



SOFTWARE LICENSE AND SERVICES AGREEMENT

**THIS AGREEMENT CONTAINS INDEMNITY OBLIGATIONS.
PLEASE READ CAREFULLY**

Buc-ee's, Ltd. ("Buc-ee's") and Supplier (as defined herein) shall be known collectively as "the Parties" and singularly as a "Party." As used herein, "Agreement" means and includes this Software License and Services Agreement ("SLSA") and all Statements of Work (as defined herein) entered into under the SLSA. This SLSA shall govern all transactions between the Parties with respect to the Services (as defined herein), whether or not this SLSA is referred to in a Statement of Work (as defined herein).

1. **DEFINITIONS.** Certain definitions of capitalized terms used in this SLSA are set out below. Other capitalized terms will have the meanings as assigned throughout the Agreement.
 - 1.1. "**Acceptance**" means acceptance criteria, requirements and/or specifications set out in the applicable SOW. If no such criteria, requirements or specifications are provided for particular Services or Deliverables, then the applicable Specifications.
 - 1.2. "**Acceptance Criteria**" means the Acceptance criteria, requirements and/or specifications set out in the applicable SOW. If no such criteria, requirements or specifications are provided for particular Services or Deliverables, then the applicable Specifications.
 - 1.3. "**Affiliate**" or "**Affiliates**" means any person directly or indirectly controlled by, controlling, or under common control with that Party, including any person which becomes an Affiliate after the Effective Date. For purposes of the foregoing, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person through the direct or indirect ownership of at least fifty-one percent (51%) of the voting interests of such person, through contract or otherwise.
 - 1.4. "**Applicable Law(s)**" means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, or local government, or any agency or executive or administrative body or any of the foregoing, in each case that govern or pertain to the Parties' respective obligations under the Agreement or to the Services.
 - 1.5. "**Buc-ee's Group**" means individually, or in any combination, Buc-ee's, Buc-ee's Management, LLC, Buc-ee's Holdings, Inc., and their respective affiliates, officers, directors, managers, members, shareholders, employees, agents, consultants, invitees, licensees, representatives, and successors or assigns or both.
 - 1.6. "**Change Order**" means a document signed by an authorized representative of each Party documenting the Parties' mutual agreement as to any material change to the scope of, permitted charges for, or other contractual commitments of a Party with respect to, the Services being provided by Supplier under the Agreement.
 - 1.7. "**Claim(s)**" means all claims (actual or threatened), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines or penalties, investigations, causes of action of any kind or character (including those for property damage, personal injury, disease or death), obligations, costs and expenses, judgments, interest and awards whether under judicial proceedings, administrative proceedings or otherwise (including those requiring reasonable attorneys' fees, or other costs of litigation), arising out of or in any way relating to this Agreement or the Services, and expressly includes any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns or both.
 - 1.8. "**Confidential Information**" means confidential, non-public information pertaining to Buc-ee's business, including, without limitation, any information regarding customer lists, advertising and marketing plans, business strategies, company processes, suppliers, profit margins, seasonal plans, goals, objectives, projections, stores, product segments, product lines, recipes, inventions, ideas, sales and expenses, and other trade secrets, and know-how, and any other information that would reasonably be considered to be proprietary given the nature of the information.
 - 1.9. "**Deliverable**" or "**Deliverables**" means any work product, in any form, resulting from performance of the Services that

is either specifically identified as a deliverable in an SOW or is developed for Buc-ee's pursuant to an SOW.

- 1.10. **"Documentation"** means Supplier's or any relevant third party manufacturer's user, operating and training manuals and guides and written specifications concerning the Services and Software.
- 1.11. **"Effective Date"** means the date on which Supplier accepts the terms of this SLSA or accepts the terms of a Statement of Work which references the SLSA.
- 1.12. **"Error"** means any error, defect, degradation or malfunction.
- 1.13. **"Error Correction"** means a repair, modification or other appropriate fix that corrects an Error.
- 1.14. **"Fees(s)"** means the amounts or rates or both to be paid by Buc-ee's to Supplier for Services and as may be established and described in a Statement of Work.
- 1.15. **"Force Majeure"** means any act or event that renders it wholly impossible for the affected Party to perform its obligations pursuant to the Agreement or materially delays the affected Party's ability to do so, when such act or event (i) is beyond the reasonable control of the affected Party, (ii) is not due to the fault or negligence of the affected Party, and (iii) could not have been avoided by the affected Party by the exercise of reasonable diligence.
- 1.16. **"Indemnify"** or **"Indemnification"** means indemnify, defend and hold harmless.
- 1.17. **"Intellectual Property"** means all copyrights, patents, trade secrets, trademarks, trade dress or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed, created by or licensed to Buc-ee's, such as, but not limited to Deliverables.
- 1.18. **"IT Assets"** means websites, software, servers, computers, hardware, firmware, middleware, networks, systems, workstations, data communications lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology and communications equipment.
- 1.19. **"Security Breach"** means (a) any actual, potential, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, the security of any Buc-ee's Data, Confidential Information, Buc-ee's software, systems or network, or personally identifiable information that Supplier was granted access to by Buc-ee's; or (b) any unauthorized acquisition, access, destruction, alteration, loss, disclosure, or use (in all cases whether intentional or not) of, or the inability to locate, Buc-ee's Data, Confidential Information or personally identifiable information.
- 1.20. **"Service(s)"** means the applicable Software, hardware, equipment, and the related implementation, maintenance and support services to be furnished by Supplier to Buc-ee's.
- 1.21. **"Service Disruption"** means an event that interrupts normal business, functions, operations or processes whether anticipated (e.g. hurricane) or unanticipated (e.g. a blackout, terror attack, technology failure, or earthquake) for an unacceptable length of time that extends beyond the recovery time objective established for the Services being provided.
- 1.22. **"Service Level Agreement"** means a document that sets forth performance metrics to be adhered to by Supplier (each such metric a **"Service Level"**).
- 1.23. **"Software"** means all software to be provided by Supplier to Buc-ee's.
- 1.24. **"Specifications"** means the technical specifications, design characteristics, functions and features, and performance and operating characteristics specified in the applicable SOW or otherwise mutually agreed by Supplier and Buc-ee's.
- 1.25. **"Statement of Work"** or **"SOW"** means a document, including any pricing agreement or purchasing agreement, executed by the Parties that describes the Software, Deliverables, and applicable Services that Supplier will provide to Buc-ee's.
- 1.26. **"Subcontractor"** mean any third party (including a Supplier Affiliate) to whom Supplier subcontracts any function(s) constituting a part of the Services, including a third party to whom a Subcontractor further delegates any subcontracted duties or obligations.
- 1.27. **"Supplier"** means the entity specified in a Statement of Work as the provider of Services.
- 1.28. **"Supplier Personnel"** means any and all personnel assigned by Supplier to perform any part of the Services, including employees and independent contractors and agents of Supplier and any of its Subcontractors.
- 1.29. **"Update"** mean any Error Correction, bug fix, enhancement, maintenance release, upgrade, improvement, modification, extension, new version, successor or replacement product of or to any component of the Service.

