

END USER LICENSE AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY THE TERMS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”). BY CLICKING THE “I ACCEPT” BUTTON, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY, OR IF YOU HAVE NAMED A COMPANY AS CUSTOMER, ON BEHALF OF THAT COMPANY (YOU OR ANY SUCH COMPANY, THE “CUSTOMER”), AND TO BIND THE CUSTOMER TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD CLICK ON THE “CANCEL” BUTTON TO DISCONTINUE THE INSTALLATION OR USE OF THE LICENSED SOFTWARE AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

1. AGREEMENT. This Agreement is a binding legal agreement between Customer and Nosey Pepper, LLC (“Company”) for use of the accompanying software as a service product, platform and other online offerings (the “Licensed Software”). By using the Licensed Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement or do not have the authority warranted above, do not use the Licensed Software.

2. LICENSE.

A. License. Subject to the terms and conditions of this Agreement, Company grants to Customer a limited, non-transferable, nonexclusive, fully revocable license, without the right to sublicense and to permit those individuals authorized by Customer and bound by this Agreement (“Authorized Users”) to use the Licensed Software, provided by Company, including Licensed Software documentation (“Documentation”) solely for Customer’s own internal business operations and in accordance with the type of license for which Customer has paid the applicable fees.

Licensed Software.

3. RESTRICTIONS. The rights granted to Customer in this Agreement are subject to the following restrictions: (a) Customer shall not access or use the Licensed Software at any time without having first accepted the terms and conditions of this Agreement; (b) Customer shall not license, sell, rent, lease, transfer, assign, distribute, publish, host, outsource, disclose or otherwise make available the Licensed Software or Documentation, or any features, functionality or outcome of the Licensed Software or Documentation, to any third party other than an Authorized User; (c) Customer shall not

modify, correct, adapt, translate, enhance or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation, in whole or in part, or remove any product identification, proprietary, copyright or other notices contained in the Licensed Software (including any reports or data printed or exported from the Licensed Software); (d) Customer shall not reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Licensed Software's source code, in whole or in part, except if and only to the extent that Customer uses Company's authorized API (application programming interface) for ensuring interoperability; (e) except as expressly stated herein, no part of the Licensed Software or Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or other means; (f) Customer shall not combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs unless approved by Company in writing; (g) Customer shall not circumvent, bypass or breach any software copyright management or security features used for or contained in the Licensed Software; (h) Customer shall not use the Licensed Software or any of its features, functionality or information for purposes of: (i) benchmarking or comparative or competitive analyses of the Licensed Software, (ii) developing, using or providing a competing product or service, (iii) providing any information regarding the features, functionality or outcome of the Licensed Software to a third party that has or may develop a competing product or service, or (iv) any other purpose that is to Company's detriment or commercial disadvantage; or (i) Customer shall not use the Licensed Software or Documentation in violation of any law, regulation or rule;

Neither Company nor any of its suppliers is obligated under this Agreement to provide any services, updates or upgrades to the Licensed Software and Customer shall not copy, move, display, export or otherwise make available the Licensed Software to any country other than the country where the Licensed Software was sold or can operate.

4. OWNERSHIP. Company solely and exclusively owns all rights, titles and interests in and to the Licensed Software and Documentation, including any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "Intellectual Property Rights") as well as all copies and portions thereof and all improvements, enhancements, modifications and derivative works thereof, even if provided by Customer. Any rights not expressly granted by Company in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in the Licensed Software and Documentation. Nothing in this

Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title or interest in or to any Confidential Information defined in Section 6 of Company. Customer acknowledges and agrees that the Licensed Software and Documentation are provided under LICENSE and are not sold to Customer.

5. OPEN SOURCE SOFTWARE. Certain items of independent, third-party code may be included in the Licensed Software that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts Customer’s right to copy, modify and distribute such Open Source Software that is subject to the terms of the GPL. The Licensed Software may contain third party software requiring notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are made a part of and incorporated by reference into this Agreement.

By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

6. CONFIDENTIAL INFORMATION.

A. Confidential Information. In connection with this Agreement, Company may disclose or make available certain confidential or proprietary information to the Customer. The term “Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that Company considers confidential or proprietary, including information consisting of or relating to Company’s technology, trade secrets, know-how, unpatented inventions, ideas, copyrighted material, product and product design information, source code, object code, documentation, images, icons, audiovisual components, processes, communications and information with which Company has contractual or other confidentiality obligations. Confidential Information includes any information that is conspicuously marked as “confidential” or other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and Company’s business. Without limiting the foregoing, the Documentation and source code of the Licensed Software are the Confidential Information of Company.

