

COOLERCOUNT™ END USER LICENSE AGREEMENT

AsterFive™ LLC | Effective Date: May 4, 2026

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY INSTALLING, ACCESSING, ACTIVATING, REGISTERING FOR, OR USING COOLERCOUNT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE. THIS AGREEMENT IS INTENDED FOR BUSINESS USE BY RESTAURANTS AND FOOD SERVICE OPERATORS.

1. Parties and Product

This End User License Agreement (the “Agreement”) is between AsterFive™ LLC, a New Jersey limited liability company (“AsterFive,” “we,” “us,” or “Licensor”), and the person or business entity installing, accessing, activating, or using the CoolerCount™ software (“Customer,” “you,” or “User”).

“CoolerCount” means the CoolerCount™ software product, related modules, documentation, updates, downloads, license activation tools, trial versions, and related services made available by AsterFive, including inventory management, vendor management, restock ordering, receiving, inventory import and export tools, menu management, menu item and recipe tools, ingredient lists, PDF menu creation tools, menu item photo tools, and AI-assisted nutrition and food safety information features.

2. License Grant

Subject to your compliance with this Agreement and payment of all applicable license fees after any trial period, AsterFive grants you a limited, non-exclusive, non-transferable, revocable license to install and use CoolerCount on compatible Windows or Mac computers for your internal business operations only.

This Agreement does not sell or transfer ownership of CoolerCount to you. CoolerCount is licensed, not sold. AsterFive and its licensors retain all rights, title, and interest in and to CoolerCount, including all intellectual property rights.

3. Trial Period

AsterFive may provide a free trial period, currently intended to be thirty (30) days, unless otherwise stated in writing. At the end of the trial period, CoolerCount may stop functioning, limit functionality, or require activation with a paid license.

Trial versions are provided for evaluation only. AsterFive may modify, limit, suspend, or discontinue trial availability at any time. You are responsible for exporting or preserving any information you wish to retain before the trial expires.

4. License Terms, Fees, Renewal, and Taxes

Paid licenses may be offered on a quarterly or annual basis, or on other terms AsterFive may make available. License fees, renewal terms, payment methods, and cancellation policies will be stated at the time of purchase, invoice, quote, order form, or checkout.

Unless otherwise stated in writing, all fees are non-refundable once a license term begins, except where a refund is required by applicable law or expressly offered by AsterFive.

If any license renews automatically, AsterFive will disclose the renewal terms, recurring charges, and cancellation method before charging you. You are responsible for cancelling before renewal if you do not wish to continue. AsterFive may suspend or terminate access for non-payment.

5. Permitted Use and Restrictions

You may use CoolerCount only for lawful internal restaurant, food service, inventory, purchasing, receiving, recipe, and menu management purposes.

You may not: (a) copy, modify, reverse engineer, decompile, disassemble, or attempt to derive source code from CoolerCount, except to the extent such restriction is prohibited by law; (b) rent, lease, sublicense, resell, distribute, host, or provide CoolerCount as a service bureau or managed service for third parties without AsterFive's written permission; (c) bypass, tamper with, or disable license activation, trial restrictions, security, or usage limitations; (d) use CoolerCount to violate any law, regulation, third-party right, or contract; or (e) use CoolerCount in a manner that could damage, disable, overload, or impair AsterFive systems or third-party services.

6. Customer Data and Backups

"Customer Data" means data, records, files, vendor information, ingredient information, recipes, menu items, photos, order records, receiving records, pricing, inventory counts, and other information entered into, stored by, imported into, exported from, or processed through CoolerCount by you or on your behalf.

You own your Customer Data. AsterFive does not claim ownership of Customer Data solely because it is entered into or processed by CoolerCount.

You are solely responsible for the accuracy, legality, completeness, backup, retention, export, and protection of Customer Data. CoolerCount is not a substitute for your own backup, disaster recovery, accounting, compliance, food safety, or recordkeeping practices.

To the maximum extent permitted by law, AsterFive is not responsible for lost, corrupted, inaccurate, incomplete, unrecoverable, or unavailable Customer Data, or for any perceived, claimed, or actual value of Customer Data.

7. AI-Assisted Nutrition, Ingredient, Allergen, and Food Safety Information

CoolerCount may use artificial intelligence, third-party APIs, databases, models, or automated processing to estimate or suggest nutrition information, ingredient attributes, allergen indicators, dietary attributes, and food safety information, including calories, protein, sodium/salt, carbohydrates, fiber, fat, sugars, nuts, gluten-free status, lactose-free status, and similar information.