1.30. “Use” means to install, execute, load, operate, access, display, copy, support, maintain, configure, customize, modify, enhance, create derivative works of, grant sublicenses, make, have made, sell, offer to sell, import, distribute, and otherwise use or exploit.

2. SERVICES.

2.1 Scope. Supplier will provide the Software, Deliverables, and Services to Buc-ee’s as described in a Statement of Work. Each SOW will include, at minimum: (i) a unique name or number; (ii) a contact for each Party; (iii) detailed descriptions of the Services and licensed Software, including subscription or license quantity, delivery or activation method, Specifications and other technical requirements, and Acceptance Criteria; and (iv) the cost breakdowns and basis for payment for the Services. Each SOW shall be subject to the terms and provisions of this Agreement, which are hereby incorporated by reference into the SOW and shall control and govern all transactions between the Parties with respect to Services performed after. No other additional or different terms and conditions in any written or oral communication with respect to a transaction for Services shall vary or amend the terms of the Agreement. In the event of a conflict between the terms of this SLSA and the terms of the SOW, the terms of the SLSA shall control.

2.2 Work Standards. Supplier represents and warrants that it has the required skill, experience, and qualifications to perform the Services. Supplier represents and warrants that all Services: (i) shall be performed in a good, professional and workmanlike manner, with reasonable diligence, using competent workmen and supervisors; (ii) shall be performed in accordance with Buc-ee’s specification as set forth in a Statement of Work; and (iii) shall be performed in accordance with all Applicable Laws and generally recognized industry standards for similar services. Supplier shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. Supplier represents and warrants that all reports and Deliverables (as defined herein) are and shall be Supplier’s original work (except for material in the public domain or provided by Buc-ee’s) and, to the best of Supplier’s knowledge, do not and will not violate or infringe upon or misappropriate the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

2.3 Discontinuation of Services. Supplier represents and warrants that during the Initial Term of an SOW Supplier will not discontinue any Service provided under the SOW, unless the Service is found to constitute an infringement, misappropriation or unlawful use or disclosure of a third party’s intellectual property, as described Section 12.

2.4 Software License.

- (a) Supplier hereby grants Buc-ee’s a nonexclusive, irrevocable, royalty-free, paid-up, non-transferable, enterprise-wide, worldwide license during the Term (and any Disengagement Assistance period) to download and Use the Software on and through any IT Assets used by or on behalf of Buc-ee’s, at any Buc-ee’s location, for purposes of serving the internal needs of Buc-ee’s businesses and operations. Buc-ee’s third-party service providers may exercise the rights granted in this Section 2.4 on behalf of Buc-ee’s on and through Buc-ee’s IT Assets.
- (b) Supplier will (i) deliver to Buc-ee’s all Software on the date specified in the applicable SOW via electronic delivery in a format agreed by the Parties, and (ii) test all Software before delivery to ensure the Software operates in accordance with its Documentation. Following delivery of the Software to Buc-ee’s, Supplier may not remove, modify, delete, disable, or otherwise interfere with the operation of that Software, except to the extent necessary to provide Updates and perform permitted implementation, support and maintenance Services. In the event of physical delivery, Supplier will deliver the Software (and Documentation) to the location(s) set out in the applicable SOW, at its own cost. Buc-ee’s will be entitled to make copies of the Documentation as reasonably required. If any of the Software requires a security key or other authorization code, Supplier will provide the same to Buc-ee’s, and ensure all such keys or codes are valid throughout the SOW Term.
- (c) Use of the Software in any test, quality assurance, stand-by, business continuity or disaster recovery mode or environment will not count against any license metrics contained in the applicable SOW.
- (d) Nothing herein will limit Buc-ee’s right to Use the Software in connection with any associated or interconnected networks, peripherals, equipment and devices, or other systems networks or equipment, unless otherwise specifically prohibited or limited in the applicable SOW.

- (e) If Buc-ee's change or modify their IT Assets, and Supplier has developed and maintains a version of the Software that is compatible with those changed or modified IT Assets, then Supplier will deliver to Buc-ee's the compatible version of the Software at Buc-ee's request and at no additional charge.
- (f) Buc-ee's will not, nor authorize any third party to, (i) transfer, sell, assign, lease, rent, or otherwise make available the Software to any third party, or (ii) modify, decompile, disassemble, or reverse engineer the Software, except to the extent permitted or required by the Agreement or Applicable Law or as part of the implementation of the Software.
- (g) Supplier transfers no title to or ownership of the Software to Buc-ee's under this Agreement. As between the Parties, Supplier exclusively owns all right, title and interest in and to the Software.

