

MASTER TERMS AND CONDITIONS FOR SAFE OIL SYAAS SERVICES

1. Definitions.

1.1 “**Agreement**” means an Order and the documents incorporated into the Order including without limitation this Master Agreement.

1.2 “**Claim(s)**” shall have the meaning set forth in Section 13.4.

1.3 “**Confidential Information**” shall have the meaning set forth in Section 12.1.

1.4 “**Cooking Oil**” means the Zero Trans Fat Clear Soy oil, unless otherwise stated on order sheet, provided to Customer for use with the System.

1.5 “**Customer Data**” means all information, content, records, files, and data of Customer collected by the Software and made available as Output for internal use by Customer. Customer Data includes inventory and SOP compliance monitoring and any other data gathered by the Software related to Customer’s use of the System or the SyAAS Service.

1.6 “**Customer**” means the customer of Safe Oil purchasing the SyAAS Services and identified in an applicable Order.

1.7 “**Disclosing Party**” shall have the meaning set forth in Section 12.2.

1.8 “**Emergency Maintenance**” shall have the meaning set forth in Section 6.4.

1.9 “**Error**” means an event where the Software does not perform substantially as described in Safe Oils published specifications and impacts the functionality of the System in a material respect.

1.10 “**EULA(s)**” shall have the meaning set forth in Section 9.6.

1.11 “**Feedback**” shall have the meaning set forth in Section 11.4.

1.12 “**Fees**” means all payments due to Safe Oil for the provision of the SyAAS Services, including without limitation, the right to use the Equipment, Cooking Oil price, Cooking Oil delivery and pick-up costs (less any used Cooking Oil credits), and any other services included in the SyAAS Services as set forth in an Order.

1.13 “**Equipment**” means all Equipment provided by Safe Oil (and as is set forth in an Order) for use with the System, which may include, but is not limited to, cooking tanks (fresh oil tanks and waste oil tanks), food grade hoses which connect the tanks to the fryer, pumps to move oil to and from the fryer and tanks, fill port(s) on the exterior of the building for Cooking Oil deliveries and waste collection, tablet(s) mounted to the fresh Cooking Oil tank, and sensors on Cooking Oil tanks that transmit information to the Software.

1.14 “**Key Employee(s)**” shall have the meaning set forth in Section 15.9.

1.15 “**Location(s)**” means the Customer site or sites that houses the Equipment and where Customer and its Users receive and use the SyAAS Services.

1.16 “**Master Agreement**” means these Master Terms and Conditions for Safe Oil SyAAS Services.

1.17 “**Order**” shall mean a written order executed by Safe Oil and Customer that references this Master Agreement and sets forth the necessary information relating to the SyAAS Services Customer has the right to receive and the Fees payable to Safe Oil.

1.18 “**Other User**” shall have the meaning set forth in Section 9.2.

1.19 “**Output**” shall mean all documents, information, records, and other output of the System.

1.20 “**Receiving Party**” shall have the meaning set forth in Section 12.2.

1.21 “**Safe Oil**” means Safe Oil Corporation (DBA as Safe Oil), a Delaware corporation.

1.22 “**Safe Oil Materials**” shall have the meaning set forth in Section 11.1.

1.23 “**Scheduled Maintenance**” shall have the meaning set forth in Section 6.4.

1.24 “**Software**” means any of Safe Oil’s software provided as part of the System (whether or not contained in the Equipment) to monitor inventory levels and SOP compliance, displays system troubleshooting videos and other training materials, and provide Outputs for Customer’s internal use.

1.25 “**Support Services**” means those support and maintenance services provided by Safe Oil to Customer under the Agreement, as set forth in Section 6.1 and as further described in an Order.

1.26 “**SyAAS Services**” means the System, Cooking Oil delivery and disposal services, Support Services, installation, maintenance and removal services and any related services provided by Safe Oil in each case as described in these Master Terms or as identified in an Order.

1.27 “**System**” means the Equipment, and any Software that allows Customer and its Users to make use of the SyAAS Services and receive Outputs.

1.28 “**Update**” means any improvement, enhancement, modification and/or changes to the System Safe Oil elects to provide to its customers without additional charge, including any customizations and other developments Safe Oil agrees to provide as set forth in any Order.

1.29 “**User**” means an employee of Customer that uses the System or its related Outputs.

2. SyAAS Services

2.1 **SyAAS License.** Subject to compliance with the Agreement, Safe Oil grants to Customer a nonexclusive, personal and nontransferable license, during the term of an Order, to allow its

Users to access and use the SyAAS Services on its behalf solely for Customer's internal use.

