

FRESHCLOUD™ DIGITAL PLATFORM
MASTER PLATFORM AND SUBSCRIPTION AGREEMENT

PLEASE READ THIS MASTER PLATFORM AND SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE USING FRESHCLOUD™ DIGITAL PLATFORM (“FRESHCLOUD”). BY DOWNLOADING, ACCESSING, INSTALLING OR USING ALL OR ANY PORTION OF FRESHCLOUD, YOU REPRESENT THAT YOU PURCHASED FRESHCLOUD THROUGH A PURCHASE ORDER OR OTHER AGREEMENT SIGNED BY AGROFRESH THAT REFERENCES THIS AGREEMENT (“ORDER”) OR THROUGH A FREE TRIAL AUTHORIZED BY AGROFRESH AND YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF ANOTHER PERSON, COMPANY OR LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR FRESHCLOUD AND PROMPTLY DELETE FRESHCLOUD FROM ALL DEVICES. This Agreement is a binding legal agreement between AgroFresh Inc. or its applicable Affiliate (“AgroFresh”) and you, an AgroFresh customer that is an individual or legal entity that has signed an Order or has been granted a free trial by AgroFresh (“Customer”) and governs Customer’s use of FreshCloud, including software, applications and any associated upgrades, patches, updates and related technology and services of the platform. “Affiliates” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1. Use of FreshCloud. Subject to, and in consideration of, Customer’s full compliance with the terms and conditions of this Agreement, including the Order, AgroFresh grants Customer during the Term (as defined herein) a non-exclusive, non-transferable, non-assignable limited right to: (i) access and use the features and functions of FreshCloud ordered by Customer pursuant to the Order or granted to Customer pursuant to a free trial, (ii) transmit data related to Customer’s use of FreshCloud to and from the FreshCloud platform over the internet and store such data in FreshCloud; and (iii) use the Documentation solely for Customer’s own internal business purposes only (the “Subscription”). Customer acknowledges that this Agreement is a services agreement and AgroFresh will not be delivering copies of software as part of the Subscription. “Documentation” means the user guides and other documentation related to FreshCloud provided or otherwise made available to Customer for use with the Subscription.

2. Trial Use. If AgroFresh grants Customer access to FreshCloud on a free trial or evaluation basis (“Test Services”), Customer may only use the Test Services on a temporary basis for the period specified by AgroFresh (“Trial Period”). If there is no period identified, the Trial Period shall be thirty (30) days after FreshCloud is first made available to Customer. If Customer fails to stop using FreshCloud by the end of the Trial Period, Customer may be invoiced and agrees to pay the invoice. AgroFresh in its discretion may stop providing the Test Services at any time at which point Customer will no longer have access to any related data, information and files and must immediately cease using the Test Services. Any data Customer enters into FreshCloud during Customer’s free trial will be permanently lost unless Customer purchases a subscription to the same services as those covered by the Test Services prior to the end of the Trial Period. Notwithstanding any warranties contained in this Agreement, AgroFresh provides the Test Services “as-is” without support or any express or implied warranty or indemnity and AgroFresh will not have any liability relating to Customer’s use of the Test Services.

3. Support Services.

3.1. Support Services. If AgroFresh and Customer have agreed that AgroFresh will provide professional services in connection with FreshCloud, including but not limited to implementation, customization, consulting services, training and any upgrades or enhancements to FreshCloud (“Support Services”), the details of the Support Services will be set out in an Order. This Agreement shall also govern all of Customer’s Orders for the Support Services. Additional fees for the Support Services shall be set forth the Order.

3.2. Customer Use of Deliverables. If any Support Services involve the delivery of reports, documents or other deliverables, Customer will be free to use such deliverables for its internal business purposes during the Term,

subject to the applicable confidentiality provisions of this Agreement. The parties acknowledge, however, that the Support Services will not be construed as transferring (or as requiring AgroFresh to transfer) to Customer any intellectual property rights in any deliverables or other work product.