2.5 Support and Maintenance Services.

- (a) Supplier will install and configure the Software at the location(s) and in the operating environment(s) specified by Buc-ee's and complete the same by the implementation date set out in such SOW. Implementation will take place by pre-arranged appointment, on a date and at a time to be agreed between the Parties. If Supplier has not completed implementation of any Software within ten (10) days after the scheduled implementation (or such other period as may be set forth in the applicable SOW), Buc-ee's, at its option, may terminate the applicable SOW, in whole or in part, upon written notice to Supplier, and receive a refund of any prepaid Fees. Before implementation is complete, Supplier will deliver the Documentation to Buc-ee's in electronic format only (such as via download from Supplier's website), unless the applicable SOW expressly indicates delivery to be made on physical media. As soon as Supplier has verified that the implemented and configured Software is fully and properly functioning, Supplier will notify Buc-ee's accordingly. Buc-ee's will be entitled to make copies of the Documentation as reasonably required.
- (b) Supplier will provide all necessary training in the operation and use of the Software.
- (c) Supplier will provide support and maintenance in respect of the Software in accordance with: i) Schedule A-Severity Levels and Response Times, attached hereto and incorporated by reference and ii) any Service Level Agreement agreed to by the Parties.

2.6 Updates

- (a) Supplier will promptly make available to Buc-ee's all Updates issued generally by Supplier to its customers or users of the Software and such Updates as are needed to ensure the Services' continued compliance with the requirements of the Agreement. Supplier will provide Buc-ee's with at least ten (10) days' written notice of the release of each Update. All Updates will be accompanied by appropriate release notes and Documentation.
- (b) If Buc-ee's requests Supplier to demonstrate any Update to Buc-ee's, Supplier will promptly do so. Updates will, upon implementation, be deemed part of the Services.
- (c) Supplier will deploy, at Buc-ee's option, any Updates into production or non-production Services. Supplier will support two (2) major (i.e., where there are significant functionality changes from the prior version) versions of the Software: (i) the then-currently available production major version of the Software and (ii) the production major version immediately preceding the then-current production major version of the Software; provided, however, that Supplier will support any major version preceding the currently available production major version for a minimum period of two (2) years or as long as Supplier offers support to any other customer. All Updates will, at a minimum, be consistent with industry standards then in-effect, and be backwardly compatible with the data structures, databases and system architectures employed with previous versions of the Software then in-use by Buc-ee's.
- (d) Supplier will use industry standard best practices to ensure a secured development lifecycle and will conduct such design reviews, code reviews, penetration testing, static analyses and dynamic analyses, as appropriate, to identify and resolve security vulnerabilities prior to delivering any and all Updates. No Update will: i) result in any loss or degradation of the performance, security, functionalities, capabilities or features of the Software

as set forth in the Documentation and applicable SOW, or ii) require Buc-ee's, in order to implement the Update, to make costly changes to Buc-ee's data structures, resources, databases and system architectures to implement the Update or utilize significant employee resources

- (e) If Supplier renames, reintroduces or newly introduces any service or product as a different service or product, but which performs substantially the same features and function of the Software, the renamed, reintroduced or newly introduced service or product will be considered to be the Software, and Buc-ee's will be granted the right to use such service or product hereunder.

2.7 Non-exclusivity. The Parties acknowledge that this Agreement does not grant to Supplier an exclusive privilege to provide to Buc-ee's any or all of the Software or Services of the type described in this Agreement. Buc-ee's may contract with other suppliers for the procurement of comparable products and services.

2.8 Change Management. Buc-ee's may request changes to an SOW at any time by providing written notice to Supplier. Within a commercially reasonable period of time, but in any event no later than ten (10) business days, Supplier will provide Buc-ee's with an estimate of the impact, if any, of such requested change on (a) the cost to perform the Services, (b) the Service Levels, and (c) any other provision of the SOW, as well as a schedule for implementing and completing the change. If the Parties mutually agree to such change, a written Change Order will be prepared, which both Parties must sign. A Change Order may not modify the SLSA, which may be modified only by a written amendment to this Agreement signed by the duly authorized representatives of both Parties.

2.9 Source Code Escrow.

- (a) Escrow Agreement. The Parties may agree in an SOW to enter into an "**Escrow Agreement**" under which Supplier will deposit in escrow with an independent third party escrow agent (i) the source code for the Software; (ii) the Documentation thereto, including the functional and technical specifications, object libraries, design documentation, statements of principles of operations, schematics, developer's guide and administrator's guide in relation to the relevant Software; (iii) if any of the Software is encrypted, the relevant decryption tools and keys for such Software; and (iv) subject to applicable Laws and to the extent reasonably practicable, the names of the programmers of the relevant Software. If the Parties agree to enter an Escrow Agreement under an SOW, then no later than the time of Supplier's delivery of the Software to Buc-ee's, Supplier will place in escrow the source code for such Software, including all technical specifications and supporting Documentation necessary to enable an independent, competent programmer to understand, maintain, modify and enhance the Software (the source code and such Documentation collectively, the "**Escrow Deposit**") pursuant to the terms of the Escrow Agreement. Supplier will thereafter add to the Escrow Deposit any Updates to the Software within ten (10) days of release thereof. Supplier will be responsible for the costs of maintaining the escrow account.
- (b) Escrow Duration. This Escrow Agreement will remain in effect during the Term of this Agreement and for the applicable period of Disengagement Assistance.
- (c) Release Conditions. For the purposes of this Agreement and the Escrow Agreement, a release event will be deemed to have occurred upon the occurrence of any of the following ("**Release Event**"): (i) if Supplier has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Supplier is the named debtor, an assignment by Supplier for the benefit of its creditors, and the same has not been discharged or terminated without any prejudice to Buc-ee's rights or interests under this Agreement within thirty (30) calendar days; (ii) Supplier's breach of its support and maintenance Services obligations under the applicable SOW; (iii) Supplier's failure to offer support and maintenance Services to Buc-ee's; and (iv) Supplier has ceased sale, licensing, maintenance or other support of the Software. Due to the importance to Buc-ee's of continuous operations, in the event of a dispute between the Parties as to whether a Release Event has occurred, Buc-ee's will be entitled to receive the Escrow Deposit during dispute resolution, provided that during such dispute Buc-ee's treats the Escrow Deposit as Confidential Information and Buc-ee's agrees to return such Escrow Deposit to the escrow agent if the resolution of the dispute is in favor of Supplier.
- (d) Release Procedures. Buc-ee's will give written notice to the escrow agent and Supplier of the occurrence of a Release Event, except that the escrow agent will give written notice of the default to Buc-ee's and Supplier if the Release Event is based in part on the failure of Supplier to pay the escrow agent's fee.
- (e) Release of Escrow Materials. Upon the occurrence of a Release Event, the escrow agent will release the

