

Sovos Compliance, LLC
Last revised 3/8/2017

This Services Agreement (“**Agreement**”) is made between Sovos Compliance, LLC (“**Sovos**”) and you, or, if you represent an entity or other organization, that entity or organization (in either case, “**Client**”). Sovos provides certain online tools, software and other services that offer Client the ability to manage specified aspects of Client’s business (the “**Services**”) through the web site located at www.shipcompliant.com and through various other websites operated by and on behalf of Sovos (the “**Site**”). Sovos is willing to provide Client with access to and use of the Services and each Site solely under the terms of this Agreement. Unless otherwise expressly specified in an agreement agreed to by an authorized representative of Sovos, all access to and use of any Services by Client is subject to the terms of this Agreement.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE SITE OR SERVICES (OR BY SUBMITTING AN ORDER TO ACCESS OR USE ANY SERVICES), CLIENT AGREES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Definitions. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English meaning as commonly interpreted in the United States.

2. Orders and Confirmation. Client may complete and submit multiple order forms to Sovos under this Agreement (whether in paper or physical form, online through the Site or Services or in other electronic form) seeking to access or use the Services (each, an “**Order Form**”). Unless expressly stated on an Order Form, all Order Forms placed by Client will be governed by the terms of this Agreement. Sovos will accept Order Forms placed by Client by providing notice to Client or by providing Client with access to the Services specified in the Order Form (in each case, a “**Confirmation**” of the Order Form). Following Confirmation, each Order Form will be subject to the terms of this Agreement and Client may access and use the Services subject to Confirmation by Sovos under the terms of this Agreement. If any conflict arises between the terms of any Order Form and the terms of this Agreement, the terms of this Agreement will control over the terms of that Order Form, except where the Order Form expressly states the intent to supersede a specific portion of the Agreement. If the terms of any Order Form conflict with the terms of any Confirmation of that Order Form, the terms of the Confirmation will control over the terms of the Order Form.

3. Term. This Agreement will begin as of the earlier of the date (the “**Effective Date**”) that Sovos first provides Client with a Confirmation of an Order Form placed by Client or first provides Client with access to or use of any portion of the Site or Services and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder. The initial term of the applicable Order Form(s) shall be set forth in the Order Form. Unless otherwise specified in the Order Form, the term of the Order Form shall automatically renew for the same length of time as the initial term unless terminated as set forth in Section 4.

4. Termination. This Agreement may be terminated by (i) either party providing the other party with notice of its intent not to renew the term of this Agreement at least 90 day prior to the end of the initial term or then-current renewal term, or (ii) either party immediately upon written notice if the other party commits a non-remediable material breach of this Agreement or if the other party fails to cure any remediable breach of the Agreement or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach.

5. Effect of Termination. Upon termination or expiration of this Agreement for any reason, (1) all rights granted under this Agreement will terminate and Client must immediately cease all access to and use of the Services; (2) Sovos will have no further obligation to provide any Services to Client, in whole or in part; (3) all Fees incurred under this Agreement will be immediately due and payable by Client; (4) Client will return to Sovos or destroy (at Sovos’ direction) all Confidential Information of Sovos in Client’s possession. Within 30 days following termination, Client may request that Sovos provide a copy of Client Data in Sovos’ possession to Client in a mutually agreeable electronic format. If Client has not paid all invoiced fees (except with respect to charges then under reasonable and good faith dispute), Sovos reserves the right to hold the Client Data until such time that all fees have been paid. After such 30-day period, Sovos shall have no obligation to maintain or provide any Client Data.

6. Client Responsibilities.

6.1. Direction and Control. The Services provide Client with access to certain online tools, software and other services for use by Client in the management of Client’s business. Client acknowledges that the Services are designed to aid Client in its business and that Client maintains direction and control over the use of the Services and the management of its business, including all taxes, registration fees, license fees, and other charges and payments (“**Payments**”) and all reports, registrations, licenses, postings, filings or other documents (“**Documents**”) prepared, processed, or submitted using the Services. Client agrees that Client is solely responsible for determining the appropriateness and suitability of the Services for use in Client’s business and for using the Services to meet Client’s requirements, including all

requirements under applicable international, federal, state, and local treaties, laws, rules, regulations, and ordinances (“**Laws**”) based on Client’s particular circumstances.