2.2 Restrictions. The Agreement does not grant Customer the right to incorporate, merge or interface the SyAAS Services into any products or services, and Safe Oil reserves all rights to any Safe Oil Materials contained therein. Customer may only use the SyAAS Services and any Outputs for its own internal business purposes, and Customer may only use the Software contained therein to process and manage its own Customer Data for analytics and inventory purposes. Customer will not, in whole or in part, (a) copy any aspect of the SyAAS Services (including the Software) or distribute copies of any aspect of the SyAAS Services (including the Software) to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SyAAS Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to any aspect of the SyAAS Services to third parties; or (d) permit access to the SyAAS Service to any third party.

2.3 Compliance with Laws. Customer agrees to use the SyAAS Services in compliance with all applicable laws, rules, and regulations.

3. System; Equipment. Subject to the terms and conditions of the Agreement, and Customer's compliance therewith and in connection with the SyAAS Services, Safe Oil hereby grants Customer and its Users the right to use the System, including but not limited to the Equipment, at the Location(s) set forth in an Order, as installed by Safe Oil during the term of the applicable Order, and solely for Customer to receive the SyAAS Services as described in the applicable Order. Customer has no right, title, or interest in the System. Customer authorizes Safe Oil to file a copy of the Agreement as a financing statement and authorizes Safe Oil to file UCC financing statements evidencing the interest of Safe Oil in the System. To the extent the System contains Software, the use of the System includes a non-exclusive, non-sublicensable, non-transferable license to use the Software solely for Customer's use of the System and receipt of the SyAAS Services, as set forth herein during the term of the Agreement. Customer may not copy, modify, or create derivative works of, display, distribute, reverse engineer, disassemble, decompile, or dismantle the Software or any component of the System, and Safe Oil reserves all rights in the Software not granted herein.

4. Cooking Oil Purchase. Customer shall purchase all of its Cooking Oil to be used at the Location(s) exclusively from Safe Oil, as set forth in Section 5 of this Master Agreement. Safe Oil shall deliver Cooking Oil to, and provide Cooking Oil removal services for all used oil from, the System. Safe Oil has title to and rights to all used oil generated at the Location(s) covered by the Agreement as soon as it is back in the System. The price of, and payment for, the Cooking Oil shall be as set forth in Section 8 of this Master Agreement. Customer agrees that it will only use the System to deliver and handle cooking Oil delivered by Safe Oil. If Customer breaches the foregoing sentence, including without limitation by introducing oil provided by a third party (i.e. not Safe Oil) to the System, without Safe Oil's prior written consent, Safe Oil may terminate the Agreement, effective on written notice to Customer, which notice shall terminate Safe Oil's obligations under the Agreement and entitle Safe Oil to exercise all rights and remedies under the Agreement and at law and equity, including without limitation the right promptly to take possession of

the System. Such termination shall not in any way affect Customer's obligations to return the System and all other Safe Oil Materials to Safe Oil as provided in Section 10.3 of this Master Agreement, or Customer's obligation to pay in full all amounts due to Safe Oil under the Agreement. Safe Oil reserves the right to change the Cooking Oil at any time upon notice to Customer.

5. Exclusivity. Safe Oil shall be the exclusive provider of the SyAAS Services to the Customer Location(s) set forth in an Order. Customer agrees that it will not, at any Locations, perform or solicit any services that are identical, or substantially similar, to the SyAAS Services provided by Safe Oil hereunder.

6. Support Services and Scheduled Maintenance.

6.1 Support Services. Subject to Customer's performance of its obligations set forth in the Agreement, Safe Oil will use commercially reasonable efforts to (1) fix bugs and Errors in the Software; (2) repair the Equipment or reperform deficient SyAAS Services; (3) provide replacement parts as reasonably required by normal wear and tear at Safe Oil's cost; (4) provide preventative maintenance on the Equipment and (4) provide other reasonable Support Services as mutually agreed in an Order. Safe Oil shall also provide Updates to the System.

6.2 System Administrator. Customer will provide Safe Oil a designated system administrator / support contact ("**System Administrator**") with all relevant contact information to correspond with Safe Oil regarding the System, and Safe Oil's provision of SyAAS Services.

6.3 Error Resolution. If a User identifies an Error, a System Administrator will report the Error to Safe Oil in accordance with Safe Oil's support procedures. System Administrator will provide all information reasonably requested by Safe Oil and will give Safe Oil assistance and co-operation to enable Safe Oil to properly perform its Support Services with respect to Errors.

6.4 Scheduled Maintenance. Safe Oil reserves the right to interrupt the provision of SyAAS Services to conduct routine maintenance checks ("**Scheduled Maintenance**") or emergency maintenance ("**Emergency Maintenance**"). Safe Oil will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours or otherwise as may be mutually agreed in an Order. Safe Oil will not be responsible for any damages or costs incurred by Customer, if any, for Scheduled Maintenance or Emergency Maintenance.

7. Additional Services. If requested by Customer and agreed upon by Safe Oil, Customer may purchase additional training services and/or consulting, interface development or other services at Safe Oil's then-current standard rates pursuant to a mutually agreed Order.