Escrow Deposit to Buc-ee's. Supplier hereby grants to Buc-ee's a nonexclusive, royalty free, perpetual, worldwide, transferable, sublicensable, irrevocable right and license to use and copy the Escrow Deposit and create derivative works of the Software using the source code for purposes of supporting and maintaining Buc-ee's Use of the Software as provided in the applicable SOW, provided that Buc-ee's may modify the source code to maintain currency with external requirements, improve, modify, and enhance, and correct errors in the Software. Buc-ee's will own all such improvements, modifications and enhancements made after such release.

- (f) Agreement Supplementary. The Parties hereby agree that any Escrow Agreement hereunder is an "agreement supplementary" to this Agreement within the meaning of 11 U.S.C. 365(n) of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., as amended (the "**Bankruptcy Code**"). Supplier acknowledges that Buc-ee's, as a licensee of "intellectual property" as defined in the Bankruptcy Code, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that in the event that any bankruptcy proceedings are commenced by or against Supplier under the Bankruptcy Code, Buc-ee's will be entitled to retain and enforce its rights under any Escrow Agreement.

3. **NATURE OF THE RELATIONSHIP**. Supplier is an independent contractor of Buc-ee's, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Supplier and Buc-ee's for any purpose. Supplier has no authority (and shall not hold itself out as having authority) to bind Buc-ee's, and Supplier shall not make any agreement or representations on Buc-ee's behalf without Buc-ee's prior written consent. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Buc-ee's. Buc-ee's shall not control the manner, means, time or place which Supplier, its employees or Suppliers, perform the Services. Unless otherwise set forth in a Statement of Work, Supplier shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services.

4. **PERFORMANCE.**

4.1 **Standards of Performance**

- (a) Supplier will perform the Services at a level of performance that is equal to or better than the performance metrics identified in a Service Level Agreement and the applicable SOW (each such metric a "Service Level"). In cases where this Agreement does not prescribe or otherwise regulate the manner of Supplier's performance of the Services, Supplier will render the Services in accordance with Supplier's prevailing practices, which will be at least as good (from Buc-ee's perspective) as the established good practices followed by the leading providers of similar services.
- (b) To the extent Supplier fails to meet a Service Level, Supplier will (i) promptly investigate and perform a root cause analysis of the failure, gathering and preserving pertinent information; (ii) advise Buc-ee's of the failure and the status of remedial efforts being undertaken; (iii) promptly take steps to minimize the duration and adverse impacts of the failure on Buc-ee's and to resume meeting the Service Levels as quickly as possible under the circumstances; and (iv) take appropriate preventive measures so that the problem does not recur. If the same Service Level is repeatedly failed, Buc-ee's may require Supplier to propose a formal remediation plan which, once agreed with Buc-ee's, Supplier will implement and report its progress against at intervals agreed in such plan. If requested by Buc-ee's at any time, Supplier will promptly meet with Buc-ee's to discuss Supplier's performance.
- (c) Supplier recognizes that its failure to meet Service Levels may have a material adverse impact on Buc-ee's business and operations, and that the damage from Supplier's failure to meet a Service Level is not susceptible of precise determination. Accordingly, if Supplier fails to meet Service Levels, then in addition to any non-monetary remedies available to Buc-ee's under this Agreement, at law or in equity, Buc-ee's may elect to recover the monetary credits ("Service Level Credits") specified in a Service Level Agreement or the applicable SOW. Supplier will credit such amount against the next invoice or, if none, provide such amount as a refund. The Parties agree that Service Level Credits are a price adjustment to reflect the reduced value received by Buc-ee's from the relevant Services (as a result of their inferior quality) and are not an estimate of loss or damage that may be suffered as a result of Supplier's failure to meet the relevant Service Levels. As such, they are without prejudice to any other right or remedy available to Buc-ee's in respect of such failure. The provision of any Service Level Credits will not relieve Supplier of its obligation to continue to meet the relevant Service Levels.
- (d) Supplier will utilize the necessary measurement and monitoring tools and procedures required to measure and report Supplier's performance of the Services against the applicable Service Levels. Such measurement and monitoring will permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and

will be subject to audit by Buc-ee's. Supplier will provide Buc-ee's with information and access to such tools and procedures upon request, for purposes of verification.

- (e) Supplier will maintain ISO 27001 certification and transition to applicable newer versions and the successors of the foregoing as and when such versions or successors become available.

4.2 Time of Performance. Supplier will perform the Services diligently and in accordance with any timeframes set forth in the applicable SOW. Supplier will promptly notify Buc-ee's upon becoming aware of any outages, downtime or Service interruptions, or any other circumstances that may reasonably be expected to jeopardize the timely performance or completion of any Services.

