLIGATION, LIABILITY, WARRANTY, REMEDY, RIGHT OR CLAIM FOR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LEANPATH MAKES NO WARRANTY OF ANY KIND TO ANY PARTY OTHER THAN CUSTOMER, OR THAT THE PRODUCTS OR SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF VIRUSES OR OTHER HARMFUL CODE OR ERROR FREE, OR THAT WASTE DATA WILL NOT BE LOST OR DAMAGED.

(e) Indemnification by Leanpath. Leanpath shall defend, indemnify and hold harmless Customer from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) incurred by Customer as a result of any Claim brought by a third party against Customer based on (i) Leanpath's material non-compliance with any applicable law; (ii) the gross negligence or willful misconduct of Leanpath or its employees, or contractors, (iii) personal injury, death, or material property damage caused by a defect in any equipment or product provided or sold by Leanpath to the Customer; (iv) the allegation or establishment that the use or performance of the Products or any Services furnished by or on behalf of Leanpath under this Agreement constitutes an infringement of any third party Intellectual Property Rights (provided, that Leanpath will have no liability for any such third party Claim arising out of, in connection with, or relating to any such Product or Service that is (A) claimed to be infringing where the basis of such claim is a component furnished by a third party or a combination of Products or Services with products, equipment or materials not furnished hereunder, (B) modified, changed or altered by anyone other than Leanpath, or (C) not used in accordance with applicable regulatory, state or federal laws or all specifications and instructions provided by Leanpath), or (v) the breach of Leanpath's obligations regarding Customer's Confidential Information; provided, that Customer (x) promptly gives Leanpath written notice of the Claim and all information reasonably available to Customer relating to the Claim, and (y) in the event of a third party Claim that the Products or Services constitutes an infringement of such third party's Intellectual Property Rights, gives Leanpath sole control of the defense and settlement of the Claim and provides Leanpath with reasonable assistance to defend and settle the Claim. If any third party makes a Claim against Customer based on infringement by the Service or any Product, Leanpath shall, at its option and in its sole discretion, (1) terminate the Agreement and refund the pre-paid fees associated therewith, (2) replace the infringing Service or Product with non-infringing Service or Product, (3) modify the Service or Product so as to make it non-infringing, or (4) obtain, at Leanpath's expense, a license for Customer to continue use of the Service or Product.

(f) Limitation of Liability. IN NO EVENT WILL LEANPATH'S LIABILITY RELATED TO OR ARISING OUT OF THIS AGREEMENT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS AND SERVICES WHICH CAUSED THE DAMAGES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DAMAGE. HOWEVER THIS LIMITATION SHALL NOT LIMIT LEANPATH'S LIABILITY ARISING FROM WILLFUL MISCONDUCT OR FRAUD. IN NO EVENT WILL LEANPATH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSS OR CORRUPTION OF DATA, REGARDLESS OF WHETHER CUSTOMER OR ANY OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. 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 proprietary and not generally known, whether or not designated as "Confidential," "Proprietary," or with some similar designation. The foregoing notwithstanding, any information, in whatever form, disclosed by Leanpath that relates to its food waste prevention technologies that is not generally known (whether or not noted as confidential) shall be included in the definition of "Confidential Information." Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include Waste Data, Account Data and System Data, the permitted use of which is covered elsewhere in this Agreement, nor 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, 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. Upon the disclosing party's request, the receiving party shall within 30 days return all original materials and any copies, notes or other documents in receiving party's possession pertaining to the Confidential Information and shall retain no such Confidential Information. The receiving party recognized and acknowledges that any breach or threatened breach of this Section 8 by the receiving party may cause the disclosing party irreparable harm for which monetary damages may be inadequate and therefore, the receiving party agrees that the disclosing party shall be entitled to an injunction to restrain the receiving party from such breach or threatened breach, provided nothing herein shall be construed as preventing the disclosing party from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