AI-assisted outputs are estimates and informational suggestions only. They may be incomplete, inaccurate, outdated, inconsistent, or inappropriate for a particular menu item, ingredient, recipe, portion size, preparation method, supplier, formulation, jurisdiction, or customer need.

You are solely responsible for reviewing, verifying, correcting, approving, and legally substantiating all nutrition, allergen, ingredient, dietary, menu, recipe, food safety, labeling, advertising, and customer-facing information before using it, printing it, publishing it, relying on it, or providing it to customers, regulators, employees, vendors, or any third party.

CoolerCount does not provide medical, dietary, legal, regulatory, food safety, allergen, labeling, or nutrition advice. You should consult qualified professionals where appropriate, including nutrition, food safety, regulatory, legal, or medical professionals.

AsterFive is not responsible for allergic reactions, dietary conflicts, foodborne illness, menu labeling errors, customer claims, regulatory violations, recalls, fines, penalties, lost sales, reputational harm, or other losses arising from your use, publication, reliance on, or failure to verify AI-assisted or software-generated information.

8. Inventory, Vendor, Ordering, and Receiving Features

CoolerCount may assist with inventory counts, vendor records, restock orders, receiving, pricing, and purchasing workflows. These tools are administrative aids only.

You are solely responsible for verifying quantities, units of measure, pack sizes, prices, taxes, surcharges, vendor terms, order details, receiving accuracy, product suitability, freshness, substitutions, storage, and compliance with applicable laws and business requirements.

AsterFive is not responsible for over-ordering, under-ordering, missed orders, vendor errors, delivery issues, spoilage, product shortages, product substitutions, price changes, incorrect receiving, accounting errors, purchasing decisions, or any consequences of relying on CoolerCount for operational decisions.

9. Menu Creation, Recipes, Photos, and PDF Menus

CoolerCount may allow you to create recipes, menus, menu items, descriptions, photos, and printable PDF menus. You are solely responsible for the content, accuracy, intellectual property rights, permissions, pricing, disclosures, menu claims, nutrition/allergen statements, and legal compliance of all menus and related materials.

You represent that you have all rights necessary to upload, use, reproduce, print, and distribute any photos, logos, menu descriptions, recipes, names, trademarks, or other content you provide or create using CoolerCount.

10. Third-Party Services, APIs, and Internet Connectivity

Certain CoolerCount features may depend on internet access, third-party services, AI providers, APIs, data sources, operating system components, payment processors, hosting providers, or other services not controlled by AsterFive. These services may change, become unavailable, impose limits, produce inaccurate results, or require separate terms.

AsterFive is not responsible for third-party services, third-party data, API outputs, service outages, rate limits, model behavior, connectivity failures, operating system changes, hardware failures, or changes made by third-party vendors.

11. Updates and Changes

AsterFive may provide updates, fixes, enhancements, or modified versions of CoolerCount. Some updates may be required for continued operation, security, license verification, or compatibility. AsterFive may modify, add, limit, or discontinue features at any time.

You are responsible for maintaining compatible hardware, operating systems, internet access, security software, and other systems needed to use CoolerCount.

12. Privacy and Data Processing

AsterFive may collect and process limited information necessary to provide, activate, license, support, improve, secure, and maintain CoolerCount, including contact information, license information, device or installation identifiers, usage information, support information, and information submitted to support or AI-enabled features.

To the extent AsterFive receives Customer Data, AsterFive will use commercially reasonable efforts to protect it and will use it only as reasonably necessary to provide, support, maintain, improve, secure, or troubleshoot CoolerCount; comply with law; enforce this Agreement; or as otherwise permitted by a separate privacy policy or written agreement.

Do not submit sensitive personal information, payment card data, protected health information, or other regulated data into CoolerCount unless AsterFive has expressly agreed in writing that CoolerCount is designed and authorized for that data.

13. Confidentiality

CoolerCount, its design, workflows, code, non-public features, documentation, pricing proposals, license keys, activation methods, and related materials are confidential and proprietary to AsterFive. You agree

not to disclose or misuse AsterFive confidential information except as necessary to use CoolerCount as permitted by this Agreement.

14. Feedback

If you provide suggestions, ideas, feature requests, bug reports, or other feedback, you grant AsterFive a perpetual, irrevocable, worldwide, royalty-free license to use, modify, incorporate, commercialize, and otherwise exploit that feedback without compensation or obligation to you.

15. Limited Warranty Disclaimer

COOLERCOUNT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTERFIVE DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, COMPATIBILITY, AND ERROR-FREE OR UNINTERRUPTED OPERATION.