8. Fees and Payment.

8.1 Fees and Payment Terms. Fees for the SyAAS Services are as mutually agreed and set forth in an Order. Customer agrees to pay all invoices for Fees hereunder within ten (10) days of the date of an invoice from Safe Oil. Fees paid under the Agreement are non-refundable and non-cancellable (except in the event of termination for cause). Safe Oil may increase the Fees for the SyAAS Services, in Safe Oil's sole discretion, upon thirty (30) days' notice to

Customer. Notwithstanding the foregoing, Safe Oil may increase the Fees for the SyAAS Services in a reasonable amount effective on each anniversary of the Agreement (commencing on the first anniversary), provided that no such annual increase may be in a greater percentage than the percentage increase in the Consumer Price Index over the previous twelve (12) months. Customer's obligation to pay the Fees shall survive a termination of the Agreement, but only so long as Customer is receiving Updates after such termination.

8.2 Late Fees; Suspension of Services; Collection Costs.

If Customer fails to pay any charges when due, Safe Oil may charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of Safe Oil hereunder, if payment is past due, Safe Oil may, in its sole discretion, (1) elect to suspend the SyAAS Services and any other services under the Agreement, and Safe Oil's suspension of the SyAAS Services does not relieve Customer of any of its obligations under the Agreement; (2) demand adjustment to any payment terms and seek adequate additional assurances from Customer regarding payment; and/or (3) terminate the Agreement by written notice to Customer, unless Customer pays all amounts due, including all accrued interest, within ten (10) days of such notice. Customer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Safe Oil in connection with collecting any amounts due and payable by Customer under the Agreement.

8.3 Taxes. The fees do not include taxes. Customer will be responsible for and reimburse and hold Safe Oil harmless against the payment of all taxes associated with the Agreement (other than taxes based on Safe Oil's gross receipts or net income).

8.4 Reports; Right to Audit. Customer shall submit to Safe Oil all reports reasonably requested by Safe Oil necessary for Safe Oil to determine amounts due and owing to Safe Oil and to confirm Customer's compliance with the terms of the Agreement. Customer shall maintain complete and accurate written records describing: (a) any and all transactions, including the transactions specified in an Order, (b) all amounts due and payable hereunder, and (c) any other information which may be reasonably required by Safe Oil to determine whether Customer is complying with the terms of the Agreement. To ensure compliance with the terms of the Agreement, Safe Oil shall have the right to conduct an inspection and audit of the Location(s) of Customer and all the relevant books and records of Customer, and to obtain true and correct photocopies thereof, during regular business hours at Customer's Location(s) or offices and in such a manner as not to interfere unreasonably with Customer's normal business activities. If any such audit should disclose any underpayment of Fees, Customer shall promptly pay Safe Oil such underpaid amount, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month during which each such amount was owed and unpaid, or the highest rate allowed by law, whichever is lower. If the amount of such underpayment exceeds five percent (5%) of amounts otherwise paid, then Customer shall immediately reimburse Safe Oil for Safe Oil's reasonable expenses associated with such audit.

9. Customer Responsibilities.

9.1 Responsibility for Users. Customer will (a) remain responsible for all obligations under the Agreement arising in connection with any use of the SyAAS Services by any other person or entity authorized by, through or as a result of an act or omission of

Customer ("**Other User**"), including without limitation any User; (b) be liable for any act or omission by any Other User, which, if performed or omitted by Customer, would be a breach of the Agreement; and (c) any such act or omission of any Other User will be deemed to be a breach of the Agreement by Customer.

9.2 Computer System. Customer will: (a) cooperate and consult with Safe Oil in the set-up and activation of the SyAAS Services for Customer, (b) provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary for the functionality of the SyAAS Services. Customer is responsible for the security of its own computer systems and the security of its access to and connection with the SyAAS Services.

9.3 Customer Use of the System. Customer shall operate the System according to operating instructions provided by Safe Oil from time to time, and in accordance with all applicable laws, ordinances, and regulations. Customer shall keep the System clean and in sound operating condition for daily use. Customer shall notify Safe Oil immediately of any need for repair or replacement of the System or any component thereof. Customer shall not undertake its own repair or replacement of parts of the System. A separate service fee may be charged for calls because of unapproved repair, vandalism, accident, Customer misuse or improper operation of the System that causes a System failure, or oil, not provided by Safe Oil, that causes a System failure or any other liability. Customer shall bear the costs of operating the System including providing any electrical power runs and/or telecommunication lines required for the System to function or for access to the Output. Safe Oil shall not be liable or responsible for any loss or delay of Customer Data, Output, reports or any other information that pertains to Customer or the SyAAS Services if through no fault of Safe Oil.