6.2. No Tax or Professional Advice. The Services do not include, and Sovos does not provide, tax, accounting, financial, legal, compliance, or other professional advice or opinions regarding any requirements to which Client may be subject under applicable Law, including any Documents or Payments prepared or submitted using the Services. Client understands that Laws change frequently and their application varies widely based upon the specific facts and circumstances involved. Client agrees that Client will obtain the assistance of qualified tax, accounting, financial, legal, compliance, or other professional advisors as required in connection with Client’s use of the Services and compliance with applicable Laws.

6.3. No Fiduciary Relationship. When Sovos provides the Services to Client, Sovos acts at the direction of Client to offer Client the ability to manage specific aspects of Client’s business. Under no circumstances will Client’s use of the Services create a fiduciary relationship between Client and Sovos or create any fiduciary obligation by Sovos to Client. Client agrees that Client and Sovos are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship. Both Client and Sovos will remain responsible for paying each of its own employees, including employment related taxes and insurance.

6.4. Compliance. While the Services may be used by Client in managing Client’s business, Client remains solely and entirely responsible for Client’s compliance with all Laws regarding Client’s business, operations, products, and services, including, as applicable, with respect to the shipment of wine or other alcoholic beverages and the payment of all sales, use, value added, licensing and other taxes, fees, and charges that may be applicable to Client’s business or operations, products, or services. Without limiting the foregoing, Client will review: (a) its business and financial records and practices for errors or omissions; (b) all payments and Documents prepared, processed, or submitted using the Services prior to using such information for any purpose; and (c) all shipping decisions, compliance status and reports for errors prior to using such information for any purpose.

7. Services. Subject to and conditioned on compliance with the terms and conditions of this Agreement, during the term of this Agreement Sovos agrees to use commercially reasonable efforts to provide Client with the right to access and use the Services subject to Confirmations under this Agreement, solely for Client’s own benefit in connection with the management of Client’s business. Client’s rights to access and use the Services are personal, non-exclusive, non-transferable and non-sublicensable.

8. Modifications to the Services. Sovos may from time to time update, change or revise the Site or Services. All such updates, changes or revisions will be effective when made available to Client on the

Site or through the Services and will be deemed part of the "Site" or "Services," respectively, for all purposes under this Agreement.

9. Access to the Services.

9.1. Set-up. Client is solely responsible for the set-up and configuration of all Services, and all equipment and facilities required to access or use the Services, to meet Client's business and legal requirements based on Client's particular circumstances.

9.2. Accounts and Users. Client will access all Services through an account ("**Account**") established for Client. Client may designate an unlimited number of its employees, agents, and contractors (collectively, "**Users**") to have access to Client's Account. Client will be provided with a user identification and will select a password for Client's Account (each such user identification and password, a "**User ID**"). Each User ID is personal in nature and may be used only by the applicable Users of Client. Client will ensure the security and confidentiality of each User ID and will notify Sovos immediately if any User ID is lost, stolen or otherwise compromised. Client acknowledges that Client is fully responsible for all Services provided, and all costs, fees, liabilities or damages incurred, through use of each User ID (whether lawful or unlawful).

9.3. Responsibility. Client is solely responsible for all use of the Services through Client's Account, for the actions or omissions of each User of Client's Account, and for compliance by each User with the applicable terms of this Agreement. Client will ensure that all Users agree to and abide by the terms and conditions of this Agreement when accessing Client's Account. Client acknowledges and agrees that Sovos may deem anyone accessing Client's Account using a Client User ID as having legal authority to act on behalf of Client and that any Services or Documents ordered, provided or completed through Client's Account will be deemed to have been lawfully authorized by Client.

10. Access to Third-Party Services. The Services may include services or functionality developed, provided, or maintained by third-party service providers ("**Third Party Services**"). In addition to the terms of this Agreement, Client's access to and use of any Third Party Services is also subject to any other terms separate from this Agreement that Client may enter into (or may have entered into) relating to those Third Party Services ("**Third Party Service Terms**"). Except as set forth in this Agreement, the terms of any Third Party Service Terms will control in the event of a conflict between the terms of this Agreement and those Third Party Service Terms. Third Party Services may be subject to additional Fees as described in each Order Form or through the Services.