4. Customer Responsibilities.

4.1. Compliance with Laws. Customer shall comply with all applicable laws including, but not limited to, export control and economic sanctions and applicable import laws of Customer's locality (if Customer is not located in the United States) and Customer will not export FreshCloud without obtaining all required licenses or authorizations. FreshCloud may not be exported or re-exported (a) into any U.S. embargoed countries; or (b) to anyone on the U.S. Treasury Department list of Specially Designated nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Customer represents that Customer is not the subject or target of economic sanctions and is not located in a country or territory that is subject or target of economic sanctions of the United States or any applicable jurisdiction.

4.2. Use Restrictions. Customer shall not and shall not permit anyone to (a) allow third parties, or develop methods for third parties, to use or have access to any portion of FreshCloud, whether for profit or without charge, on any medium, without the prior written consent of AgroFresh, including, without limitation access to user id's or passwords; (b) decompile, decrypt, disassemble, reverse engineer, in whole or in part, FreshCloud; (c) attempt to obtain in any other manner any source or object code, architecture or algorithms contained in FreshCloud or any documentation associated with them; (d) sell, rent, lease, license, sublicense, share, distribute, encumber, transfer or exploit in any other manner FreshCloud; (e) make copies, execute, publish, post, communicate, reproduce or create an adaptation or translation of FreshCloud; (e) modify or develop any derivative works of FreshCloud or use FreshCloud to create other software, products or technologies based on FreshCloud or any other confidential information of AgroFresh, unless laws prohibit those restrictions or Customer has AgroFresh's written permission; (f) interfere with FreshCloud or try to access it using a method other than the interface and the instructions that AgroFresh provides; (g) incorporate all or part of FreshCloud in any other webpage, site, application or other digital or non-digital format without AgroFresh's prior written consent; (h) reject, avoid, elude, remove, alter or modify FreshCloud without the prior written consent of AgroFresh; (i) use FreshCloud in any way which could adversely affect or damage AgroFresh's or any third party's network; (j) use FreshCloud to create a competitive offering; (k) modify, remove, hide, move or alter any proprietary notices on or in FreshCloud, including, but not limited to trademarks, logos, icons, images or text that is likely to be confused with the same; (l) use any trademarks or service marks of AgroFresh; (m) violate or circumvent any technological use restrictions in FreshCloud; (n) use FreshCloud for any unlawful purpose, that in any way breaches a law applicable to its activities; or (o) assign this Agreement or any right or obligation under this Agreement or delegate any performance, without AgroFresh's prior written consent.

4.3. Assistance. Customer shall provide commercially reasonable information and assistance to AgroFresh as may be requested by AgroFresh from time to time to enable AgroFresh to deliver FreshCloud and any Support Services in connection with an Order including, but not limited to, all data required by AgroFresh to set up any Support Services, information to enable FreshCloud and any Support Services to be accessible by Customer's Users and provide to AgroFresh or allow AgroFresh to gather data and information relating to use of the Support Services. "User" means those individuals authorized by Customer to use FreshCloud and to whom Customer has supplied a user identification and password to use FreshCloud as supplied by AgroFresh. AgroFresh may limit the number of Users as set forth in an Order. Customer acknowledges that AgroFresh's ability to deliver FreshCloud in the manner provided in this Agreement and an Order will depend upon the accuracy and timeliness of such information and assistance. Customer will designate in writing the individual who will be Customer's primary point of contact for matters relating to any Support Services. Customer may designate a replacement contact by written notice to AgroFresh.

4.4. Customer Content. Customer is solely responsible for collecting, inputting and updating all data, text, images, locations, content, videos and materials (collectively, "Customer Content") in FreshCloud in connection with its use of FreshCloud and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party; or (ii) contains anything that is fraudulent, illegal, knowingly false or inaccurate, inflammatory,

libelous, slanderous, defamatory, harmful, threatening, hateful, abusive, bigoted, racially, ethnically or otherwise objectionable, harassing, deceptive, offensive, malicious, obscene or vulgar.