9.4 No Interference with Service Operations. Customer will not take any action that: (a) interferes or attempts to interfere with the proper working of the System or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of any part of the SyAAS Services; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the System or features that prevent or restrict use, access to, or copying of any Customer Data or Outputs or enforce limitations on use of the SyAAS Services; or (c) imposes or may impose, in Safe Oil's sole discretion, an unreasonable or disproportionately large load on the System infrastructure.

9.5 Equipment as a Service.

(a) All Equipment made available as a part of the SyAAS System shall at all times remain the property of Safe Oil and Customer shall not have any right, title or interest in or to the Equipment other than the right to possession and use of the Equipment in accordance with the Agreement.

(b) Customer shall, during the term of the Agreement and until redelivered to Company:

(i) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet any requirements set out in the Order, use only for the purposes for

which it is designed, and operate it in a proper manner by trained competent Users in accordance with any operating instructions;

(ii) keep the Equipment in as good and operating condition as it was on the date of its delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

(iii) make no alteration to the Equipment and not remove any existing component(s) from the Equipment without the prior written consent of Safe Oil;

(iv) at all times keep the Equipment in its possession or control at the Location(s) specified in the Order or such other Locations as may be agreed with Safe Oil in writing;

(v) permit Safe Oil or its duly authorized representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the premises at which the Equipment is located, and shall grant reasonable access and facilities for such inspection;

(vi) not, without the prior written consent of Safe Oil, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet, or lend the Equipment or allow the creation of any mortgage, charge, lien, or other security interest in respect of it;

(vii) give immediate written notice to Safe Oil in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment; and

(viii) deliver up the Equipment at the end of the term of the Agreement at such address as Safe Oil requires, or if necessary, allow Safe Oil or its representatives access to the premises where the Equipment is located for the purpose of removing the Equipment.

(c) Customer acknowledges that Safe Oil shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by Customer or any of its Users, officers, agents, or contractors;

(d) The risk of loss, theft, damage, or destruction of the Equipment shall pass to the Customer on delivery by Safe Oil to Customer. The Equipment shall remain at the sole risk of the Customer during the term of the Agreement and until such time as the Equipment is redelivered to or retrieved by Safe Oil.

(e) During the term of the Agreement and until redelivered to Safe Oil, Customer shall, at its own expense, obtain and maintain the following insurances:

(i) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Safe Oil may from time to time nominate in writing;

(ii) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount

as Safe Oil may from time to time reasonably require, to cover any third-party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(iii) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Safe Oil may from time to time consider reasonably necessary and advice to Customer.

Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Safe Oil and proof of premium payment to Safe Oil to confirm the insurance arrangements. If Customer fails to effect or maintain any of the insurances required under these conditions, Safe Oil shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from Customer.

(f) Customer permits Safe Oil to:

(i) charge Customer for repairs to, or replacement of, any Equipment that is lost, damaged, or destroyed until it has been returned to Safe Oil; and

(ii) at any time swap the Equipment for alternative equipment offering in Safe Oil's reasonable judgment the same functionality.

9.6 EULAs. Portions of the SyAAS Services may require Customer to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in the Agreement. Customer agrees to be bound by the terms of such EULAs and shall look only to the applicable third-party provider for the enforcement of the terms of such EULAs. Customer will defend, indemnify, and hold Safe Oil harmless from any claims and damages resulting from any breach of a EULA by Customer or any of its Users, directors, officers, or agents.

9.7 Data Backup. Unless otherwise stated in an Order, Customer understands and agrees that Safe Oil shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Customer is strongly advised to maintain a local and offsite backup of data, and to periodically verify the integrity and availability of all backed up data.

9.8 Bring Your Own Device (BYOD). As applicable, Customer hereby represents and warrants that Safe Oil is authorized to provide the SyAAS Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Customer's systems related to the SyAAS Services, and (ii) have been designated by Customer to receive Outputs from the SyAAS Services, regardless of whether such device(s) are owned, leased or otherwise controlled by Customer. Unless otherwise stated in an Order, devices will not receive or benefit from the SyAAS Services while the devices are detached from or unconnected to such systems.

9.9 Disposal of Equipment. Customer agrees that any Customer assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by Safe Oil unless Customer provides a written request to keep the asset at the time of removal.

10. Term and Termination.

10.1 Term. The term of the Agreement shall continue from the Effective Date of the Order until the earlier of (a) expiration of the term of the Order or (b) termination of the Agreement as provided in the Agreement. The Agreement will automatically renew for an additional one (1) year terms unless either Customer or Safe Oil gives at least thirty (30) days written notice prior to the end of the current term.

10.2 Termination.

(a) Each party will have the right to terminate the Agreement upon thirty (30) days prior written notice if the other party is in material breach of the Agreement and the breaching party fails to remedy such breach within such notice period. Notwithstanding the foregoing, Safe Oil may terminate the Agreement upon written notice to Customer if Customer violates the scope or any restriction on its license or use rights under the Agreement or its obligations hereunder with respect to Confidential Information. Early termination of the Agreement by Customer shall result in a de-install fee as noted in Section 10.3(b) of this Master Agreement.

