

SWEETCONNECT BAKER AS END USER LICENSE AGREEMENT

SweetConnect Baker Edition (“Application”) is licensed to You, as a provider of baking and related services (“End-User” or “You”, as applicable) by SweetConnect, with a mailing address of 11601 Shadow Creek Parkway, Suite 111 (Box 166), Pearland, TX 77584 (“Licensor”), for use only under the terms of this License Agreement (hereinafter “License Agreement” or “Agreement”). By downloading the Application from the Apple AppStore, Google Play or any other source, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple, Google Play or any other third party is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance, and support thereof.

All rights not expressly granted to You are reserved by Licensor.

1. THE APPLICATION

SweetConnect Baker Edition is a software created to connect bakers with potential customers searching for custom baked goods. The Application is not tailored to comply with industry-specific regulations such as Health Insurance Portability and Accountability Act

(HIPAA), Federal Information Security Management Act (FISMA), American with disabilities Act (ADA) etc. . If your interactions would be subjected to such laws, you may not use this Application. You may not use the Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. YOUR RIGHTS UNDER THIS AGREEMENT

2.1 Licensor hereby grants you a revocable license to use the SweetConnect platform to find consumers looking for custom baked goods and related services (“Customers”), to discuss with Customers their needs, to provide Customers custom goods conforming to their needs, and to receive payment for your goods and labor according to your agreement with the Customer and the terms of this Agreement.

3. YOUR OBLIGATIONS TO LICENSOR AND TO CUSTOMERS

3.1. As a user of SweetConnect Baker Edition, You may use the Application to find Customers for whom to provide custom baked goods and related services (“Product” or “Products”, as applicable).

3.2 YOU AGREE AND ACKNOWLEDGE THAT NO EMPLOYEE-EMPLOYER RELATIONSHIP EXISTS BETWEEN YOU AND LICENSOR. YOU AGREE AND ACKNOWLEDGE THAT ANY FUNDS YOU RECEIVE THROUGH USE OF THE SWEETCONNECT PLATFORM IS COMPENSATION EXCLUSIVELY FROM YOUR CUSTOMER OR BUYER. YOU AGREE THAT LICENSOR WILL RETAIN A CERTAIN PORTION OF THE FUNDS RECEIVED BY CUSTOMER(S) AS A COMMISSION, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL FORWARD THE

BALANCE OF SUCH RECEIVED FROM CUSTOMER(S) FOR THE PRODUCT(S) SOLD TO CUSTOMER(S) BY YOU. YOU FURTHER AGREE THAT LICENSOR SHALL NOT ACT AS A COLLECTOR OF FUNDS OR A COLLECTIONS AGENCY AND THAT LICENSOR ONLY PROVIDES THE SWEETCONNECT PLATFORM TO CONNECT CUSTOMERS TO BAKERS AND FACILITATE PAYMENTS.

3.3 You represent to Licensor that the Products that You list for sale on SweetConnect platform will be custom made. "Custom" means that the design and creation of the goods you offer for sale are the result of your labor and that they were made and delivered to conform to an order by a Customer. You understand that prohibited acts under this paragraph include but are not limited to reselling pre-baked goods bought from a store or bakery not affiliated with you; reselling goods made by someone other than you or your affiliates or partners; or selling goods created for any reason other than to fulfill an order received through the SweetConnect platform. This paragraph does NOT prohibit you from following recipes or designs created by third parties subject to applicable third-party licenses, but the implementation of any third-party recipes or designs must be performed by You.

3.4 You represent to Licensor that the Products that You list for sale on the SweetConnect platform will be bespoke. "Bespoke" means that the goods are created at a Customer's request and to fit a Customer's stated requirements. You understand that this paragraph does NOT prohibit you from selling identical goods to multiple Customers or to the same Customer(s) multiple times, only that the goods you deliver to each Customer must have been created in response to a specific order from that Customer.

3.5 You agree to exercise reasonable diligence to complete any order that you accept through the SweetConnect platform and deliver it to the Customer. You agree that you will not accept

any order that you do not have the skill, time, or resources to complete. You agree that you will make a reasonable effort to conform your final product exactly to the Customer's requirements and deadlines, and that you will immediately inform the Customer if you are unable to do so.