9. Renewals; Termination.

(a) Renewals of Subscriptions. Except as otherwise specified in the attached Order Confirmation, Subscriptions for each applicable Location shall automatically renew at the conclusion of the Duration for additional consecutive periods equal to the then-expiring Duration or one (1) year, whichever is longer, unless either (i) Customer or Leanpath has given the other party written notice of termination in accordance with Section 9 (b) or 9(c) or 9(d) or (ii) unless Customer or Leanpath gives the other party notice of non-renewal for such Location Subscription not less than thirty (30) days before the end of the then-expiring Subscription. Renewals shall include the same scope of Services provided under the expiring Subscription unless agreed otherwise by the Parties. Unless agreed otherwise in a new Order Confirmation, the renewal pricing shall be as defined by Leanpath in its notice provided pursuant to Section 2(a) or, if no notice has been provided by Leanpath, at an annualized rate which is three percent (3%) more than the annualized rate for each of the Services shown in the expiring Subscription (exclusive of one-time discounts, if any).

(b) Termination of Agreement by Either Party for Cause. Either Customer or Leanpath may terminate this Agreement for cause upon 30 days' written notice to the other party (i) of a material breach of this Agreement by the other party if such breach remains uncured at the expiration of such period, (ii) of the introduction of any court order, statute, regulation or the imposition by government or by a local authority which prevents Leanpath from providing the Services, or (iii) immediately, if the other party becomes the subject of a petition in bankruptcy or the subject of any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(c) Termination of Agreement by Customer Without Cause. Customer may terminate this Agreement without cause upon 180 days' written notice to Leanpath. In the event of such termination without cause, Customer shall remain liable for paying all Subscriptions through the end of the full contracted Duration, in accordance with section 9(e)(iii).

(d) Leanpath's Additional Rights to Terminate or Restrict Services. Leanpath reserves the right (but shall have no obligation) to take additional action, up to and including termination, in the following limited circumstances:

(i) With prior written notice to Customer, Leanpath may modify or terminate any or all Services and the lease for all Rented Products, or restrict Customer's use in whole or part if, in Leanpath's reasonable judgment, use of the Services by Customer or as provided to Customer's end users (i) presents a material security risk or will interfere materially with the proper continued operation of a data center, equipment, telecommunications network, or related services, or (ii) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Where permitted under the relevant court or governmental order, Leanpath will notify Customer of such order promptly so that Customer will have an opportunity to respond to the order. Leanpath also will notify Customer promptly of any security risks identified under clause (i) above and any action taken by Leanpath with respect to such security risks.

(ii) Upon notice of not less than seven (7) days and failure to cure within the notice period, Leanpath may modify or terminate any or all Services and the lease for all Rented Products, or restrict Customer's use in whole or part if, in Leanpath's reasonable judgment, Customer's use of the Services (i) violates applicable laws or governmental regulations, including, without limitation, consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (ii) violates or infringes any intellectual property right of Leanpath or a third party; (iii) violates export control regulations of the United States or other applicable countries; or (iv) otherwise violates Customer's obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, Leanpath reserves the right to take whatever steps are necessary to comply with the shorter notice periods or other requirements of any applicable law or regulation of the jurisdiction where the Products are situated or where the Services are performed.

(e) Refund or Payment upon Termination. Upon termination of this Agreement pursuant to Section 9(b) or Section 9(c), Customer shall, under all circumstances, remain liable for and pay all fees payable to Leanpath for the period prior to the effective date of termination, and, with respect to pre-paid amounts and future contracted Services:

(i) if Customer terminates this Agreement for cause pursuant to Section 9(b), Leanpath shall refund all pre-paid amounts covering the remainder of the term after the effective date of termination within thirty (30) days and Customer shall be relieved of any further obligation to make future payments through the remaining contracted Duration under any Order Confirmations, or

(ii) if Leanpath terminates this Agreement for cause pursuant to Section 9(b), Leanpath shall invoice, and Customer and its Affiliates shall pay within thirty (30) days, all outstanding and unbilled fees for all Services procured on Order Confirmations, including Subscriptions, through the complete contracted Duration for each applicable Location.