(b) If at any time Customer fails to pay to Safe Oil the amounts required under the Agreement as and when such sums are due, Safe Oil may in such event suspend performance and/or terminate the Agreement, in accordance with Section 8.2 of this Master Agreement.

10.3 Effect of Termination.

(a) Upon termination for any reason, all rights and licenses granted hereunder will automatically terminate, and Safe Oil may immediately disable and discontinue provision of the SyAAS Services to Customer without additional notice to Customer. Customer shall provide Safe Oil with access, during normal business hours, to Customer's premises (or any other Location(s) at which the System is located) to enable Safe Oil to remove the System and all other Safe Oil Materials (as defined herein) from the premises. If Customer fails to grant Safe Oil access as described herein, or if any of the Safe Oil Materials are broken or damaged (normal wear and tear excepted) or any of the Software is missing, Safe Oil shall have the right to invoice Customer for, and Customer hereby agrees to pay immediately, the full replacement value of any and all Safe Oil Materials located at Customer's premises. In addition, all Fees and payment obligations of Customer will become immediately due and payable.

(b) If the Agreement terminates for any reason other than Customer terminating the Agreement for Safe Oil's breach in accordance with Section 10.2(a) prior to the end of the then current term, Customer agrees to pay Safe Oil the following de-install fee, unless otherwise agreed in an Order, to remove the applicable Safe Oil Materials:

De-install Date	De-install Fee
Less than 1 year from installation	\$3,000
Between 1 and 2 years from installation	\$2,500
Between 2 and 3 years from installation	\$1,750
Between 3 and 4 years from installation	\$1,000
Between 4 and 5 years from installation	\$500
After 5 years of installation	\$0

(c) All rights to payment and the provisions of Sections 8, 9.1, 10.3 and 11-15 of this Master Agreement (together with any other provisions of this Master Agreement that by their sense and context are intended to survive termination) will survive any expiration or termination of the Agreement.

11. Proprietary Rights; Ownership.

11.1 SyAAS Services. The Agreement is not intended to, and shall not, convey any license, by implication, estoppel or otherwise, under any patent, copyright or other intellectual property rights of Safe Oil not expressly granted. Safe Oil is and will remain the exclusive owner of all right, title and interest in and to the SyAAS Services (including without limitation the System) and Equipment), Updates, Safe Oil's Confidential Information, and all other specifications, manuals, programs, documentation, reports, systems, work product and/or other tangible or intangible material of any nature used, developed, provided or accessible to Customer in connection with the Agreement, including all intellectual property rights therein (the "**Safe Oil Materials**"), regardless of whether the Safe Oil Materials becomes affixed or attached to real property or any improvement. Customer hereby acknowledges and agrees that the Safe Oil Materials, including without limitation, its Confidential Information, constitute and contain valuable proprietary products and trade secrets of Safe Oil, embodying substantial creative efforts and Confidential Information, ideas, and expressions. Customer agrees that it shall not, in any way, compromise Safe Oil's personal or intellectual property rights, and Customer shall take all reasonable actions required to safeguard such rights. Without limiting the foregoing, Customer agrees that it shall not, without Safe Oil's prior written consent, (i) alter, move, disassemble, or repair the System or any part of the SyAAS Services or remove any labels or notices on them, (ii) sell, pledge, mortgage, or otherwise encumber the System or any part thereof, (iii) attach or affix the Systems to a Location(s) or any other goods therein in such a manner as to become part of such Location(s) or such other goods, or (iv) reverse engineer any Software incorporated into the System.

11.2 Aggregated Information. Customer acknowledges and agrees that all general, anonymized or otherwise aggregated information based on Customer Data or Output from Customer's, or its Users' use of the System or data based on Customer's or its Users' overall use of the SyAAS Services are and will remain the property of Safe Oil.

11.3 Data and Output. Customer grants to Safe Oil a non-exclusive license to use, reproduce, commercialize (in an anonymized, aggregated and deidentified manner), modify, display, and distribute Customer Data and Output for the purposes of performing its obligations under the Agreement and any other purpose as determined in Safe Oil's sole discretion. Subject to the foregoing, Customer is and will remain the owner of all right, title,

and interest in and to all Customer Data, Output and Customer Confidential Information.

11.4 Feedback. To the extent that Safe Oil receives from Customer or any of its Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SyAAS Services or any other products or services ("**Feedback**"), Safe Oil may use, disclose, and exploit such Feedback without restriction, including to improve the SyAAS Services and to develop, market, offer, sell, and provide other products and services.

12. Confidential Information.

12.1 Definition. "**Confidential Information**" means information of or relating to Customer or Safe Oil or their respective affiliates, subsidiaries, vendors, suppliers, service providers or licensors, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs (including without limitation, policies, procedures, plans, methods of operation, specifications, manuals, programs, documentation, guidelines, procedures, forms, and report formats), systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein.