4.3 Place of Performance

- (a) Each SOW will identify any Supplier facilities (or facilities of a Supplier Subcontractor) at or from which Services are to be provided and, if applicable, at which Buc-ee's Facilities Supplier is required to perform any on-site Services.
- (b) To the extent that Supplier Personnel perform any Services at Buc-ee's facilities (such facilities, including associated resources and devices, collectively, the "**Buc-ee's Facilities**"), Supplier will use the Buc-ee's Facilities for the sole purpose of providing the Services. Any Buc-ee's Facilities will be made available to Supplier on an "as is, where is" basis. Supplier will use the Buc-ee's Facilities efficiently and so as not to adversely affect Buc-ee's business operations in any material respect. Supplier will be responsible for any damage to the Buc-ee's Facilities caused by Supplier, its agents, Subcontractors, employees or invitees, reasonable wear and tear excepted.
- (c) Supplier will use due care while using any assets of Buc-ee's provided to Supplier for Supplier's use in performing the Services. If such assets are located at Supplier's premises, Supplier will maintain adequate physical security measures to prevent unauthorized access to or theft of such assets. Assets provided by Buc-ee's will remain the absolute unencumbered property of Buc-ee's. Under no circumstances may such assets be subject to any charge, lien or other interest of Supplier. Upon Buc-ee's request, the termination or expiration of this Agreement for any reason, or the date on which a particular asset is no longer required by Supplier in order to render the Services hereunder, Supplier will promptly return such assets to Buc-ee's.

4.4 Reports. On a quarterly basis or more frequently as may be specified in the applicable SOW, Supplier will provide to Buc-ee's a written report summarizing the Services being provided by Supplier within the scope of this Agreement and any other information reasonably requested by Buc-ee's.

4.5 Supplier Quality Assurance. Supplier will perform quality assurance testing on all Software before providing any such Software to Buc-ee's. Supplier will adhere to the highest fiduciary standards, ethical practices and standards of care and competence in the performance of Services hereunder.

4.6 Cooperation and Coordination. If Buc-ee's performs itself, or retains a third party to perform, any services that interface or interact with Supplier's Services, Supplier will cooperate and coordinate with Buc-ee's or such third party as reasonably requested or required by such third parties to perform their duties.

4.7 Compliance with Laws and Buc-ee's Policies

- (a) Supplier is responsible, at its cost and expense, for obtaining and maintaining in force all necessary regulatory approvals, licenses, and permits applicable to its business or necessary for Supplier to provide the Services.
- (b) Supplier will comply (and cause its Subcontractors and Supplier Personnel to comply) at all times with all Applicable Laws relevant or applicable to Supplier's and its Subcontractors' businesses, to the Services, and to Supplier's other obligations under the Agreement, including Applicable Laws relating to privacy, data security, financial controls, export and import control, anti-kickback, anti-bribery (including the U.S. Foreign Corrupt Practices Act), fair labor, antitrust, money laundering, racketeering, health and safety (e.g., pandemic-related), telemarketing, and economic sanctions programs, as such Laws may change from time to time.

4.8 Business Continuity. During the Term of this Agreement, Supplier shall implement and maintain a comprehensive enterprise-wide written document that details procedures developed and maintained in readiness to guide the organization on how to rapidly respond, recover, resume and restore all aspects of the business to a pre-defined level of operation

following a Service Disruption.

5. SUPPLIER PERSONNEL AND SUBCONTRACTING

5.1 General Requirements for Supplier Personnel

- (a) Supplier will ensure that Supplier Personnel who perform the Services are properly educated, trained, familiar with, and fully qualified for the Services they are assigned to perform and capable of performing the tasks assigned to them in a timely and high quality manner. Supplier will manage, supervise, and provide direction to Supplier Personnel and cause them to comply with the obligations and restrictions applicable to Supplier under this Agreement. Supplier is responsible for the acts and omissions of Supplier Personnel under or relating to this Agreement.
- (b) Supplier Personnel will at all times be considered employees or agents of Supplier (or its applicable Subcontractor) and will not be considered employees or agents of Buc-ee's or Buc-ee's Affiliates for any purpose. As between Supplier and Buc-ee's, Supplier is solely responsible for payment of all wages, salaries, benefits, and other amounts due to or in respect of Supplier Personnel, including wages, salaries, benefits and other amounts that may accrue to such personnel.
- (c) Prior to assigning any Supplier Personnel to perform Services at a Buc-ee's facility, Supplier will, at Supplier's expense, no more than six (6) months prior to assigning such Supplier Personnel to perform the Services, screen and perform background checks of the personnel.
- (d) In no event will Supplier assign any Supplier Personnel who fails to pass any background check to work in any capacity whereby they would directly or indirectly have access to Supplier's systems related to the Services, Buc-ee's systems, Buc-ee's Confidential Information or access to Buc-ee's facilities.

5.2 Subcontracting

- (a) Supplier may subcontract performance of Services only: (i) as expressly provided in an SOW, or (ii) to the extent permitted by Buc-ee's prior written approval. Supplier is responsible for managing any permitted Subcontractors and is responsible for their acts and omissions to the same extent as if the acts and omissions were those of Supplier, and for purposes of this Agreement such work will be deemed performed by Supplier. Supplier will be Buc-ee's sole point of contact regarding the Services and will be solely responsible for any payments owed to its Subcontractors. Supplier will not disclose any Buc-ee's Confidential Information to a Subcontractor unless such Subcontractor has agreed in writing to protect the confidentiality of Buc-ee's Confidential Information in a manner equivalent to that required of Supplier under this Agreement. Supplier's agreements with its Subcontractors will contain appropriate provisions to flow down applicable duties and responsibilities of Supplier under this Agreement to the Subcontractor.
- (b) Supplier will comply with Buc-ee's policies (if any) concerning diversity in subcontracting that have been provided to Supplier in writing. Upon Buc-ee's request, Supplier will submit reports to Buc-ee's, in the form requested by Buc-ee's, regarding such compliance.
- (d) Upon Buc-ee's written request, Supplier will provide Buc-ee's with a list of its Subcontractors and a detailed description of the functions and services they perform that are related to the Services under the Agreement.
- (e) Any subcontracting in violation of this Section 5.2 by Supplier will be deemed a material breach of the Agreement.