3.6 You agree that you will provide ONLY goods that do not require time and temperature control through the SweetConnect platform. Time and temperature control means a food that requires time and temperature control for safety to limit pathogen growth or toxin production. It includes food that must be held under proper temperature controls, such as refrigeration, to prevent the growth of bacteria that may cause human illness. This may include food that contains protein and moisture and is neutral or slightly acidic, such as meat, poultry, fish, and shellfish products, pasteurized and unpasteurized milk and dairy products, raw seed sprouts, baked goods that require refrigeration, including cream or custard pies or cakes, and ice products. Permitted goods include baked goods that do not require time and temperature control, candy, nuts, fruit pies, canned jams or jellies, or dehydrated fruits or vegetables.

3.7 YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO STATE, LOCAL, AND FEDERAL LAWS AND REGULATIONS CONCERNING THE PREPARATION, PACKAGING, LABELING, AND DELIVERY OF THE PRODUCTS YOU PROVIDE THROUGH THE SWEETCONNECT PLATFORM. YOU REPRESENT TO LICENSOR THAT YOU ARE AWARE OF ANY SUCH LAWS OR REGULATIONS AND THAT YOU WILL OPERATE IN COMPLIANCE WITH THEM.

3.8 You agree that you will indemnify, defend, and hold harmless Licensor, to the fullest extent permitted by law, for any claim arising from your failure to comply with applicable rules and regulations.

3.9 You agree to exercise civility and professionalism in dealing with Customers and Licensor's employees or representatives. You agree to refrain from employing vulgarity, profanity, or hateful language in dealing with customers and Licensor's employees and representatives.

3.10 You understand that violation of any of the terms found in this Agreement may result in permanent or temporary suspension from the SweetConnect platform at Licensor's sole and absolute discretion.

4. SCOPE OF LICENSE

4.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Application on any Apple-branded products that You own or control and as permitted by the usage rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You via family sharing or volume purchasing.

4.2 This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

4.3 You may not share or make the Application available to third parties except to the degree allowed by the Apple Terms and Conditions, and with Licensor's prior written consent, sell, rent, lend, lease or otherwise redistribute the Application.

4.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof except with Licensor's prior written consent .

4.5 You may not copy (excluding when expressly authorized by this license and the usage rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

4.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

4.7 Licensor reserves the right to modify the terms and conditions of licensing.

4.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

5. TECHNICAL REQUIREMENTS

5.1 The Application requires a firmware version 4.0 or higher. Licensor recommends using the latest version of the firmware.

5.2 Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

5.3 You acknowledge that it is your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

5.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

6. NO MAINTENANCE OR SUPPORT

6.1 Licensor has no obligation, express or implied, to provide any maintenance, technical or other support for the Application.

6.2 Licensor and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

7. USE OF DATA

You acknowledge that Licensor will be able to access and adjust your downloaded licensed Application content and your personal information, and that Licensor's use of such material and information is subject to your legal agreements with Licensor and Licensor's privacy policy: sweetconnect.com/privacy.

8. USER CONTRIBUTIONS

The Application may invite You to chat, contribute to, or participate in blogs, message boards, online forums, and other functionalities, and may provide You with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Licensor, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these terms of use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these terms of use.
4. Your Contributions are not false, inaccurate, or misleading.

5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable as shall be determined by Licensor .
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these terms of use, or any applicable law or regulation. Any use of the Application in violation of the foregoing violates these terms of use and may result in, among other things, termination, or suspension of your rights to use the Application.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Application or making Contributions accessible to the Application by linking your account from the Application to any of your social networking accounts, You automatically grant, and You represent and warrant that You have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broad cast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name , as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images You provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable in any way, whether directly or indirectly, for any statements or representations in your Contributions provided by You in any area in the Application.

You are solely responsible for your Contributions to the Application and You expressly agree to exonerate Licensor, to the fullest extent allowed by law, from any and all responsibility and to refrain from any legal action against Licensor regarding your Contributions.

Licensor has the right, in Licensor's sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations in the Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. Licensor has no obligation to monitor your Contributions.

10. LIABILITY

10.1 Licensor's responsibility in the case of violation of obligations and tort or based on any theory shall be limited to intentional misconduct and gross negligence only. In no event shall Licensor be liable for any damages. In the event Licensor is held responsible for any damages by a court of competent jurisdiction, the damages shall be specifically limited to the amount of profit Licensor generated for a particular transaction between Licensor and End-User from which the liability originated.