12.2 Obligations. The parties acknowledge that the SyAAS Services require disclosure by each party ("**Disclosing Party**") to the other party ("**Receiving Party**") of certain of the Disclosing Party's Confidential Information. With respect to Confidential Information of the Disclosing Party that is disclosed to the Receiving Party, the Receiving Party shall, subject to the exceptions stated herein: (a) maintain and protect the confidentiality of the information with the same care and measures to avoid unauthorized disclosure or access as the Receiving Party uses with its own Confidential Information, but in no event less than a reasonable standard of care; (b) use the information solely to carry out the purposes for which the information was disclosed; and limit access to the information to: (i) employees of the Receiving Party, or of its subsidiaries or affiliates, who have a need to know to facilitate, monitor or review the delivery, receipt or performance of the SyAAS Services; (ii) employees of the Receiving Party's suppliers or licensors who have a need to know the information solely for the purpose of facilitating the performance, delivery or use of the SyAAS Services; and (iii) the Receiving Party's external attorneys and auditors. Any of the foregoing individuals to whom the Receiving Party discloses information must be under a legally binding obligation to maintain the confidentiality of the information. The Receiving Party shall remain responsible to the Disclosing Party for acts or omissions of such individuals that if committed by the Receiving Party would constitute a violation of the Receiving Party's confidentiality obligations hereunder. Customer shall not disclose the terms and conditions of the Agreement, including without limitation, pricing, to any third party without Safe Oil's prior written consent.

12.3 Exceptions. The Receiving Party shall not be in violation of the Agreement for: disclosing Confidential Information of the Disclosing Party that (i) is or becomes publicly available other than as a result of a breach of the Agreement, (ii) is disclosed to the Receiving Party by a third party not subject to any obligation of

confidentiality, (iii) was already known by the Receiving Party prior to the date of the Agreement (unless disclosed in connection with negotiations and discussions related to the Agreement or associated transactions), or (iv) was independently developed by the Receiving Party without reference to Confidential Information received from the Disclosing Party; or (b) disclosing Confidential Information of the Disclosing Party when required to do so by (i) the Receiving Party's federal or state regulatory agencies, or (ii) a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure.

12.4 No License; Return of Information. Nothing in this Section shall be construed as a grant or assignment of any right or license in the Disclosing Party's Confidential Information. The Disclosing Party's Confidential Information shall at all times remain the property of the Disclosing Party. At any time the Disclosing Party reasonably requests, and in any event upon the termination or expiration of the Agreement, the Receiving Party shall, at the election of the Disclosing Party, promptly return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, or certify in writing to the Disclosing Party that the Confidential Information has been destroyed, subject to any provisions in the Agreement regarding return of Customer's Data or as otherwise agreed between the parties for the transfer of Customer's Data to a third party.

12.5 Remedies and Responsibilities. The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation, or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both parties.

13. Limitations; Disclaimer.

13.1 Customer Warranty. Customer represents, warrants, and covenants that its execution and performance of the Agreement and the operation of the System, use of the SyAAS Services, and use of the Cooking Oil will not violate any applicable laws, statute, rule or regulation or any judicial order, injunction, determination or awards of any court, government agency or arbitrator.

13.2 Safe Oil Limited Warranty. Safe Oil warrants to Customer that Safe Oil shall deliver the System to each Location, and, at the time of delivery, the System shall conform to the applicable specifications as set forth in an Order. Safe Oil warrants that it shall perform the installation services, and Support Services, as applicable, for the System in a professional and workmanlike manner. Safe Oil's exclusive liability and Customer's sole remedy for any breach of any of the foregoing warranties shall be for Safe Oil to (1) replace the applicable Equipment or portion of the System or (2) re-perform the applicable SyAAS Services at Safe Oil's expense.

13.3 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 13.2, SAFE OIL MAKES NO WARRANTIES RELATED TO THE SYAAS SERVICES (INCLUDING WITHOUT LIMITATION THE SYSTEM) PROVIDED BY SAFE OIL HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, WORKMANSHIP, ADEQUACY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE SYSTEM OR ANY PART THEREOF AND NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SAFE OIL SHALL NOT BE LIABLE FOR ANY LOSS, INTERRUPTIONS, OR DELAYS IN PERFORMANCE ARISING FROM AN EVENT OF FORCE MAJEURE, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OR FAILURE OF TELECOMMUNICATION OR INTERNET TRANSMISSION OF CUSTOMER DATA, AS APPLICABLE, AND EQUIPMENT FAILURES, SOFTWARE VIRUSES, POWER FAILURE, AND ANY OTHER EVENTS OUTSIDE SAFE OIL'S REASONABLE CONTROL. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SYAAS SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE OUTPUTS OBTAINED FROM THE SYAAS SERVICES. SAFE OIL DOES NOT WARRANT THAT THE SYAAS SERVICES MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