6. ACCEPTANCE

6.1 General

- (a) The Services provided pursuant to this Agreement will be subject to Acceptance by Buc-ee's ("Acceptance Process"). Acceptance requires Buc-ee's written confirmation that the Services meet the Acceptance Criteria specified in the applicable SOW.

- (b) Test procedures for the Services will be provided in or developed as set forth in the applicable SOW and be sufficiently rigorous to verify that the Services conform in all material respects to all applicable Specifications, Acceptance Criteria, and performance requirements.

6.2 Software Acceptance Process

- (a) Following implementation of the Software, Buc-ee's may perform an operational test reasonably acceptable to Buc-ee's to verify that the Software functions properly. Supplier will notify Buc-ee's in writing when the Software is ready for Acceptance testing. The acceptability of the Software will be based on Buc-ee's determination that the Software meets the applicable Acceptance Criteria in all material respects, including material conformance with the Documentation.
- (b) When Software provided to Buc-ee's for review is determined by Buc-ee's to meet the applicable Acceptance Criteria, Buc-ee's will notify Supplier in writing of its Acceptance. There will be no deemed Acceptance by Buc-ee's of any Software, including through the lapse of time or the use of such Software by Buc-ee's.
- (c) If Buc-ee's determines that the Software deviates in any material respect from its Specifications, Acceptance Criteria, or performance requirements, or otherwise fails to pass applicable Acceptance tests (a "Defect"), Buc-ee's will inform Supplier in writing, describing the Defects in sufficient detail to allow Supplier to recreate them. Supplier will, at no additional charge, correct any Defects as quickly as possible after receiving Buc-ee's Defect notice, but in no event more than thirty (30) days after receiving such notice, unless otherwise specified in the applicable SOW or agreed to in writing by Buc-ee's. Supplier will provide the corrected Software to Buc-ee's for re-testing.
- (d) Buc-ee's will have a reasonable additional period of time after receipt of the corrected Software to re-test it so as to confirm its proper functioning. Supplier will, at no charge to Buc-ee's, correct any further Defects identified by Buc-ee's during the re-test as quickly as possible, but in no event more than thirty (30) days after Buc-ee's notifies Supplier of the further Defects.
- (e) If any revised and corrected Software contains any Defect after the second round of Acceptance tests, Buc-ee's may (i) require Supplier to continue revising and correcting the Software as described in Section 6.2(d), or (ii) reject the Software, receive its money back for the Software and any other Software that is of diminished value to Buc-ee's as a result of the rejection, or terminate this Agreement or any SOW, with no termination-related fee or further financial obligations, and receive a refund of any prepaid Fees.

6.3 Deliverables Acceptance Process

- (a) The acceptability of any Deliverable will be based on Buc-ee's determination that the Deliverable either (i) meets the applicable Acceptance Criteria in all material respects, or (ii) if there are no Acceptance Criteria specified, meets Buc-ee's reasonable satisfaction.
- (b) When a Deliverable provided to Buc-ee's for review is determined by Buc-ee's to meet the applicable Acceptance Criteria or Buc-ee's reasonable satisfaction, as applicable, Buc-ee's will notify Supplier in writing of its Acceptance. There will be no deemed Acceptance by Buc-ee's of a Deliverable, including through the lapse of time or the use of such Deliverable by Buc-ee's.
- (c) If any Deliverable does not meet the foregoing requirements for Acceptance, Buc-ee's will notify Supplier specifying its reasons in reasonable detail, and Supplier will, at no additional cost to Buc-ee's, promptly conform the Deliverable to the applicable Acceptance Criteria or as needed to meet Buc-ee's reasonable satisfaction, as applicable.
- (d) If within ten (10) days of notification by Buc-ee's (or such other time period as the Parties may agree in writing), any Deliverable still does not meet the Acceptance Criteria in all material respects, or does not meet Buc-ee's reasonable satisfaction, as applicable, Buc-ee's may, at its option and without obligation or liability of any kind: (i) terminate the applicable SOW, in whole or in part, and receive a prompt refund of all Fees for the portion of the SOW so terminated and any other Deliverables that are unusable as a result of such rejection; or (ii) without prejudice to Buc-ee's right to terminate pursuant to (i) above, extend the time for Supplier to

correct the affected Deliverable.

- (e) If Buc-ee's extends the time for Supplier to correct the Deliverable, Supplier will, at no additional charge, correct such nonconformities as quickly as possible after receiving Buc-ee's notice, but in no event more than thirty (30) days after receiving such notice, unless otherwise agreed to in writing by Buc-ee's, and Supplier will provide the corrected Deliverable to Buc-ee's for re-evaluation. Buc-ee's will have a reasonable additional period of time after receipt of the corrected Deliverable to reevaluate it. Supplier will, at no charge to Buc-ee's, correct any further nonconformities identified by Buc-ee's, as quickly as possible, but in no event more than thirty (30) days after Buc-ee's notifies Supplier.

