

Software as a Service Subscription Agreement

This Software as a Service Subscription Agreement (this "Agreement")

is made as of _____ (the "Effective Date") by and between Pepperi Inc. (the "Company" or "Pepperi"), a Delaware Corporation, with registered office at 106 W 32nd Street, New York, NY 10001, 106 W 32nd Street, New York, NY 10001, telephone +1-800-644-9146 and email address info@pepperi.com

and

_____ (the "Client"), a limited company incorporated under the Laws of _____, with registered office at _____, _____,

The Company and the Client shall each be referred to herein as a "Party" and collectively, the "Parties".

WHEREAS the Company operates and maintains and/or collaborates with third party vendors to operate and maintain a SaaS (Software as a Service) sales platform for brand manufacturers and wholesalers known as 'Pepperi Suite' (the "SaaS Platform") and a variety of software tools and services through its website and its mobile application(s) (the "Mobile App"); and

WHEREAS the Client wishes to subscribe to the SaaS Platform and to certain tools and services;

NOW, THEREFORE, in consideration of the foregoing recitals and the shared covenants contained in this Agreement, the Parties agree as follows:

1 RECITALS, SCHEDULES AND APPENDICES; HEADLINES

1.1 The Recitals, Schedules, and Appendices to this Agreement constitute an integral part thereof.

1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

2 DEFINITIONS

"Designated Account" shall have the meaning set forth in Schedule I hereto (Consideration and Payment Term).

"Documentation" shall mean all information, data, instructions, guidance, and other materials related to the Software.

"Effective Date" shall mean the date this agreement is signed by both parties.

"End Date" shall mean 36 months from Production Date.

"Kickoff Date" shall mean the date of the initial meeting/on-line meeting for the implementation of the Saas Platform Software.

"License" shall mean the non-exclusive, non-transferrable non-refundable limited license to use the SaaS Platform Software within the Territory during the Subscription Term and solely for the Purpose, granted by the Company to the Client subject to and in accordance with the terms of this Agreement. Each License shall be granted on either name basis for the Use by an individual User or for the client to use according to Schedule I hereto (Consideration and Payment Term).

"Mobile App" shall mean, the mobile application through which 'Pepperi Salesforce Automation' (SFA) is operated by SFA Users and/or the mobile application through which 'Pepperi Mobile StoreFront' is operated by StoreFront Users (as may be applicable).

"Pepperi ST Edition" shall mean "Pro", "Corporate", or "Ultimate" edition of the SaaS Platform Software as set forth in Schedule I hereto (Consideration and Payment Terms) and Appendix 1 Proposal.

"Proposal" shall mean Pepperi Pricing Proposal, dated _____, attached as Appendix 1 hereto (Proposal).

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"Production Date" shall mean the date from which the Client starts to generate real orders that are meant to be shipped to the customers or three months from the Kickoff, the earlier of the two.

"SFA Users" shall mean individuals employed or engaged by Client, designated and authorized by it to use the Site, the SaaS Platform and the Services and/or to install and use the Mobile App Software (all as applicable), and subscribed as users to the Pepperi ST Edition.

"StoreFront Users" shall mean individuals employed or engaged by Client's client, that are: (i) designated and authorized by the Client to use 'Pepperi Web StoreFront' and/or 'Pepperi Mobile StoreFront' (as may be applicable) and for this purpose to use the Site, the SaaS Platform and the applicable Services and/or to install and use the applicable Mobile App Software; and (ii) are subscribed as such users. To eliminate any doubts, any individual that is using the SaaS platform including Storefront on behalf of the client and is not employed or engaged to use Storefront by Client's client, is an SFA user.

"Services" shall mean (i) the 'Pepperi SaaS Platform Software tools and services set forth under the applicable Proposal in Appendix 1 hereto (Proposal) and related Support Services.

"Site" shall mean the Company's website [www.PEPPERI.com] and any other websites provided by the Company to access and/or use the Pepperi Services.

"Software" shall mean any software, library, utility, tool, component, or other computer or program code, in object (binary) or source-code form (i) contained in the SaaS Platform or otherwise used, operated or maintained by the Company in connection with the Site or the Services and related Documentation (the "SaaS Platform Software"), or if applicable (ii) contained in the Mobile App and locally installed on the mobile device of any User (as may be applicable) and related Documentation furnished to the Client from time to time by the Company in its sole discretion in conjunction therewith (the "Mobile App Software"), including, in each case, any Upgrades thereto.