(iii) if Customer terminates this Agreement without cause pursuant to Section 9(c), Leanpath shall invoice, and Customer shall pay within thirty (30) days the outstanding and unbilled fees for all Services procured on Order Confirmations, including Subscriptions, through the complete contracted Duration for each applicable Location.

(iv) if Leanpath terminates this Agreement or any Order Confirmation pursuant to Section 9(d) above, Leanpath shall invoice and Customer shall pay within thirty (30) days the outstanding or unbilled fees for all Services procured on Order Confirmations, including Subscriptions through the complete contracted Duration for each applicable Location.

(f) Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Leanpath may keep Customer's account open with limited account access and without Service access for a reasonable amount of time to complete processing of all payments, billing and administration of the account termination. Except as expressly set forth in this Agreement, upon expiration or termination of this Agreement:

(i) all rights, licenses, consents and authorizations granted by Leanpath will immediately terminate and Leanpath shall be relieved of any obligation to provide the Services;

(ii) Customer shall immediately cease any and all use of the terminated Products and Services;

(iii) Customer shall promptly return or destroy the Confidential Information of Leanpath and other information related to the terminated Products and Services;

(iv) the following sections of this Agreement shall survive such termination or expiration of this Agreement: Section 2(b) (Payments), Section 3(e) (True Lease), Section 3(f) (Return of Rented Products), Section 5 (Data Ownership, Use and Security, Access to Data), Section 6 (Intellectual Property Rights), Section 7 (Warranties, Disclaimers, Indemnity and Limitation of Liability), Section 8 (Confidentiality), Section 9(e) (Refund or Payment upon Termination), Section 9(f) (Effect of Expiration or Termination), Section 10 (Independent Contractor), Section 11 (Successors and Assigns), Section 12 (Notice), Section 13 (Waiver), Section 14 (Order of Precedence), Section 15 (Severability), Section 16 (Modification; Entire Agreement), Section 17 (Governing Law; Jurisdiction), and Section 18 (Litigation Costs and Fees).

10. Independent Contractor. Leanpath is an independent contractor, and this Agreement will not be construed to create any partnership, joint venture, agency or employment relationship between Leanpath and Customer. Neither party will represent itself to be an employee, representative, joint venture or agent of the other party, nor will a party have any right, power or authority to create any obligation or responsibility on behalf of the other party.

11. Successors and Assigns. This Agreement and the rights and obligations of each party hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party. Notwithstanding the forgoing, either party may assign this Agreement or its rights hereunder without the other party's consent in the event of a merger or sale of a controlling interest or of all or substantially all of the assets of the assigning party. Any purported assignment or transfer in violation of this section shall be void and unenforceable.

12. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier, facsimile transmission, or sent by certified mail, postage prepaid with return receipt requested or by traceable overnight courier, addressed to the other party at the notice address in the attached Order Confirmation, and/or to such other persons or places as the parties may hereafter designate in writing. Notice shall be deemed to be received when personally delivered, or when sent by facsimile transmission, deposited in the mail or tendered to the overnight courier.

13. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach. No modification, amendment or waiver of any provision of this Agreement or 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 this Agreement or any Order Confirmation, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

14. Order of Precedence. Unless otherwise specifically agreed to in a writing signed by an authorized representative of Customer and Leanpath, if there is any conflict between these Terms & Conditions and an Order Confirmation, such conflict will be resolved by giving precedence: (a) first to the attached Order Confirmation and (b) second to these Terms & Conditions.

15. Severability. If any provision of this Agreement or 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 this Agreement or such Order Confirmation shall remain in full force and effect.