7. PRICING; INVOICING AND PAYMENT; TAXES; AUDIT

- 7.1. **Pricing.** Prices for Services shall be at the rates and amounts established in a Statement of Work. Supplier's order price, discounts, terms, and conditions for each Service will always be Supplier's lowest price and most favorable discounts, terms, and conditions offered to any customer for that Service, regardless of any special terms, conditions, rebates, or allowances of any nature. If Supplier offers or contracts to render any Services to any customer at a lower price or with more favorable discounts, terms, or conditions, Supplier will match it and adjust the price, discounts, terms, and/or conditions offered to Buc-ee's, as applicable, for all outstanding and future invoices for such Services, and Supplier will rebate to Buc-ee's an amount equal to the difference in the price paid by Buc-ees's and the lower price for any invoices already paid by Buc-ee's for such Service. Such adjustments and rebates shall be calculated from the date Supplier first offered the Service at the lower price or with the more favorable discounts, terms, or conditions. Buc-ee's may request a certification by Supplier's financial officer that Supplier has materially complied with this provision.
- 7.2. **Invoicing and Payment.** Non-recurring Fees (if any) will be invoiced upon Acceptance of the applicable Software or Services. Recurring Fees will be invoiced annually in advance (unless otherwise provided in the applicable SOW) commencing (subject to Acceptance) from the date that implementation of the Software is completed. Supplier shall submit invoices for the full amount due, along with any supporting documentation, as instructed through the computer maintenance management software utilized by Buc-ee's. Unless otherwise agreed to by the Parties, Buc-ee's shall pay the undisputed Price(s) and other amounts stated on each invoice submitted by Supplier net thirty (30) days of the date of receipt of the invoice. Buc-ee's shall have no obligation to pay invoices submitted ninety (90) days or more from the date Services were provided. Upon request by Supplier, Buc-ee's may permit, in its sole discretion, Supplier to utilize a pay factor service or other similar payment management system ("**Factor**"). Supplier shall provide Buc-ee's with duly authorized payment instructions. Payments made to a Factor with respect to amounts due and owing hereunder are and shall be deemed valid and authorized payment to Supplier and Supplier Indemnifies Buc-ee's from any Claims arising out of or relating to any payment Buc-ee's makes to a Factor with respect to any invoice, billing statement or any other request or demand for payment hereunder.
- 7.3. **Disputed Fees.** If Buc-ee's in good faith disputes any Fees included on a Supplier invoice, Buc-ee's will notify Supplier of the disputed Fees in writing on or before the payment due date and may withhold payment of the disputed Fees pending resolution of the dispute. Pending settlement or resolution of any dispute with respect to Fees, Buc-ee's non-payment of such disputed items will not constitute a default by Buc-ee's and will not entitle Supplier to suspend or delay its performance of the Services. The parties agree to cooperate in good faith to promptly resolve any disputed Fees.
- 7.4. **Taxes and Fees.** To the extent Supplier is required under Applicable Law to collect sales, use, local, state, federal, foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added (each a "Tax" and collectively "Taxes"), Supplier will invoice Buc-ee's for any Taxes due by Buc-ee's as a result of the Services rendered under this Agreement and Buc-ee's will be responsible for payment of the same to Supplier. Supplier's invoices will include any Taxes applicable to Supplier's Services or Fees included in the invoice as a separate line item. Supplier's invoices will include a breakout between taxable and non-taxable Services and show the jurisdiction from which each Service is rendered and the Services to which each tax applies, the tax rate, the value against which the tax rate is applied, and the total amount of tax due. Provided that Buc-ee's has paid such invoiced Taxes to Supplier. Supplier is solely responsible to remit any applicable taxes on Services and Fees directly to the appropriate taxing authority. SUPPLIER WILL INDEMNIFY AND HOLD BUC-EE'S GROUP HARMLESS FOR ANY LOSS, DAMAGE, FINES, PENALTIES, INTEREST, LATE FEES, EXPENSE (INCLUDING REASONABLE ATTORNEY FEES), COST OR LIABILITY CUSTOMER INCURS AS A RESULT OF SUPPLIER'S FAILURE TO COLLECT APPLICABLE TAX FROM BUC-EE'S OR REMIT SUCH TAXES TO THE APPROPRIATE TAXING AUTHORITY.

7.5. **Audit.** Supplier shall maintain complete accounting records in such detail as to permit verification of charges made to Buc-ee's for Services ("**Records**"). Supplier shall keep Records in accordance with commonly accepted accounting practices and retain such records for a period of two (2) years following completion of the Services. If as a result of an audit conducted by Buc-ee's it is determined that any amount previously paid to Supplier was an overcharge on Supplier's part, the amount of such overcharge, plus interest at a rate of ten percent (10%) per annum, will be promptly refunded to Buc-ee's by Supplier. If an amount previously paid to Supplier is determined to be an undercharge on Supplier's part, in no event shall Buc-ee's pay the amount of such undercharge if such undercharge was found more than two (2) years following completion of the applicable Services.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

Supplier represents, warrants and covenants as follows, which representations, warranties and covenants will be considered to be given anew upon the execution of each applicable SOW:

8.1 Authority

Supplier has the requisite corporate power and authority and the right to enter into the SLSA and each SOW and to grant the licenses and perform the Services hereunder.