"SOW" shall mean the Statement of Work specifically designed for the Client set forth as SOW and attached as Appendix 5 hereto (SOW).

"Subscription" shall mean the nontransferable, non-refundable subscription to the SaaS Platform granted to the Client by the Company hereunder, permitting the Users to access and use the Site,

the SaaS Platform, the Mobile App and the Services, in each case, during the Subscription Term, solely for the Purpose and subject to and in accordance with the terms of this Agreement and the T&C.; "Subscription Fee" shall have the meaning set forth in Schedule I hereto (Consideration and Payment Terms).

"Support Services" shall mean the Remote Support services and the Additional Support services, as terms are defined in Section 4 below.

"Subscription Term" shall mean the period commencing on the Production Date and ending on the End Date.

"T&C;" shall mean the Pepperi Terms and Conditions of Use from time to time posted on the Site.

"Term" shall mean the period commencing on the Effective Date and ending on the End Date.

"Territory" shall mean _____.

"Upgrades" shall mean upgrades, updates, bug fixes or modified versions to the Software from time to time issued and applied by the Company in its sole discretion.

"Users" shall mean Users of the SaaS Platform Software including but not limited to users of the SFA and StoreFront, Admin users, back office tele sales, support and Managers.

3 SUBSCRIPTION

3.1 Subject to the terms and conditions of this Agreement (including, without limitation, timely payment of the Subscription Fee in accordance with Schedule I hereto) and the T&C;, the Company hereby grants to the Client and the Client hereby accepts the Subscription and the License.

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3.2 Client acknowledges and agrees that the Subscription and License are subject to the T&C; and Client shall comply with and shall enforce and ensure compliance with the obligations of each User under the T&C.; In addition to and without derogating from any other remedy available to the Company hereunder or under applicable law and notwithstanding anything to the contrary contained herein, if Client breaches or fails to promptly enforce compliance with the terms and conditions of this Agreement or the T&C;, the Company shall have the right to enforce such terms and conditions as a third party beneficiary, terminate the Subscription and License and/or deny access of the applicable User(s) to the Services and the Site.

3.3 For the avoidance of doubt, the Client acknowledges and agrees as follows:

The Subscription and the License are non-exclusive, non-transferrable and shall be limited to the Subscription Term and for the sole purpose of accessing and using the Site, the SaaS Platform, the Services and the Mobile App by Users employed or engaged by Client (or, in the case of 'Pepperi StoreFront', by Client's client) within the Territory (including, subject to the T&C;, such Users traveling out of the Territory) in connection with its sales activity within the Territory (the "Purpose"). Any use,

activation, or operation of the Subscription, the License, the Site, the SaaS Platform, the Services or the Mobile App following the end of the Subscription Term, by Users employed or engaged outside of the Territory or in connection with any sales or business activity outside of the Territory or for any purpose other than the Purpose, in each case, without the Company's prior written consent in its sole discretion (and subject to the terms and conditions set forth in such consent) is strictly forbidden and shall be deemed a material breach of this Agreement.

3.3.1 SFA User subscriptions are provided on a per-seat, named basis, and may not be used or shared by multiple Users. Subscription may be installed on multiple devices, but are restricted to an individual named person.

3.3.2 The Subscription and the License expressly exclude, the Company will not provide, and the Client shall be solely responsible to purchase, obtain, install, activate, operate and maintain, any third-party software or license and any hardware or device (including, but not limited to, mobile devices used by Users for installation of the Mobile App and computer systems at Client's site or, in the case of 'Pepperi StoreFront', at the site of the Client's client)) that may be required in order to install, run, activate, or access the Site, the SaaS Platform, the Services or the Mobile App, including, but not limited to, the applicable operating system and internet browsing software, in each case, in its most recent version released prior to the release of the most recent Upgrade. All such third-party software or licenses and hardware or devices shall meet the Company's system requirements and recommendations from time to time posted on the Site, and the Client acknowledges, agrees, and warrants that it has reviewed the current requirements and recommendations posted on the Site on the date hereof and will review the same upon any Upgrade and from time to time.