4.5. Customer Warranties. Customer warrants that (a) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all Customer Content that is placed on, transmitted through FreshCloud or recorded on FreshCloud, (b) the provision and use of Customer Content as contemplated by this Agreement in connection with FreshCloud and the Support Services does not and shall not violate any Customer privacy policy, terms of use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to and (c) no Customer Content will include social security numbers or other government issued identification numbers, financial account numbers, or other personal financial, health or medical information or other information that is subject to international, federal, state or local laws, regulations or ordinances now or hereafter enacted regarding data privacy or protection.

4.6. Unauthorized Use. Customer shall: (i) notify AgroFresh immediately of any unauthorized use of any password or User id or any other known or suspected breach of security; (ii) report to AgroFresh and use reasonable efforts to stop any unauthorized use of FreshCloud that is known or suspected by Customer or any of its Users and (iii) not provide false identity information to gain access to FreshCloud. Customer shall be solely responsible for the acts and omissions of its Users. AgroFresh shall not be liable for loss of data or functionality caused directly or indirectly by the Customer or its Users.

4.7. Equipment; Network Requirements. Customer is responsible for securing, using and monitoring adequate internet network connection to ensure connectivity and reliable speed of FreshCloud that is compliant with laws and regulations of the jurisdiction from which Customer may access FreshCloud. Customer is solely responsible for any fees, such as internet connection or mobile fees, that Customer incurs when using FreshCloud, including on any AgroFresh Equipment. For FreshCloud to function, or function effectively, Customer must have the hardware, software, systems and infrastructure communicated by AgroFresh to Customer. Customer is responsible for obtaining and maintaining such hardware, software, systems and infrastructure. AgroFresh is not responsible for maintenance of hardware, software, systems or infrastructure not owned by AgroFresh. AgroFresh may loan equipment ("AgroFresh Equipment") to Customer for a limited period of time to access FreshCloud at its sole discretion and all risk of loss shall pass to Customer at the point of shipment of any such equipment to Customer. Title to the AgroFresh Equipment shall at all times remain with AgroFresh unless otherwise agreed to in a writing signed by AgroFresh. AgroFresh may invoice Customer for any AgroFresh Equipment not returned by Customer upon expiration of the Term or termination of this Agreement in accordance with its terms and Customer shall pay such invoice. Prices for the AgroFresh Equipment may be specified in an Order.

4.8. License; Anonymized Data. Customer hereby grants to AgroFresh a limited, non-exclusive, royalty-free, worldwide license during the term of this Agreement to copy, store, configure, perform, transmit or display Customer's Content in connection with the provision of services within FreshCloud, including to provide operational feedback to Customer and development of dashboards and analytics capabilities. Except as described herein, Customer acknowledges and agrees that AgroFresh has no obligation to retain the Customer Content and applications and that Customer's Content and applications may be irretrievably deleted, following the termination of this Agreement. Customer warrants that it has sufficient, lawful non-infringing rights to the Customer Content and to grant the license in this Section. Further, AgroFresh may collect, extract, synthesize, create, develop and commercialize statistics, benchmarks, measures and other information based on Customer Content that is anonymized and not identifiable to any person or entity, combined with the data of other customers or other data sources and presented in a way which does not reveal Customer's or Customer's user identity.

4.9. Feedback. "Feedback" shall mean any input regarding AgroFresh's products and/or services (including any Test Services), including changes or suggested changes to AgroFresh's current or future products and/or FreshCloud. Notwithstanding anything that Customer may note or state in connection with providing Feedback, all Feedback provided by Customer shall not be considered confidential information and shall be received and treated by AgroFresh on a non-confidential and unrestricted basis. Customer agrees that AgroFresh or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any Feedback provided by Customer or any other party, and acknowledges that AgroFresh may use the Feedback for any purpose,

including but not limited to incorporation or implementation of such Feedback into an AgroFresh product or service, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by AgroFresh.

5. Ownership. Title to FreshCloud, Documentation, updates, customization and all patents, copyrights, trade secrets and other proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of AgroFresh. Customer will not acquire any rights in FreshCloud, except for the limited right to access and use FreshCloud as set forth in this Agreement. AgroFresh owns all rights in any copy, translation, modification, adaptation or derivative works of FreshCloud, including any improvement or development thereof. AgroFresh retains all rights not expressly granted to AgroFresh in this Agreement. Customer shall promptly notify AgroFresh in writing upon discovery of any unauthorized use of FreshCloud or Documentation or infringement of AgroFresh's proprietary rights in FreshCloud or Documentation.