ASTERFIVE DOES NOT WARRANT THAT COOLERCOUNT WILL MEET YOUR REQUIREMENTS, PRODUCE ACCURATE RESULTS, PREVENT LOSSES, IMPROVE PROFITS, ENSURE COMPLIANCE, IDENTIFY ALL ALLERGENS OR DIETARY ISSUES, GENERATE ACCURATE NUTRITION INFORMATION, OR OPERATE WITHOUT INTERRUPTION, ERROR, DATA LOSS, OR SECURITY INCIDENT.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTERFIVE LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST GOODWILL, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, LOSS OF USE, COST OF SUBSTITUTE PRODUCTS OR SERVICES, FOOD COST LOSSES, SPOILAGE, VENDOR CLAIMS, CUSTOMER CLAIMS, REGULATORY CLAIMS, REPUTATIONAL HARM, OR OPERATIONAL LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTERFIVE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO COOLERCOUNT, THIS AGREEMENT, CUSTOMER DATA, AI-ASSISTED OUTPUTS, ORDERS, RECEIVING, INVENTORY, MENUS, RECIPES, NUTRITION INFORMATION, ALLERGEN INFORMATION, FOOD SAFETY INFORMATION, OR ANY RELATED SERVICES WILL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU TO ASTERFIVE FOR COOLERCOUNT FOR THE THEN-CURRENT LICENSE TERM GIVING RISE TO THE CLAIM. IF YOU USED ONLY A FREE TRIAL, ASTERFIVE'S TOTAL LIABILITY WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

The limitations in this Section apply to the fullest extent permitted by law and are fundamental elements of the bargain between you and AsterFive. Nothing in this Agreement limits liability that cannot legally be limited.

17. Indemnification

You agree to defend, indemnify, and hold harmless AsterFive LLC, its members, managers, officers, employees, contractors, agents, affiliates, suppliers, licensors, and service providers from and against any claims, losses, damages, liabilities, costs, expenses, fines, penalties, and attorneys' fees arising out of or relating to: (a) your use or misuse of CoolerCount; (b) Customer Data; (c) your menus, recipes, photos, nutrition information, allergen information, ingredient information, dietary claims, food safety information,

orders, receiving, purchasing, or inventory decisions; (d) your violation of this Agreement or applicable law; (e) your infringement or alleged infringement of third-party rights; or (f) claims by your customers, employees, vendors, regulators, or other third parties.

18. Termination

This Agreement begins when you install, access, activate, register for, or use CoolerCount and continues until terminated. You may terminate this Agreement by ceasing all use of CoolerCount and uninstalling it from your systems.

AsterFive may suspend or terminate your license if you breach this Agreement, fail to pay amounts due, misuse the software, violate law, or create risk to AsterFive, other users, third-party services, or the public.

Upon termination or expiration, you must stop using CoolerCount and may lose access to certain features. Sections intended by their nature to survive will survive, including ownership, restrictions, confidentiality, disclaimers, limitation of liability, indemnification, governing law, and general provisions.

19. Export and Legal Compliance

You agree to comply with all applicable laws and regulations in connection with your use of CoolerCount, including laws relating to food safety, menu labeling, consumer protection, advertising, privacy, data protection, intellectual property, taxes, trade, and export control.

20. Governing Law and Venue

This Agreement is governed by the laws of the State of New Jersey, without regard to conflict of law principles, except where federal law applies or where applicable law requires otherwise.

To the extent permitted by law, any dispute arising out of or relating to this Agreement or CoolerCount will be brought in the state or federal courts located in New Jersey, and the parties consent to personal jurisdiction and venue in those courts.

21. Notices

AsterFive may provide notices by email, in-product notice, posting on its website, invoice, account portal, or other reasonable means. You may contact AsterFive at: AsterFive LLC, 75-816-D Hiona St, Holualoa, HI 96725, info@asterfive.com.

22. General Terms

You may not assign this Agreement without AsterFive's prior written consent. AsterFive may assign this Agreement in connection with a merger, acquisition, reorganization, sale of assets, or by operation of law.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect, and the invalid provision will be interpreted to the maximum extent permitted by law to achieve its intended purpose.

AsterFive's failure to enforce any provision is not a waiver of its rights. This Agreement, together with any applicable order form, invoice, privacy policy, or written terms accepted by you, is the entire agreement between you and AsterFive regarding CoolerCount and supersedes prior or contemporaneous understandings.

23. Acceptance

By installing, accessing, activating, registering for, or using CoolerCount, you acknowledge that you have read, understood, and agree to be bound by this Agreement on behalf of yourself and, if applicable, the business entity you represent. You represent that you have authority to bind that entity to this Agreement.