11. Access to Data.

11.1. Client Data. All data, information and other content Client provides to Sovos through or in connection with the Services ("**Client Data**"), including as contained in any Document prepared or

submitted through the Services, will remain owned by Client. Client will provide Sovos with all Client Data necessary for Sovos' performance of the Services under this Agreement, including the accurate, complete and timely preparation and submission of all Documents through the Services. Client will provide all Client Data prior to each applicable time deadline provided through the Services or by Sovos ("**Deadline**"). Client acknowledges and agrees that Sovos does not audit, validate, or verify any Client Data and that Client is solely responsible for the accuracy, completeness, and timeliness of all Client Data. Sovos will be permitted to rely on any Client Data as accurate and complete in the performance of all Services, including the preparation and submission of all Documents through the Services.

11.2. Service Data. Other than the Client Data provided by Client, all data, information and other content made available to Client through the Services ("**Service Data**") is owned by Sovos and its third party service providers. Subject to and conditioned on compliance with the terms and conditions of this Agreement, Client may access and use the Service Data solely for Client's own business purposes in connection with Client's use of the Services. Sovos uses commercially reasonable efforts to maintain and verify that the Services and Service Data are accurate and current with respect to the information provided, but Sovos cannot verify the accuracy of, and will not be responsible for any errors or omissions in, any Service Data. All Services and Service Data are provided for informational purposes only and Client is solely responsible for verifying the accuracy, completeness and applicability of all Service Data and for Client's use of and reliance on the Service Data.

12. Restrictions. Client acknowledges that the Services, Service Data, and the databases, software, hardware and other technology used by or on behalf of Sovos to provide the Services (the "**Technology**") and their structure, organization, and underlying data, information and source code constitute valuable trade secrets of Sovos. Client will not, and will not permit any third party to: (1) access or use the Services or Service Data, in whole or in part, except as expressly provided in this Agreement; (2) violate any policy of Sovos posted or provided through or in connection with the Services; (3) use the Services or Service Data in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services; (4) use automated scripts to collect information from or otherwise interact with the Services or Service Data; (5) alter, modify, reproduce, reverse engineer, create derivative works of the Services, Service Data or Technology; (6) distribute, sell, resell, loan, lease, license, sublicense or transfer any of Client's rights to access or use the Services or Service Data, including, without limitation, by providing outsourced, hosted, or other services to third parties using the Services or Service Data or otherwise making the Services or Service Data, or access thereto, available to any third party; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Services, Service Data or Technology; or (8) interfere in any manner with the operation or hosting

of the Services, Service Data or any Technology, or attempt to gain unauthorized access to the Services, Service Data or any Technology. Client will not allow any access to or use of the Services or Service Data by anyone other than Client's authorized Users, and any such use will be consistent with the terms, conditions and restrictions set forth in this Agreement.

13. AutoFile Services.

13.1. Access and Use. If Client elects to receive AutoFile Services, as defined below from Sovos, then the terms of this Section 13 will apply to Client's access to and use of the AutoFile Services. All AutoFile Services will be considered part of the "Services" under this Agreement and be subject to the terms and conditions of this Agreement in addition to the terms of this Section 13.

13.2. AutoFile Services. The "**AutoFile Services**" include Sovos' assistance in the preparation and submission of the Payments and Documentation ("**Filings**") Client provides to applicable federal, state or local government agencies or divisions ("**Recipients**"). By purchasing an edition of the Services that includes the AutoFile Services, Client agrees to use the AutoFile Services in accordance with the terms of this Agreement and agrees to pay to Sovos all applicable Fees associated with each such Filing.

13.3. Review and Validation. Client is solely responsible for confirming the applicability of each Filing and will review all Filings prior to submission by Sovos to the applicable Recipient and validate that each Filing and all Client Data and other data, information or content contained therein is accurate, complete, timely, and being made in compliance with all applicable Laws. Sovos assumes no responsibility for any failure by Client to do any of the foregoing or for any errors, omissions, or inaccuracies in any Client Data or in any Filing based on or relating to any Client Data. Client agrees to provide Sovos with any corrections or other changes to each Filing or any Client Data prior to all applicable Deadlines established by Sovos for the Payment or Filing.

13.4. Hold Requests. Client may submit a request to Sovos as indicated through the AutoFile Services to place a hold on the preparation or submission of a Payment or Filing prior to the Deadline for that Payment or Filing established by Sovos (each, a "**Hold Request**"). Sovos will not be required to accept or honor any Hold Request unless submitted as indicated by Sovos through the AutoFile Services prior to the applicable Deadline for the applicable Payment or Filing. Following receipt of a Hold Request, Sovos will have no further responsibility for preparing or submitting any Payment or Filing subject to that Hold Request and Client will be solely and entirely responsible for preparation and submission of each such Payment or Filing.