6. Third Party Products. To the extent that FreshCloud includes third-party products, including software, such third party products may only be used in accordance with the license therein. Any third party products delivered to Customer pursuant to this Agreement, including any third party plug-in that may be provided with FreshCloud, is included for use at Customer's option solely in accordance with the corresponding third party software license. Customer agrees that AgroFresh shall have no liability or obligation relating to any third party products. Customer agrees that AgroFresh is not liable and Customer agrees not to seek and hold AgroFresh and its Affiliates liable for the conduct of third parties, including any operators of external sites.

7. Fees; Payment Terms.

7.1. Fees. In consideration for the Subscription rights and performance of Support Services by AgroFresh pursuant to this Agreement and an Order, Customer will pay to AgroFresh the fees set forth in the Order between Customer and AgroFresh ("Fees").

7.2. Invoicing and Payment. AgroFresh will invoice Customer for all Fees. Unless AgroFresh notifies Customer that Customer does not meet AgroFresh's then current credit standards and policies or as otherwise set forth in an Order, all invoices for the Fees are due and payable within thirty (30) days of the invoice date. All Fees are non-cancelable and non-refundable except as expressly stated in this Agreement. Except otherwise specifically stated in an Order, all Fees stated are stated in United States Dollars, and must be paid by Customer to AgroFresh in United States Dollars.

7.3. Taxes. Fees are exclusive of all applicable sales, use, value added (VAT) and other taxes unless otherwise specified in an Order. Customer shall be responsible for all sales and use taxes, value added taxes (VAT) or similar charges relating to Customer's purchase and use of the FreshCloud and receipt of the Support Services taxes unless otherwise specified in an Order. Customer shall not be liable for taxes based on AgroFresh's income, capital or corporate franchise.

7.4. No Deductions or Setoff. All amounts payable to AgroFresh hereunder shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

8. Term and Termination.

8.1. Term. The term of this Agreement with respect to Customer shall begin on the effective date set forth in Customer's Order and shall continue for the period set forth in the Order unless terminated earlier as set forth in this Agreement ("Term").

8.2. Early Termination. AgroFresh may terminate this Agreement if Customer commits a breach of this Agreement and fails to cure such breach within thirty (30) days following Customer's receipt of notice from AgroFresh and Customer shall pay all amounts then due and due for the remaining Term but for such termination; provided, however that AgroFresh may immediately terminate this Agreement if Customer violates any applicable law. If access to and use of FreshCloud was granted, or any fees associated with access to and use of FreshCloud were waived, in connection Customer's commitment to purchase other products sold by AgroFresh and Customer ceases to purchase such products, this Agreement shall terminate and Customer shall pay AgroFresh any fees waived

that were contingent upon purchasing such other AgroFresh products. When this Agreement terminates, all licenses and access to FreshCloud terminate.

8.3. **Effects of Termination.** Upon expiration or termination of AgroFresh's provision of FreshCloud for any reason, (a) Customer must immediately cease use of FreshCloud, (b) both parties must return, or otherwise dispose of as instructed by the other party, all of the other party's confidential information and intellectual property in whatever form or media they may exist, (c) Customer shall pay AgroFresh for any unbilled amounts completed or accrued prior to the date of expiry or termination and any invoices owing (such invoices are not refundable), (d) Customer shall promptly return all AgroFresh Equipment loaned to Customer and (e) upon written request by Customer, no later than twenty (20) business days following termination or expiry, AgroFresh will make available or provide Customer with a copy of Customer's data that is hosted on FreshCloud. Unless agreed in writing by AgroFresh, any such data will be in the form of a flat file. After the expiration of such twenty (20) business day period, commencing on the termination or expiry of this Agreement, AgroFresh will not be required to retain any backup of Customer's data.