3.4 In addition to and without derogating from any other remedy available to the Company hereunder or under applicable law and notwithstanding anything to the contrary contained in this Agreement or the T&C;, the Company shall have the right to deny access to the Site and/or the SaaS Platform and/or the Services by any or all Users and terminate the Subscription (or, in the Company's sole discretion, the subscription of any User thereunder) and the License (or, in the Company's sole discretion, the license of any User under the License) (i) in the event that the Client is in breach of this Agreement, and (ii) in the event that the Client or any User is in breach of the T&C;, provided, however, in each case, that Client does not remedy such breach within 7 (seven) days following Company's written notice of such breach, unless immediate termination is required in Company's discretion to ensure due operation of the SaaS Platform, the Site, the Mobile App or the Services, in which case Company shall have the right to deny

access to the Site, SaaS Platform and Mobile App and/or terminate the Subscription as aforesaid without notice.

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4 SUPPORT

4.1 During the Subscription Term the Company shall provide the Client with remote support services required for purposes of the installation of the Mobile App Software and the activation and implementation of the Mobile App, the SaaS Platform, the Services, and the Site, by the Client and the Users (including help desk support and assistance, automatic backups, and Upgrades), in accordance with the Documentation and Pepperi Support Service Level Appendix attached as Appendix 3 hereto (SLA).

4.2 In addition to the Standard Remote Support, following Client's prior written request and subject to the receipt by Company of the Additional Support Cost whether remote or onsite (as defined below), the Company shall provide Client consulting, training and integration services as may be agreed by the Parties in writing from time to time ("Additional Support").

5 CONSIDERATION AND PAYMENTS

5.1 In consideration for the Subscription, License and related Remote Support services, the Client shall pay to the Company the Fees set forth in Schedule I, payable to the Designated Account in accordance with the payment terms set forth therein.

5.2 In consideration for each Day of Additional Support services (and for purposes hereof, each Day shall include 8 (eight) working hours of one individual), the Client shall pay the Company the service fees set forth in Appendix I hereto, and reimburse Company for all travel expenses preapproved by Client (which approval shall not be unreasonably withheld), including flights, accommodation, food and beverages allowance and other expenses, in accordance with Pepperi Travel and Accommodation Expense Policy attached as Appendix 4 hereto. The aggregate amount of the aforementioned daily service fees and reimbursement of travel expenses shall be collectively referred to herein as the "Additional Support Cost" and they shall be paid in accordance with the payment terms set forth in Schedule I (Consideration and Payment Terms).

5.3 All payments to the Company hereunder shall be in USD and without deductions or set-off based on any currency control restrictions, import duties, or sales, use, value-added, or other taxes or withholdings. Client will bear all applicable fees and taxes involved with the performance of this Agreement, including but not limited to all fees and taxes imposed by governmental authorities and banks due to international transactions. Payments will be linked to the American Consumer Price Index, plus additional linkage of 5(five)% on an annual basis since the Effective Date and until the payment is actually received. In addition to and without derogating from any remedy available to Company in accordance with this Agreement of

applicable law, (i) the Client shall reimburse the Company for all collection costs and interest for any overdue amounts, and (ii) any late payment of the Subscription Fee or any part thereof shall bear interest from its respective due date hereunder until the its actual payment, at the rate of 8% (eight percent) per annum.

6 TERM AND TERMINATION

6.1 This Agreement shall enter into effect on the Effective Date and shall remain in effect until the End Date, and thereafter shall be automatically renewed for an additional 1 (one) year term, unless either Party informed the other Party in writing otherwise by 6 months advance notice, prior to expiration (all unless terminated earlier in accordance with the terms of This Agreement).

6.2 Without derogating from and in addition to its right under this Agreement or applicable law to any other or additional remedy or relief, either Party (in this Section 6, the "Terminating Party") may terminate this Agreement at any time during the term of this Agreement in the event that the other Party: fails to perform any obligation, warranty, duty or responsibility or is in default with respect to any term or condition undertaken under this Agreement and such failure or default continues un-remedied for a period of thirty (30) days following written notice thereof.