13.5. Payment Account. Client will designate one of Client's bank accounts to be used for making Payments made through the AutoFile Services (the Client "**Payment Account**"). Client will ensure that sufficient funds are maintained in the Payment Account on or before all applicable Deadlines established

by Sovos. Sovos will not be responsible for providing any funds to make Payments on Client's behalf and will not be responsible for any failure to maintain funds in Client's Payment Account sufficient to make any Payment. If Client's Payment Account contains insufficient funds to make any Payment, Client will immediately deposit all required funds into the Payment Account. Sovos is not required to confirm that Client's Payment Account contains sufficient funds to make any Payment. Without limiting the foregoing, if for any reason Client's Payment Account does not contain sufficient funds to make any Payment, Sovos may refuse to submit that Payment until sufficient funds are available in the Payment Account, may submit any Filing to an applicable Recipient without proper or sufficient Payment, or may cancel submission of that Payment and refuse to proceed further with the Payment or any related Filing. In each case it will be Client's sole responsibility to ensure that all required Filings and Payments are made directly to the applicable Recipient and Sovos will not be responsible for any penalties, fines, interest, or other assessments due as a result of failure to submit any such Filing or Payment.

13.6. Credentials. Client will submit all credentials and other data or information necessary for Sovos to submit each Payment or Filing with each applicable Recipient ("**Credentials**") prior to the applicable Deadline established by Sovos. Client will submit all Credentials to Sovos through the AutoFile Services as indicated by Sovos. Sovos will assume all Credentials are valid and is not required to confirm the accuracy or validity of any Credentials. Sovos will not be responsible for any failure by Client to submit any valid Credentials to Sovos prior to any applicable Deadline. Without limiting the foregoing, if for any reason Client fails to submit valid Credentials to Sovos prior to an applicable Deadline, Sovos may refuse to submit any Payment or Filing for which such Credentials are required.

13.7. Preparation and Submission. Unless Client submits a valid Hold Request for a Payment or Filing to Sovos in accordance with this Agreement, Client acknowledges and agrees that Sovos may prepare and submit that Payment or Filing to the applicable Recipient, provided that Sovos will not be responsible for any failure or delay in submitting any Payment or Filing if Client fails to meet any applicable Deadline for that Payment or Filing or is otherwise not in compliance with the terms of this Agreement.

13.8. AutoFile Payments. Payments may be made by Sovos by check or electronic funds transfer, as indicated through the AutoFile Services. In the case of Payment by check, Sovos may print a check payable from Client's Payment Account and submit that check to the applicable Recipient receiving such Payment. Alternatively, Sovos may withdraw and transfer the applicable Payment amount from Client's Payment Account to a bank account controlled by Sovos and make Payment to the applicable Recipient from that account. If Client has elected to have any Payments made by electronic funds transfer, Client authorizes Sovos to withdraw all applicable Payment amounts from Client's Payment Account and arrange for such amounts to be remitted to the applicable Recipient. Client acknowledges that Sovos may

aggregate any of Client's Payment amounts with those of other clients of Sovos and make a combined payment to any Recipient. Client agrees to and hereby does grant Sovos all rights and powers necessary to enable Sovos to make all Payments from Client's Payment Account in whatever form Client has indicated or agreed through the AutoFile Services. Client will provide Sovos with all data, information and credentials regarding Client's Payment Account necessary for Sovos to make all such Payments.

14. Data Privacy. Use of the Services is subject to the terms and conditions of this Agreement and Sovos' then-current privacy policy <http://sovos.com/privacy> (the "**Privacy Policy**"). Sovos agrees to treat all personally identifiable Client Data ("**Client Personal Data**") consistent with the Privacy Policy. Client represents and warrants to Sovos that Client has all necessary right, title, interest and consent necessary to allow Sovos to use the Client Personal Data and other Client Data for the purposes for which Client provides such Client Personal Data and other Client Data to Sovos. Notwithstanding anything in the Privacy Policy (or the provisions of Section 20 below), Sovos may generate and collect non-personally identifiable information (information that does not identify an entity or person as the source thereof, including, without limitation, as such information relates to total volumes of shipments using the Services originating in Client's state, total volumes of shipments using the Services from Client's state into other states on a state-by-state basis and similar information) resulting from Client's access to and use of the Services. To the extent any such information is generated or collected by Sovos, the information will be solely owned by Sovos and may be used by Sovos for any lawful business purpose without any obligation to Client under this Agreement, provided that such purpose does not directly identify Client or any of Client's customers.