8.4. **Suspension for Non-Payment.** AgroFresh reserves the right to suspend access to FreshCloud if Customer fails to pay any undisputed amounts due to AgroFresh but only after AgroFresh notifies Customer of such failure and Customer fails to make such payments within seven (7) days. Nothing in this Section shall release Customer of its payment obligations under this Agreement. Customer agrees that AgroFresh shall not be liable for any liabilities, claims or expenses relating to the suspension of access to FreshCloud pursuant the terms of this Agreement.

8.5. **Suspension for Harm.** AgroFresh reserves the right to suspend the delivery of FreshCloud if AgroFresh reasonably determines that Customer or any of Customer's Users use of FreshCloud is causing immediate harm to AgroFresh or others. In the extraordinary case that AgroFresh must suspend access to FreshCloud, AgroFresh shall notify Customer of the suspension and the parties shall use commercial efforts to resolve the issue. AgroFresh shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of access to FreshCloud in accordance with this Section. Nothing in this Section will limit AgroFresh's right to payment.

9. **Audits.** AgroFresh may use software tools to audit and otherwise request information from Customer regarding Customer's use of FreshCloud. Customer agrees to cooperate with AgroFresh's audit and provide reasonable assistance and access to information.

10. **Access to Customer's Account; Messaging.** AgroFresh has the ability to access FreshCloud to log in as a particular user of Customer to provide technical support services to Customer. AgroFresh may use a third party to provide technical support services. In connection with Customer's use of FreshCloud, Customer agrees that AgroFresh may send Customer service announcements, administrative messages and other information.

11. **Privacy and Content**

11.1. **Data Protection and Privacy.** Customer acknowledges and agrees that AgroFresh's performance of this Agreement may require AgroFresh to process, transmit and/or store personal data of Customer's Users. By submitting personal data to AgroFresh, Customer agrees that AgroFresh may process, transmit, and/or store personal data only to the extent necessary for, and in the sole discretion of, enabling AgroFresh to perform its obligations under this Agreement. AgroFresh will (a) only use personal information to the extent necessary to make available FreshCloud to Customer, excepting third parties providing a service to AgroFresh related to your management as our Customer, and to comply with its other obligations, (b) not disclose that personal information to any other person or retain that personal information without Customer's prior written approval or as expressly required by an applicable law, (c) notify Customer promptly after AgroFresh becomes aware, that an unauthorized collection, use, disclosure or storage of personal information has occurred and take reasonable actions to limit such unauthorized disclosure, (d) not do any act or engage in any practice with that personal information that would breach any applicable law and (e) not keep any personal information longer than necessary to fulfill its obligations to Customer pursuant to this Agreement. Whenever information needs to be transferred outside the European Economic Area to a services provider to a country which has not received the decision of adequate level of protection issued by the European Commission, personal data will be duly protected by standard contractual clauses approved by the European Commission, the relevant Privacy Shield certification or binding corporate rules of the data

processor. AgroFresh uses and protects information in accordance with the AgroFresh Privacy Notice which can be found at <https://www.agrofresh.com/privacy-policy/>. Customer acknowledges and agrees to AgroFresh's Privacy Notice.

11.2. **Customer Compliance.** To the extent that Customer collects, uses, discloses or stores any personal information, Customer must comply with all applicable laws (including any privacy laws applicable to Customer's activities) and take all reasonable measures required to ensure that Customer is compliant with its obligations under such laws. AgroFresh has the right to remove any data from FreshCloud that is considered to be a breach of any applicable law. Customer is responsible for obtaining consent from its Users to the collection, use, processing and transfer of any personal information. Customer is responsible for Customer's data and releases AgroFresh from liability in respect of such data. AgroFresh does not endorse and is not responsible for the content of any data Customer provides.