B. Exclusions. Confidential Information as used in this Agreement does not include information that the Customer can demonstrate by written or other documentary records: i. was rightfully known to the Customer without restriction on use or disclosure prior to such information being disclosed or being made available to the Customer in

connection with this Agreement; ii. was or becomes generally known by the public other than by Customer's noncompliance with this Agreement; or iii. was or is received by the Customer on a non-confidential basis from a third party that was or is not, at the time of such receipt, under any obligation to maintain its confidentiality.

C. Confidentiality and Use. As a condition to being provided with any disclosure of or access to Confidential Information, the Customer shall: i. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; ii. except as may be permitted by and subject to its compliance with Section 6(D), not disclose or permit access to Confidential Information other than to its employees and independent contractors (collectively, "Representatives") who: (1) need to know such Confidential Information for purposes of the Customer's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (2) have been informed of the confidential nature of the Confidential Information and Customer's obligations under this Section 6(C)(ii), and (3) are bound by written confidentiality and restricted use obligations as protective of the Confidential Information as the terms set forth in this Section 6(C)(ii); iii. safeguard the Confidential Information from unauthorized use, access or disclosure using its best efforts to protect the confidentiality of all Confidential Information or at least the degree of care it uses to protect its own sensitive information; iv. ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' non-compliance, with the terms of this Section 6; and v. immediately notify Company in writing or electronically within three (3) days of any unauthorized access, possession or use of Company's Confidential Information of which it may become aware and, if possible, immediately terminate the unauthorized use of the Confidential Information.

D. Compelled Disclosure. If Customer or any of its Representatives are compelled by legal process or a valid legal order to disclose any Confidential Information, Customer shall, prior to making such disclosure, use commercially reasonable efforts to notify Company of such requirements to afford Company the opportunity to seek a protective order or other remedy.

7. RECORDS AND AUDIT. During the license term and for twenty-four (24) months after its expiration

or termination, Customer shall maintain accurate records of its use of the Licensed Software sufficient to show compliance with the terms of this Agreement. During the license period, Company may, in Company's sole discretion, audit Customer's use of the Licensed Software to ensure Customer's compliance with this Agreement, provided that (i) any such audit shall be subject to fifteen (15) days' notice by Company, and (ii) no more than one (1) audit may be conducted in any twelve-month (12-month) period except for good cause shown. Company also may, in its sole discretion, audit

Customer's systems within thirty-six (36) months after the end of the license period to ensure Customer has ceased use of the Licensed Software and removed all copies of the Licensed Software and Documentation from such systems required hereunder. Customer shall reasonably cooperate with Company's personnel conducting such audits and provide all reasonable access requested by Company to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information. Customer shall promptly reimburse Company for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Licensed Software fees payable by Customer for the period audited, or that Customer has materially failed to maintain accurate records of Licensed Software use.

8. WARRANTY.

A. Company warrants that the Licensed Software, when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially as described in the Documentation ("Warranty Period"). Company will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or provide a workaround for reproducible error in the Licensed Software reported to Company by Customer in writing during the Software Warranty Period or, if Company determines that it is unable to correct or provide a workaround for an error that renders the Licensed Software inoperative or causes catastrophic failure in a production environment, Company will refund to Customer fees actually paid during the Software Warranty Period for the Licensed Software, in which case this Agreement and Customer's right to use the Licensed Software will be terminated. The above warranty shall not apply: (a) unless Customer makes a written claim within fifteen (15) days of the date on which Customer first noticed the non-conformity and provides sufficient information to assist Company in duplicating the non-conformity to diagnose and triage the problem; (b) if the Licensed Software is used with hardware or software not specified in the accompanying Documentation; (c) if any modifications are made to the Licensed Software by Customer or any third party; or (d) to defects in the Licensed Software due to accident, abuse or improper use by Customer.

B. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 8(A), THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. COMPANY AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE

LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WORKS WITH ALL APPLICATIONS, OPERATING SYSTEMS, HYPERVISORS AND OTHER THIRD PARTY SOFTWARE OR THEIR REVISIONS, OR ALL HARDWARE. COMPANY IS NOT REQUIRED TO PROVIDE ANY MAINTENANCE OR SUPPORT SERVICES WITH RESPECT TO THE LICENSED SOFTWARE UNDER THIS AGREEMENT.

9. LIMITATION OF REMEDIES AND DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED \$1000.00 OR THE AMOUNT PAID BY CUSTOMER DURING NINETY (90) DAYS FOR THE LICENSED SOFTWARE THAT CAUSED SUCH DAMAGE, WHICHEVER IS LOWER. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER.

10. TERM AND TERMINATION.

A. Term. This Agreement and the licenses granted hereunder are effective on the date Customer uses the Licensed Software and shall continue only for the period that the license is granted to the Customer or until this Agreement is terminated by either party pursuant.

B. Termination for Cause. Either party may terminate this Agreement effective immediately upon written notice to the other party if: (a) Customer fails to pay any portion of the fees within ten (10) days after receiving written notice from Company that payment is past due; or (b) Either party breaches any other provisions of this Agreement and fails to cure within thirty (30) days after receipt of either party's written notice thereof; (c) Either party ceases operation without a successor; or (d) Either party seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

C. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the Licensed Software granted thereunder shall terminate (b) Customer shall immediately destroy and delete any copies of the Licensed Software, Documentation and Confidential Information in its possession, and (c) Customer shall pay Company any fees owed and not yet paid for the Licensed Software that Customer has utilized

D. Survival. The Sections that survive any expiration or termination of this Agreement are those that by their nature and context are intended to survive.

11. NON-DISPARAGEMENT. In an effort to ensure fair and honest public feedback, and to prevent the publishing of libelous content in any form, Customer agrees that it and its Authorized Users will not disparage or comment negatively about Company or its reputation, products, services, officers, management, employees or affiliates.

A. For purposes of this Section 15, "disparage" shall mean to, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, through any form of written or electronic medium including, but not limited to, email, blogs, use of social media websites or applications and any other mobile application that might reasonably be construed to be derogatory or critical of, or negative toward, Company's reputation, products, services, officers, management, employees or affiliates.

B. In the event Customer breaches any component of this Section as determined by Company in its sole discretion, Customer shall be provided a seventy-two (72) hour opportunity to retract the content in question. If the content remains, in whole or in part, Company will take any and all actions to clear its name including legal actions to remove said content at Customer's costs.

C. Nothing herein shall prevent Customer from making any truthful statements in connection with any legal proceeding or criminal investigation of Company by any government or law enforcement agency.

D. The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in Company refusing to enter into this Agreement.

12. CONSENT TO USE OF DATA. Customer agrees that Company may collect and use data and related information, including, but not limited to, technical information about its system, use, performance, applications, software and hardware, that is gathered periodically to facilitate marketing, provisioning, support, future products and features,

software updates, product support, ensure license compliance, other services to Customer (if any) related to the Licensed Software and other Company related uses.

13. EXPORT. The Licensed Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, reexport or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations. Customer will indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Customer of its obligations under this Section. Customer's obligations under this Section shall survive the expiration or termination of this Agreement.

14. FORCE MAJEURE. Company will not be responsible or liable to Customer, or deemed in default or breach hereunder, by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riots, rebellions, invasions, epidemics, hostilities, war, terrorist attacks, embargoes, natural disasters, acts of God, floods, fires, sabotages, fluctuations and non-availability of electrical power, heat, light, air conditioning or Customer equipment, loss and destruction of property or any other circumstances or causes beyond Company's reasonable control.

15. EQUITABLE REMEDIES. Customer acknowledges that a breach by Customer of any of its obligations under this Agreement would cause Company irreparable harm for which monetary damages would not be an adequate remedy. In the event of such breach, Company will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16. MISCELLANEOUS. Neither the rights nor the obligations arising under this Agreement are assignable by Customer, and any such attempted assignment or transfer shall be void and without effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming and the United States without regard to the conflict of laws provisions therein that would require application of the laws of another jurisdiction. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in New York with sole venue in the courts located in New York County and each party hereby submits to the personal jurisdiction of such courts, except that Company may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary

rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event that any provision of this Agreement is found to be contrary to law, such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to Customer may be provided by email. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by both parties.