15. Fees. Client agrees to pay Sovos all fees relating to Client's access to and use of Services ("**Fees**"). Client understands that its right to use the Services is limited by the number of License Metrics purchased. "**License Metrics**" means the limitation on the usage of the Services as designated and/or defined in the applicable Order Form by a term such as the number of cases shipped or distributed. All fees are based on the License Metrics purchased and the quantity(ies) of License Metrics provided in the Order Form represent maximum amounts that Client has committed to for the Term. There shall be no fee adjustments or refunds for any decreases in usage or License Metrics during the Term. The Fees will include all fees associated with any applicable Filings and Payments prepared and submitted through the AutoFile Services, any applicable late fees of which Client is notified through the AutoFile Services to which Client is subject due to any failure by Client to meet any Deadline or otherwise comply with the terms of this Agreement. All Fees are as set forth on each applicable Order Form or as provided through the Services. Sovos may adjust any Fees at any time during the term of this Agreement, to be effective upon the next billing period following notice to Client. Sovos reviews all accounts on a trailing 12-month

basis. If Client exceeds the License Metrics designated in the Order Form within the 12-month period, Sovos will adjust the monthly fee accordingly. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars.

16. Payment. Billing for all Fees will begin on the Effective Date. Client must pay for all Fees incurred when invoiced by Sovos. All Fees must be paid using ACH withdrawal from Client's Payment Account or another bank account designated by Client (in either case, Client's "**Bank Account**") or by credit card designated by Client. Client agrees to have the Fees charged to Client's Bank Account or Credit Card on file with Sovos when due and authorizes Sovos to automatically submit such charges to Client's Bank Account or Credit Card. If payment of any Fees is declined for any reason, Sovos may make additional attempts to process payment. If a declined payment is not resolved through such attempts, access to and use of Client's Account and all Services may be suspended or terminated by Sovos. All Fees will be non-refundable once paid to Sovos (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1 1/2% per month or the maximum amount permitted under applicable law. Client will be responsible for all expenses incurred by Sovos due to the use of collection agencies, attorneys, or courts of law for collection of any undisputed Fees from Client.

17. Taxes. Client is solely responsible for all use, sales, excise, licensing, value added, and other applicable taxes and charges levied or imposed on either Client or Sovos that may result from Client's use of or access to the Services, including relating to all Filings and Payments prepared and submitted through the Services (except any such taxes based on Sovos' net income).

18. Suspension. Sovos may suspend Client's access to the Services upon any actual, threatened, or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by Sovos to be inappropriate or detrimental to the Services, Sovos, or any other Sovos customer or user.

19. Survival. The rights and obligations of each party under the following Sections will survive the expiration or termination of this Agreement for any reason: 1, 5, 6.2, 12, 16, 20, 21, 22, 23, 25, and 28.

20. Confidentiality. The Services and Technology and the delivery and use thereof, this Agreement, and any other information related thereto, including, without limitation, any User IDs or other Account information, constitute confidential information and valuable trade secrets of Sovos. All information and data regarding Client's customers, including without limitation, identities, addresses, purchasing patterns, and volume of purchases constitute confidential information and valuable trade secrets of Client. Such information is hereinafter referred to as the "**Confidential Information**" of each party. Each party agrees to protect the other party's Confidential Information that is in its possession with the same or comparable security measures as it uses to protect its own Confidential Information, provided that such

measures will be at least reasonable for such purpose. Each party agrees that, except as expressly directed by the other or as necessary for the purposes of this Agreement, it will not at any time during or after the term of this Agreement: (1) disclose any Confidential Information to any third party; (2) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information; or (3) use any of the Confidential Information. Each party may disclose Confidential Information to personnel having a need to know the Confidential Information in the performance of their duties under this Agreement, and will instruct them to keep such information confidential and each party will remain liable for such personnel's compliance with this Section. Sovos may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services, provided those subcontractors have executed confidentiality agreements and further provided that Sovos shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors. If either party is required to disclose the other party's Confidential Information pursuant to any statute, regulation, order, subpoena or document discovery request, it will furnish written notice of such disclosure to the other party as soon as practicable to afford such party the opportunity to seek a protective order and the party required to make such disclosure will reasonably cooperate in such efforts (at the other party's reasonable expense). In the event of any conflict between the Privacy Policy and the provisions of this Section 20, the provisions of this Section 20 shall control.