11.3. **Camera Access and GPS.** Some services offered by FreshCloud require the use of a camera and precise GPS location services on the smart device used by Customer to access and use such services on FreshCloud, such as monitoring produce for quality inspection purposes in connection with the FreshCloud services. If Customer desires to use such services, Customer will provide FreshCloud access to its devices' camera and location services. Customer shall not use such devices or cameras to monitor any individuals or intrude on any individual's privacy. Customer shall only upload images of the relevant produce subject to the FreshCloud services purchased by Customer in an Order into FreshCloud. Customer acknowledges that AgroFresh cannot guarantee that the GPS location is accurate.

12. **Third Party Links.** The inclusion of any link on FreshCloud to a third party site does not imply any endorsement or recommendation. Using any link on FreshCloud to a third party site, or decision to accept any third party offer is entirely at Customer's own risk. AgroFresh is not liable for any reliance Customer places on the information or statements conveyed by third parties through FreshCloud or any dealings with third parties that result from use of FreshCloud.

13. **Updates and Modifications.** AgroFresh will provide Customer with any updates to FreshCloud that it makes generally available to its other users that have purchased the same level of support. FreshCloud may update automatically on Customer's devices once a new version or feature is available. AgroFresh is constantly changing and improving FreshCloud. AgroFresh may add or remove functionalities or features of FreshCloud. AgroFresh may make any changes to FreshCloud that it considers to be required for compliance with any applicable laws.

14. **Confidentiality.** During the term of this Agreement, Customer may have access to certain non-public information regarding AgroFresh's products, technology, business or services marked or designated as "confidential" or "proprietary" or that reasonably would be understood to be considered confidential given the circumstances of disclosure (the "Confidential Information"). Without limiting the generality of the foregoing, the FreshCloud platform, including services within the FreshCloud platform and all enhancements and improvements thereto, the Documentation, all Orders and all information on any AgroFresh Equipment provided to Customer will be considered Confidential Information. Customer shall use Confidential Information only for the purpose of using FreshCloud and in connection with the Support Services purchased by Customer. Customer shall keep all Confidential Information confidential and shall not disclose any Confidential Information to any third party without the prior written authorization of AgroFresh. Customer shall only disclose the Confidential Information to those employees and officers of Customer (the "Key Employees") who need to know such Confidential Information to use FreshCloud and in connection with the Support Services for their intended purpose. Customer will protect the Confidential Information from unauthorized disclosure, use or access in the same manner that it protects its own confidential information, but in no event with less than reasonable care. Prior to the disclosure of Confidential Information to Key Employees, such Key Employees shall be informed of the confidential nature of such Confidential Information and the restrictions on the use of such Confidential Information as set forth in this Agreement. Customer shall be liable for any breach of this Agreement by Customer's Key Employees. In the event that a third party or governmental authority seeks or orders the disclosure of the existence or terms of this pricing agreement, Customer shall immediately notify AgroFresh and cooperate with all reasonable efforts to respond, limit and/or oppose such disclosure if so requested by AgroFresh.

15. Third Party Infringement. Customer will immediately notify AgroFresh if Customer (a) becomes aware, or suspects, that a third party is infringing or threatening to infringe AgroFresh's intellectual property; or (b) receives a notice of a claim or assertion that FreshCloud is infringing a third party's intellectual property rights or otherwise constitutes a breach of law. If such a third party infringement, or other claim, arises, AgroFresh will take action in its absolute discretion to stop the infringement or defend against the claim on its own behalf. Customer agrees to provide its full cooperation to assist AgroFresh as reasonably requested and that any recovery of damages or costs is the property of AgroFresh. AgroFresh may modify FreshCloud to get around any such claims. In the event that no such modification is commercially reasonable, then either party may terminate the agreement immediately upon written notice to the other.

16. Backup; Hosting. Customer acknowledges that AgroFresh is not responsible for back up of any installed applications. AgroFresh may subcontract the backup storage of FreshCloud to a third party (or multiple third parties) or change the provider of backup storage without consent from Customer. Currently, AgroFresh will host the FreshCloud services at a Microsoft Azure facility located in the United States or at a location closer to the Customer, at AgroFresh's sole discretion. Customer acknowledges that AgroFresh is utilizing a third-party for the hosting of FreshCloud and, as such, it provides availability, redundancy and disaster recovery as offered to it by Microsoft Azure.