10.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties as may be identified in this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to the licensed Application.

10.3 You agree to indemnify, defend, and hold harmless Licensor in all cases related to food-borne illness or any injury arising from the sale, use or consumption of Products, if any.

11. RESOLUTION OF DISPUTES

You agree that, in the event of any dispute between You and Licensor arising under this Agreement or any other aspect of your use of the SweetConnect platform, both parties shall submit to binding arbitration in accordance with the rules established by the American Arbitration Association. Should arbitration require court approval or involvement, You agree that the dispute will be resolved exclusively in the U.S. District Court for the Southern District of Texas and will be governed by the laws of the state of Texas.

12. WARRANTY

12.1 Licensor warrants that Licensor will use its best efforts to ensure that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of your download. Licensor disclaims any warranty for of suitability or fitness for a particular purpose.

12.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by yourself or by third parties, or if there are any other reasons outside of Licensor's sphere of influence that affect the executability of the Application.

12.3 You are required to inspect the Application immediately after installing it and notify Licensor about issues discovered without delay by e-mail provided in the Application. The defect

report will be taken into consideration and further investigated if it has been adequately reported within a period of two (2) days after discovery.

12.4 If Licensor confirms that the Application is defective, Licensor reserves all rights to take any action which may include efforts to remedy the situation or arrange for a substitute delivery.

Licensor reserves the right to take no action and may not take any action.

12.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify Licensor or the App-Store-Operator, and your Application purchase price may be refunded to You.

13. PRODUCT CLAIMS

Licensor and the End-User acknowledge that Licensor, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application. In no event shall Licensor be responsible for any claims related to the Products purchased using the Application or otherwise. You acknowledge that any claims related to Products purchased using the Application shall be addressed between You and Customer(s) directly.

14. CONTACT

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

SweetConnect
11601 Shadow Creek Pkwy, Suite 111 (#166)
Pearland, TX 77584
United States
orders@sweetconnect.us

15. TERMINATION

The license is valid until terminated by Licensor or by You. Your rights under this license will terminate automatically and without notice by Licensor if You fail to adhere to any term(s) of this license. Upon license termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

16. PRICING, PAYMENTS, CANCELLATIONS AND REFUNDS

You acknowledge and agree that Licensor is only acting as a matchmaker of service between You and Customer(s). In this regard, Licensor is facilitating transactions between You and Customer(s). The price of any products or goods are established by You and not by Licensor. Upon reviewing the specifics of the need of the products(s) by consumer(s), You will have an opportunity to quote a price and make an offer to the consumer(s) based on product(s) you are able to offer. You acknowledge that You will not be the only merchant or baker who will have an opportunity to quote a price and make an offer. If and when a consumer(s) selects your offer, the Application will finalize a price based on your quote and will give the opportunity to consumer(s) to make a payment. The Application will calculate the total price based on parameters provided by You. You may cancel at any time before the payment is made and the order is placed by the Customer in the Application. As a convenience and service to You, the Application is designed to collect payment from Customer. At any time before payment is made by Customer, You may choose not to finalize an order and revoke your offer for any reason including disagreement with the price, order details, inability to complete the order or any other reason. You will not have an opportunity to revoke your offer once the offer has been accepted

by Customer and payment has been made by Customer at which point You will have the legal obligation to complete the order. Upon collecting payment from Customer, Licensor will retain an amount of 10% of the total price quoted for a period of the first six months from the date of this Agreement and thereafter an amount of 12% of the total price quoted shall be retained by Licensor. Licensor will submit payments to You in aggregate on a monthly basis at the beginning of each month for the month prior. Baker acknowledges that all liability related to the Product(s) shall be that of Baker and not of Licensor. Licensor reserves the right to withhold payments from You or to issue you a charge for any refund requested by Customer(s) for any reason including but not limited to non-delivery on non-conformity. All delivery charges shall be paid by Customer(s) and shall be forwarded to Baker by Licensor.

17. MISCELLANEOUS

17.1 If any of the terms of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose of this Agreement.

17.2 The terms of this Agreement may only be modified in writing.