21. Ownership. Sovos retains all right, title and interest, including, without limitation, all IPR, in and to the Site, Services, and Technology, and any additions, improvements, updates, and modifications thereto. Client acknowledges that Client is not receiving any ownership interest in or to any of the foregoing, and no right or license is granted to Client to use them apart from Client's limited right to access the Services under this Agreement. The Sovos name, logo and the product and service names associated with the Services are trademarks of Sovos (or its third party providers), and no right or license is granted to Client to use them. Client will not alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with the Services, Service Data or Technology. For purposes of this Agreement, "IPR" means any and all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

22. Warranties.

22.1. Mutual. Each party hereby represents, warrants and covenants to the other party that: (1) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its

terms; and (2) such party has full power and legal authority to enter into this Agreement and to carry out the provisions hereof without any additional consent or authorization.

22.2. Client Warranties. In addition, Client represents, warrants, and covenants to Sovos that: (a) Client will comply with all applicable Laws, including all Laws applicable to Client's access to and use of the Services and all reports, registrations, postings, or other filings or payments Client is required to prepare or submit under applicable Law; (b) Client's use of the Services will not cause Sovos to violate any applicable Law; (c) all Client Data is and will remain current, accurate and complete; (d) Client has and will maintain all right, title, interest, and consents necessary to allow Sovos to use, process, and share all Client Data for purposes of providing all Services under this Agreement; and (e) Client will not make any statements concerning the Services that Client is not authorized by this Agreement.

23. Disclaimer. ALTHOUGH SOVOS USES COMMERCIALY REASONABLE EFFORTS TO PROVIDE CLIENT WITH ACCESS TO AND USE OF THE SERVICES, SOVOS PROVIDES THE SERVICES ONLY AS EXPRESSLY STATED HEREIN AND DOES NOT OFFER A GUARANTEE OF ANY KIND AS TO THE SERVICES OR ANY SERVICE DATA. CLIENT'S USE AND RELIANCE UPON THE SERVICES AND DATA IS AT CLIENT'S OWN RISK. EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES AND SERVICE DATA ARE PROVIDED TO CLIENT "AS IS" AND SOVOS AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SERVICES, SERVICE DATA, AND ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, ACCURACY OF RESULTS OR INFORMATION, OR UNINTERRUPTED USE, WHETHER EXPRESS, IMPLIED OR STATUTORY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOVOS, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the disclaimers, limitations and exclusions contained herein may not apply to Client. To the extent that Sovos may not, as a matter of applicable Law, disclaim any warranty or limit or exclude any liability, the scope and duration of such warranty and the extent of Sovos' liability shall be the minimum permitted under such applicable Law.

24. Indemnification. Subject to the remainder of this Section, Sovos will, at its expense, defend Client in any suit or cause of action alleging that the Services or any part thereof infringes any United States copyright, trade secret or trademark right, and Sovos will indemnify Client against all damages that a court finally awards as a result of such claim or agreed to in a settlement by the parties (including

attorneys' reasonable fees and court costs to the extent that Sovos fails to promptly assume such defense). The foregoing obligation of indemnification is conditioned up Client providing Sovos (i) with prompt notice of any such claim; (ii) sole control over the defense and settlement of such claim; and (iii) reasonable assistance (at Sovos' expense) in the defense and settlement of such claim. If the Services are held to infringe or believed to infringe on any United States copyright, trade secret or trademark right, Sovos, at Sovos' option and expense, may procure the right for Client to continue using the Services or replace or to modify the Services so that they becomes non-infringing, or if neither of these options is practical in Sovos' sole judgment, Sovos may terminate this Agreement with respect to such Services and provide Client a refund of the unused portion of any pre-paid amounts applicable to such Services.

25. Limitation on Liability.

25.1 REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EVEN IF SOVOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE, IN NO EVENT WILL SOVOS, ITS EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS OR AFFILIATES BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES OR ANY DATA SUPPLIED THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, PROFITS OR BUSINESS OPPORTUNITY, LOST OR CORRUPTED DATA, OR INTERRUPTION OF BUSINESS.

25.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SOVOS' TOTAL LIABILITY FOR ANY AND ALL DAMAGES SHALL NOT EXCEED THE TOTAL FEES RECEIVED BY SOVOS FROM CLIENT FOR USE OF THE SERVICES UNDER THIS AGREEMENT IN FOR THE FIRST 12-MONTH PERIOD OF THE AGREEMENT.