17. Security. AgroFresh will take reasonable steps to ensure that FreshCloud is secure from unauthorized access consistent with generally accepted industry standards. AgroFresh will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation, including, but not limited to, measures designed to prevent unauthorized access to or disclosure of Customer Content. Customer is responsible for (a) not disclosing Customer's usernames and passwords to any persons other than the relevant Users and (b) use of FreshCloud by Users.

18. Warranties and Disclaimers; Limitation of Liability.

18.1. Warranties. AgroFresh represents and warrants that it will provide Support Services that may be subject to an Order using a commercially reasonable level of skill and care. To the extent FreshCloud provides Customer with any risk analysis, recommendations or information (collectively "Information"), such Information is provided for Customer's reference only, and Customer is solely responsible for applying independent judgement with respect to such Information. Customer is solely responsible for any decisions Customer makes regardless of whether such decision is based in whole or in part on any Information or any aspect of FreshCloud.

18.2. Disclaimer. EXCEPT AS SET FORTH IN SECTION 18.1, AGROFRESH PROVIDES FRESHCLOUD AND SUPPORT SERVICES "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGROFRESH ON BEHALF OF ITSELF AND SUPPLIERS, (A) MAKES NO EXPRESS WARRANTIES OR CONDITIONS RELATED TO FRESHCLOUD OR SUPPORT SERVICES; (B) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND (C) DISCLAIMS ANY WARRANTY OR CONDITION ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. AGROFRESH DOES NOT WARRANT THAT FRESHCLOUD OR SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ACCESS TO, OR THE OPERATION OF, FRESHCLOUD WILL BE FAIL SAFE, UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, AGROFRESH EXCLUDES ALL SUCH WARRANTIES AND ANY OTHER WARRANTIES SERVING A SIMILAR PURPOSE.

18.3. Limitation of Liability. TO THE MAXIMUM AMOUNT ALLOWED BY LAW, AGROFRESH, AND AGROFRESH'S AFFILIATES, SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING INTERRUPTION OF USE, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DAMAGE TO NETWORKS, EQUIPMENT OR HARDWARE OR THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES). TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF AGROFRESH, AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS FOR ANY CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO AGROFRESH FOR FRESHCLOUD AND SUPPORT SERVICES DURING THE THREE MONTH PERIOD PRIOR TO THE DATE OF SUCH CLAIM

(OR, IF AGROFRESH CHOOSES, TO SUPPLYING CUSTOMER FRESHCLOUD AND SUPPORT SERVICES AGAIN). IN ALL CASES, AGROFRESH, AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE CLAIMS ARE CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AGROFRESH AND CUSTOMER.

19. Indemnification. Customer shall indemnify, defend and hold AgroFresh harmless from any and all claims, costs, damages, fees, losses, expenses and all other liabilities (including reasonable attorney fees) of whatever kind or nature whether direct or indirect arising out of or relating to (i) Customer's use of FreshCloud in a manner which is not consistent with the use instructions or Documentation, (ii) Customer's noncompliance with any applicable laws or regulations and (iii) Customer's breach of any covenant, representation or warranty set forth in this Agreement or an Order.

20. Assignment. Customer shall not directly or indirectly assign this Agreement or any of its rights under this Agreement without the prior written consent of AgroFresh. For purposes of this clause, an assignment includes any direct or indirect change in control of Customer. Any assignment made in violation of this clause shall be null and void.

21. Third Party Beneficiaries. The terms set forth in this Agreement control the relationship between AgroFresh and Customer. They do not create any third party beneficiary rights.

22. No Waiver; Severability. Failure to enforce a provision of this Agreement will not constitute a waiver of that or any other provision of this Agreement. All waivers must be in writing signed by the party waiving its rights. If a court of competent jurisdiction determines that any part of this Agreement, or any document that incorporates this Agreement by reference, is unenforceable, it will be limited to the least extent to make it enforceable and the remaining portions will remain in full force and effect.