13.4 Limitations of Liability. IN NO EVENT WILL SAFE OIL (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THE AGREEMENT OR IN CONNECTION WITH ANY SYAAS SERVICES (INCLUDING WITHOUT LIMITATION THE SYSTEM) PROVIDED BY SAFE OIL HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SYAAS SERVICES, CUSTOMER DATA OR ANY OUTPUT, EVEN IF SAFE OIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF SAFE OIL (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THE AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THE AGREEMENT AND/OR THE SYAAS SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (A) CUSTOMER'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CUSTOMER TO SAFE OIL, UNDER AN ORDER, IN THE MOST RECENT SIX (6) MONTH PERIOD. NOTWITHSTANDING THE FOREGOING, SAFE OIL'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY SAFE OIL IN THE PERFORMANCE OF ANY SYAAS SERVICES UNDER THE AGREEMENT SHALL BE LIMITED TO REPAIRING OR REPLACING THE EQUIPMENT OR REPERFORMING THE SYAAS SERVICES SUCH THAT THEY SUBSTANTIALLY CONFORM TO THE AGREED SPECIFICATIONS IN AN ORDER. SAFE OIL (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO

LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM CUSTOMER'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY CUSTOMER; OR (B) BY THIRD PARTIES, EVEN IF SAFE OIL WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. CUSTOMER ACKNOWLEDGES THAT SAFE OIL HAS SET ITS FEES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THE AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13.5 Warranty and Support Exclusions; Limitations. SAFE OIL WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO, AND CUSTOMER IS SOLELY RESPONSIBLE FOR, AT ITS SOLE COST AND EXPENSE, ANY LOSSES, DAMAGE, OR OTHER LIABILITY CAUSED AS A RESULT OF: (I) UNAUTHORIZED OR IMPROPER USE OF THE SYSTEM; (II) MODIFICATION, ALTERATION OR CONFIGURATION OF ANY OF THE SYSTEM BY OR FOR CUSTOMER THAT HAS NOT BEEN AUTHORIZED IN WRITING BY SAFE OIL; (III) HARDWARE, SOFTWARE, TECHNOLOGY OR INTELLECTUAL PROPERTY WHICH HAS NOT BEEN PROVIDED BY SAFE OIL PURSUANT TO THE AGREEMENT; (IV) ANY BREACH OF THE AGREEMENT BY, OR NEGLIGENT ACT OR OMISSION OF CUSTOMER OR ANY USER, CONTRACTOR, AGENT OR INVITEE; (V) ANY ACT OR OMISSION OF CUSTOMER OR ANY USER THAT PREVENTS, DELAYS, DISTURBS OR INTERFERES WITH SAFE OIL'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND/OR (VI) THEFT OR FORCE MAJEURE OR FIRE ORIGINATING FROM A SOURCE OTHER THAN THE SYSTEM.

14. Indemnification.

14.1 Indemnification of Customer by Safe Oil. Subject to the limitations of liability in Section 13 of this Master Agreement, Safe Oil shall indemnify and hold harmless Customer, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest from, defend Customer against, pay any final judgments awarded against Customer, and pay Customer's reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party based on Safe Oil's alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights of such third party under the laws of the United States arising out of Customer's use of the System, unless and except to the extent that such infringement is caused by (i) modification of the System by anyone other than Safe Oil, (ii) Safe Oil's compliance with Customer's unique specification or instructions, (iii) Safe Oil's use of trademarks, Customer Data, or other materials supplied by Customer, (iv) use of the System in connection or in combination with equipment, devices, or software not provided by Safe Oil (but only to the extent that the System alone would not have infringed); (v) the use of any software, hardware, or system other than as permitted under the Agreement or in a manner for which it was not intended; or (vi) use of other than the most current release or version of any Software, as applicable (if such claim would have been prevented by the use of such release or version).

If the System becomes the subject of an infringement claim under this Section 14.1, or in the Safe Oil's opinion is likely to become the subject of such a claim, then Safe Oil may, at its option and in its sole discretion, (A) replace or modify the Software, Equipment, or other portion of the System to make it non-infringing or (B) procure the right for Customer to

continue using the infringing component. If neither alternative is available on commercially reasonable terms, in Safe Oil's sole discretion, Safe Oil shall have the right to terminate the Agreement and Customer shall cease the use of the System. The foregoing obligations will be Customer's sole and exclusive remedy for any claims of infringement.