16. Modification; Entire Agreement. This Agreement (including each Order Confirmation entered into between Leanpath and Customer, each of which shall be deemed to be attached hereto, except to the extent specifically provided therein, and any addendums, annexures, and exhibits) constitutes the entire understanding and agreement between the parties as to the subject matter hereof, supersedes all other prior and contemporaneous understandings and agreements of the parties in connection herewith, and may not be modified except by an agreement in writing executed by an authorized officer of each party hereto. The terms contained in this Agreement may not be modified by any other purchase order, service order or similar point of sale document except to the extent such modification right has been explicitly described in this Agreement or expressly agreed to by Leanpath. This Agreement may be executed electronically and/or in counterparts, which taken together shall form one legal instrument.

17. Governing Law; Jurisdiction. Unless otherwise agreed in the Order Confirmation, all controversies and disputes arising out of or under this Agreement shall be determined pursuant to the laws of the State of Oregon, without regard to choice of law principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively (to the full extent permitted under applicable law) in the federal or state courts of the United States in the State of Oregon, and each party irrevocably submits to the exclusive jurisdiction of such courts (to the full extent permitted under applicable law) in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

18. Litigation Costs and Fees. In the event of any suit or action, including any appeals, brought by either party against the other to enforce any of the obligations under this Agreement or arising out of any dispute concerning this Agreement, or to enforce or collect any judgment or decree of any court, the substantially non-prevailing party shall pay the substantially prevailing party all costs and expenses in connection with such matters, including reasonable attorneys' fees.

19. Insurance. Throughout the entire Term of this Agreement Leanpath shall procure and maintain at its own expense the following insurance. Such insurance shall be with licensed or authorized insurers in the jurisdictions of operation and shall maintain a minimum AM Best rating of A- VIII or equivalent. All such insurances below may be met using a combination of primary and excess policies and shall add Customer as an additional insured (except for workers compensation and crime) and shall apply as primary and noncontributory insurance to any other insurance or self-insured programs of Customer. Leanpath and their insurers shall waive all rights of subrogation against Customer and their agents, officers, directors and employees.

(a) **Commercial General Liability:** Leanpath shall maintain commercial general liability (CGL): Policy limits of not less than USD\$2,000,000 per each occurrence and USD\$3,000,000 aggregate which shall cover liability arising from premises, operations, products/completed operations, personal injury, and advertising injury, and liability assumed under an insured contract.

(b) **Automobile Liability:** Leanpath shall maintain automobile liability using a Business Auto Coverage Form with policy limits of not less than USD\$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

(c) **Workers' Compensation and Employers' Liability:** Leanpath shall maintain workers' compensation and employers' liability within applicable statutory limits provided for workers compensation and employers' liability limits of not less than USD\$1,000,000 each accident for bodily injury by accident or USD\$1,000,000 each employee for bodily injury by disease.

(d) **Technology/Professional Errors and Omissions and Cyber Security Liability:** Leanpath shall maintain coverage with a combined single limit of not less than USD\$1,000,000 each claim/aggregate.

Prior to the execution of this Agreement, and upon request, Leanpath shall deliver a certificate, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Leanpath or insurer shall provide for 30 days' written notice to Customer prior to the cancellation or material change of any insurance referred to therein. All such insurance certificates shall be sent to Customer's notice address herein.

20. Anti-Bribery. The parties warrant that neither will give, offer or pay (either directly or through a third party), or request or demand that the other party give, offer or pay, the payment of any financial or other advantage to any third parties, which would cause either party to be in violation of anti-corruption laws. If either party gains knowledge of any conduct by one of its employees, sub-contractors, independent consultants, agents or other third party which constitutes bribery or corruption, or if either party has specific suspicion of such conduct, it shall immediately inform the other party of such knowledge and information.

21. Slavery and Human Trafficking. Leanpath warrants that it has taken all reasonable steps to ensure that slavery and human trafficking as defined under applicable laws is not taking place in any of its existing supply chains and in any part of its own business. Leanpath shall implement reasonable and proportionate due diligence procedures for its major suppliers to ensure that there is no slavery or human trafficking in its supply chains.

22. Authorization. Each Party represents and warrants that it has the legal power to enter into this Agreement and that the person executing this Agreement on its behalf has the full capacity to bind that Party.