23. Independent Contractor. AgroFresh is an independent contractor and nothing in this Agreement will be determined to make AgroFresh an agent, employee, partner or joint venture of Customer. AgroFresh will have no authority to bind, commit or otherwise obligate Customer in any manner whatsoever.

24. Force Majeure. AgroFresh may reduce or suspend its obligations under this Agreement without liability to Customer and shall not be responsible for any failure, delay or interruption caused by circumstances outside of its control, such as network failure, network connection failure, earthquake, flooding, strikes, lockout or injunction, embargos or acts of government or upon any event beyond the reasonable control of AgroFresh, but this Agreement will otherwise remain in full force and effect and Customer shall pay all amounts due and owing prior to the date of such reduction or suspension.

25. Attorneys' Fees. If as a result of any breach or default in the performance of any of the provisions of this Agreement by Customer, including without limitation, Customer's failure to pay AgroFresh any amounts when due, AgroFresh uses of the services of any attorneys, collections resources, or other professionals (collectively "Professionals") in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement, Customer shall reimburse AgroFresh upon demand for any and all Professionals' fees and expenses so incurred by AgroFresh. In connection with any payment of Professionals' fees and costs pursuant to this Agreement, AgroFresh and Customer hereby agree that the amount due shall be based on actual fees and costs incurred, and not upon any applicable presumption under applicable law.

26. Governing Law.; Dispute Resolution. The laws of the State of Delaware, U.S.A., excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the use of FreshCloud. All claims arising out of or relating to these terms or FreshCloud will be litigated exclusively in the federal or state courts of New Castle County, Delaware, USA, and Customer and AgroFresh consent to personal jurisdiction in those courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, if a dispute arises between the parties, the parties agree to meet within fifteen (15) days of written request by either party attended by individuals with decision making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If within thirty (30) days after such meeting, the parties have not resolved the dispute, either party may pursue all legal remedies

available to it. Nothing in the Section will prevent AgroFresh from collecting Fees or will it prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute have been unsuccessful, (b) the claim or dispute involves intellectual property rights or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

27. Notices. AgroFresh may provide Customer with notice through email or regular mail to the addresses set forth in the Order or postings on the AgroFresh website. Notices to AgroFresh should be sent by certified mail, return receipt requested, postage pre-paid to.

AgroFresh Inc.
510-530 Walnut St., Suite 1350
Philadelphia, PA 19106
Attention: Legal Department

28. Publicity. Customer agrees that AgroFresh may identify Customer as a customer and use Customer's logo and trademark in AgroFresh's promotional materials. Customer may request that AgroFresh stop doing so by submitting an email to kbui@agrofresh.com at any time. Customer acknowledges that it may take AgroFresh up to thirty (30) days to process any such request. Notwithstanding the foregoing, AgroFresh and its Affiliates may, without prior consent of the Customer, use Customer's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with its investors or analysts as well as communications to prospective clients (if applicable).

29. Entire Agreement; Order of Precedence and Integration; Updates to this Agreement. This Agreement, including information which is incorporated into this Agreement by reference (including reference to information contained in a URL or referenced policy) and any Order, contains the entire agreement between the parties respecting the subject matter hereof and thereof, and supersedes and replaces all previous agreements, understandings, commitments or arrangements, oral or written, with respect thereto. If any provision of this Agreement and any Order conflict, the terms of this Agreement shall control unless specifically agreed to in the Order. This Agreement may not be modified or amended except by an instrument in writing executed by both parties; provided, however, that AgroFresh may modify these terms or any additional terms that apply to FreshCloud to, for example, reflect changes to the law or changes to the use of FreshCloud. Customer should review the terms regularly. AgroFresh will post notice of modifications to these terms on its website or by notice to Customer. Changes will not apply retroactively and will become effective no sooner than fourteen (14) days after they are posted. However, changes addressing new functions for FreshCloud or changes made for legal reasons will be effective immediately. If Customer does not agree to the modified terms for FreshCloud, Customer should discontinue its use of that modification. If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict. The pre-printed terms of any purchase order, or any other document, that do not appear in this Agreement or an Order signed by AgroFresh and Customer do not apply FreshCloud or the Support Services.