14.2 Indemnification of Safe Oil by Customer. Customer shall indemnify and hold harmless Safe Oil, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest from, defend Safe Oil against, pay any final judgments awarded against Safe Oil, and pay all of Customer's reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages based on (i) Customer's improper or misuse of the SyAAS Services, Cooking Oil, Software, Equipment and any other component of the SyAAS Services (including without limitation, in violation of applicable laws, rules or regulations or the Agreement); (ii) Safe Oil's compliance with Customer's instructions; (iii) Safe Oil's use of trademarks, data or other materials supplied by Customer, (iv) any breach or alleged breach by Customer of the Agreement, or (v) the conduct of any business in connection with use of the SyAAS Services.

14.3 Indemnification Procedures. If any third party makes a claim covered by Section 14.1 or Section 14.2 against an indemnitee with respect to which such indemnitee intends to seek indemnification under this Section, such indemnitee shall give notice of such claim to the indemnifying party, including a brief description of the amount and basis therefor, if known. Upon giving such notice, the indemnifying party shall be obligated to defend such indemnitee against such claim and shall be entitled to assume control of the defense of the claim with counsel chosen by the indemnifying party, reasonably satisfactory to the indemnitee. The indemnitee shall cooperate fully with and assist the indemnifying party in its defense against such claim in all reasonable respects. The indemnifying party shall keep the indemnitee fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the indemnitee shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the indemnitee. Neither the indemnifying party nor any indemnitee shall be liable for any settlement of action or claim effected without its consent. Notwithstanding the foregoing, the indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense that it believes is not the subject of the indemnification provided for in this Section. Until both (a) the indemnitee receives notice from indemnifying party that it will defend, and (b) the indemnifying party assumes such defense, the indemnitee may, at any time after ten (10) days from the date notice of claim is given to the indemnifying party by the indemnitee, resist or otherwise defend the claim or, after consultation with and consent of the indemnifying party, settle or otherwise compromise or pay the claim. The indemnitee shall keep the indemnifying party fully apprised at all times as to the status of the defense.

15. General.

15.1 Assignment, Successors. No right or license under the Agreement may be assigned or transferred by Customer, nor may any duty be delegated by Customer without Safe Oil's prior written consent. Any assignment, transfer, or delegation in contradiction of this provision will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the successors and assigns of Customer and Safe Oil.

15.2 Subcontracting. Safe Oil may freely subcontract its duties and obligations under the Agreement. In the event that Safe Oil subcontracts any of its duties and obligations, Safe Oil agrees that any such permitted subcontracting shall not release Safe Oil from any of its obligations under the Agreement.

15.3 Force Majeure. Notwithstanding any other provision of the Agreement, no party to the Agreement shall be deemed in default or breach of the Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents, or contractors. Without limiting the foregoing, the following shall constitute events of force majeure: acts of State or governmental action, riots, war, terrorism, strikes, lockouts, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, any other acts of God or any third party, the failure of telecommunications equipment or other hardware, any third-party software, or any third-party services.

15.4 Governing Law. The Agreement shall be governed by the laws of the State of South Carolina, excluding its principles of conflicts of laws.

15.5 Exclusive Forums. All disputes arising under the Agreement shall be brought solely in either the Court of Common Pleas, Richland County, South Carolina or the Federal District Court, District of South Carolina, as permitted by law. The Court of Common Pleas, Richland County, South Carolina and the Federal District Court, District of South Carolina shall each have jurisdiction over disputes under the Agreement. Customer consents to the personal jurisdiction of the above courts.

15.6 Notice. All notices required or permitted under the Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Safe Oil is 1110 1st Street South, Unit A, Columbia, SC 29209; and the notice address for Customer is the address specified on the Order Signature Page. Any notice sent in the manner set forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

15.7 Independent Contractor. Safe Oil is acting as an independent contractor in its capacity under the Agreement. Nothing contained in the Agreement or in the relationship of the Customer and Safe Oil shall be deemed to constitute a partnership, joint venture, or any other relationship between the Customer and Safe Oil except as is limited by the terms of the Agreement.

15.8 Use of Name. Safe Oil may use in advertising, publicity, or otherwise the fact that Customer is a customer of Safe Oil.

15.9 Non-solicitation of Key Employees. Except as otherwise agreed in writing by the parties, during the term of the Agreement and for a period of one (1) year immediately following its termination, each party agrees not to employ or solicit for employment a Key Employee of the other party while such employee is employed by the other party or within six (6) months following

termination of employment with the other party without the prior written approval of the other party. The term “**Key Employee**” means any employee engaged in receiving or providing SyAAS Services under the Agreement. This Section shall not be construed to prevent general advertisement of employment opportunities.

15.10 Miscellaneous. This Master Agreement, together with the Order, and any exhibits hereto, constitutes the entire agreement between Safe Oil and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. The Agreement, including any exhibits, may be amended only by an instrument in writing executed by the parties or their permitted assignees. No provision of the Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Master Agreement are for reference purposes only

and shall not be deemed to have any substantive effect. If any provision of this Master Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Master Agreement will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of the Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of the Agreement. The Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of the Agreement. Counterpart signature pages to the Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.