25.3 EACH PARTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY AND ALLOCATION OF RISK REFLECT PART OF THE BARGAINED-FOR EXCHANGE OF THE PARTIES WITH RESPECT TO THIS AGREEMENT AND THE SERVICES. THIS AGREEMENT IS NOT INTENDED TO LIMIT CLIENT'S RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY FILING OR PAYMENT REQUIRED TO BE MADE BY CLIENT UNDER APPLICABLE LAW, WHETHER OR NOT SUCH FILING OR PAYMENT IS MADE BY SOVOS ON BEHALF OF CLIENT UNDER THIS AGREEMENT. CLIENT WILL REMAIN SOLELY RESPONSIBLE FOR ALL SUCH FILINGS AND PAYMENTS CLIENT IS REQUIRED TO MAKE UNDER APPLICABLE LAW.

26. Notices. All notices to Client provided for under this Agreement or relating to the operation of the Services may be sent by Sovos electronically via electronic mail or through posting on Site or Services. All other notices, consents, and communications provided for under this Agreement (including all notices Client provides to Sovos) will be in writing and will be delivered by hand or sent by express courier or delivery service that guarantees delivery within 48 hours (such as Federal Express or DHL) to the address of the party receiving such notice or to such other address as the party may designate in writing, or by electronic mail. Such notices, consents and communications will be deemed to have been received by the addressee upon confirmed receipt, but in no event later than 48 hours after the notice or communication is delivered to a courier or delivery service that guarantees delivery within 48 hours.

27. Force Majeure. If Sovos is unable to perform any of its obligations under this Agreement because of any event beyond its reasonable control and foreseeability, including, without limitation, any natural disaster, labor disputes, actions or decrees of governmental entities, riots, war, terrorism, or epidemics (a “**Force Majeure Event**”), the obligations of Sovos under this Agreement prevented by such Force Majeure Event will be suspended for the duration of the Force Majeure Event, provided that Sovos exercises reasonable efforts to resume performance of such obligations as soon as possible despite such Force Majeure Event. The Services are intended to assist Client in managing aspects of its business and as such are dependent upon Client’s performance of its obligations under this Agreement and as stated through the Services. Client is solely responsible for any failure or delay in the performance of the Services or other obligation of Sovos under this Agreement due to Client’s failure or delay in performance, including any applicable late Fees under this Agreement, any applicable penalties, fines, interest or other assessments imposed on Client, Sovos or any third party, or any other liabilities or damages.

28. General. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to or application of conflicts of law rules or principles. The parties explicitly disclaim the application of the United Nations Convention on the Sale of Goods. Any action or lawsuit related to this Agreement must be brought exclusively in either the Federal or State Courts for the Commonwealth of Massachusetts, and each party hereby irrevocably submits and waives any objection to the exclusive jurisdiction and forum of such courts. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Unless withdrawn upon written request, Client allows Sovos to publicize its relationship with Sovos. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such

performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Agreement nor any rights or obligations of Client hereunder may be assigned by Client (in whole or in part and including by sale, merger, operation of law, or otherwise) without the prior written approval of Sovos. Any assignment in derogation of the foregoing will be null and void. Sovos may assign this Agreement to any party that assumes Sovos' obligations hereunder. This Agreement includes all Order Forms and Confirmations under this Agreement and is the complete and exclusive statement of the agreement between the parties. This Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights). Any reference herein to "including" will mean "including, without limitation." Upon request from Sovos, Client agrees to provide Sovos with such documentation or records with respect to Client's activities under this Agreement, including access and use by Client of the Services, as may be reasonably requested for Sovos to verify Client's compliance with the terms of this Agreement. This Agreement and any Order Form may be executed or agreed to by the parties in multiple counterparts (including via facsimile or online or electronic method approved by Sovos), each of which will be deemed an original and all of which will constitute one and the same instrument. Photocopies, facsimiles and other electronic copies of original signatures in a form approved by Sovos will have the same force and effect as original signatures. Sovos reserves the right to amend or modify this Agreement at any time and from time to time by providing notice to Client (including notice through the Services). Any amendment or modification will be effective as to Client's continued use of the Services 30 days following such notice. Client's continued use of the Services, or submission of a subsequent Order Form, shall serve as Client's agreement to any such amendment or modification.