8.2 Software, Deliverables and Services

- a) The Software will perform in all material respects in accordance with: i) the description of the Software, Acceptance Criteria, Documentation and ii) any other standards that are set forth in the applicable SOW at the time of Buc-ee's Acceptance and for one (1) year following such Acceptance. Supplier will correct and repair, at no cost to Buc-ee's, any defect, malfunction or non-conformity that prevents the Software from conforming and performing as so warranted and that occurs during such warranty period;
- b) The Software operates, and will continue to operate, properly in conjunction with Buc-ee's chosen operating environment(s) (and all standard upgrades to such environment(s)) and without Error or, if any Error does occur, Supplier will promptly correct it in accordance with the applicable Service Level Agreement;
- c) The Specifications and Documentation and other materials provided by Supplier under an SOW will accurately reflect the Software provided to Buc-ee's hereunder;
- d) Each Deliverable will perform in accordance with the applicable Acceptance Criteria and other standards set forth in the applicable SOW at the time of Buc-ee's Acceptance of such Deliverable and for one (1) year following such Acceptance. Supplier will correct and repair, at no cost to Buc-ee's, any defect, malfunction or non-conformity that prevents such Deliverable from conforming and performing as so warranted and that occurs during such warranty period; and
- e) The Services do not contain or include, and are not designed to interact or interconnect (in any manner) with, and do not require, in order to function in their intended fashion, the use of any third-party software or other third-party work subject to an open source license or any 'copyleft' terms that: (i) grant, or purport to grant, to any third party any right to or in Buc-ee's Intellectual Property Rights or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any of Buc-ee's intellectual property or other proprietary materials to become subject to the terms of any open source or similar license; (iii) require Buc-ee's to make any source code (or any part or derivative work thereof) available to third parties under any circumstances; or (iv) otherwise subject Buc-ee's to any obligation not expressly set out in the Agreement.

8.3 Non-infringement.

- (a) The Software, Deliverables, Services and any materials provided by Supplier to Buc-ee's will not infringe or misappropriate any Intellectual Property Rights of any third party;
- (b) Supplier has all rights and licenses necessary to grant the licenses granted by Supplier under this Agreement; and
- (c) Buc-ee's receipt and use of the Software, Services and other materials provided by Supplier (whether directly or indirectly through its agents or Subcontractors) will not infringe, or constitute an infringement or

misappropriation of, any Intellectual Property Rights of any third party.

8.4 Interoperability. Any Software, Deliverables, Documentation, Updates, and materials provided by Supplier under an SOW that are intended to interact or otherwise shall work together as part of a functioning system will be compatible and will properly interoperate and work together as components of an integrated system.

8.5 Security and Malicious Code; PCI Compliance

- a) Supplier will not cause or permit any viruses, malware, or similar items (“**Malicious Code**”) to be coded or introduced into Supplier systems or Buc-ee’s systems to which Supplier is given access and, if Malicious Code is introduced, Supplier will assist Buc-ee’s in reducing the effects of the Malicious Code, including restoring any loss of data, operational efficiency and mitigating any security risks;
- b) Supplier systems (and any third-party systems who Supplier grants access to Buc-ee’s Data) where Buc-ee’s Data is stored or that connect with Buc-ee’s systems are free from Malicious Code and maintained in compliance with industry leading security practices;
- c) None of the Software or Services contain any code or protocol that would: (i) permit the surreptitious monitoring of the use or operation of any Software, Services or system; or (ii) disable or impair any Software, Services or system, in any way, based on the elapsing of a period of time, the exceeding of an authorized number of copies or scope of use or the advancement to a particular date or other numeral; and
- d) Supplier’s security procedures will, at all times during the Term of this Agreement, (i) comply with all Applicable Laws, (ii) meet or exceed the information security standards consistent with National Institute of Standards and Technology, United States Department of Commerce (NIST) guidelines or equivalent industry standards and practices that are commonly utilized by the leading service providers in Supplier’s industry that have access to Buc-ee’s Confidential Information, and (iii) in no event offer less protection than that which Supplier affords to its own Confidential Information and materials.
- e) As applicable, Supplier represents and warrants, that Supplier will maintain PCI-DSS Compliance. “**PCI--DSS Compliance**” means compliance with the Payment Card Industry Data Security Standard as promulgated by the Payment Card Industry Security Standards Council. Upon the written request of Buc-ee’s, Supplier agrees to provide Buc-ee’s the PCI Attestation of Compliance (“AOC”) letter reflecting the results of Supplier’s most recent annual PCI compliance audit conducted.

9 CONFIDENTIAL INFORMATION; SECURITY BREACH; INTELLECTUAL PROPERTY; DATA; PUBLICITY; USE OF MARKS.

9.1 Confidential Information.

- a) Supplier shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as Supplier would protect its own confidential information, but in no event with less than a commercially reasonable degree of care. Supplier shall not use Confidential Information, or permit it to be accessed or used, for any purpose other than to the extent necessary to accomplish the purpose of this Agreement, and in any event shall not use Confidential Information in any manner to Buc-ee’s detriment.
- b) Supplier shall not disclose any Confidential Information, except to Supplier’s representatives who (i) need to know such information in order to accomplish the purpose of this Agreement, (ii) are informed by Supplier of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Supplier that are no less restrictive than the terms and conditions herein.
- c) In the event Supplier is required to disclose Confidential Information by a governmental authority pursuant to a law or regulation, Supplier shall promptly notify Buc-ee’s of the terms and circumstances surrounding the request or order and reasonably assist Buc-ee’s in seeking an appropriate protective order or otherwise obtaining reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

- d) The confidentiality obligations herein shall last for the Term of this Agreement and for three (3) years after its termination or expiration, except that with respect to trade secrets, the confidentiality obligations shall last for as long as such Confidential Information qualifies as a trade secret.

9.2 Security Breach.

- (a) In addition to any other provisions of the Agreement, upon discovery or notification of any Security Breach, Supplier will, at its own expense: (i) as promptly as practicable and, in any case, within twenty-four (24) hours, notify Buc-ee's of such Security Breach (including providing Buc-ee's with a detailed description of the incident, the types of data, information, materials or systems that were the subject of the Security Breach, the identity of affected individuals, if any (e.g., Buc-ee's employees, Buc-ee's customers), and any other information Buc-ee's may request concerning the details of the breach); (ii) investigate such Security Breach and report its findings on a daily basis to Buc-ee's; (iii) provide Buc-ee's with a remediation plan, acceptable to Buc-ee's, to identify, prevent and mitigate the effects of such Security Breach and to prevent any further incidents; (iv) execute the approved plan in order to remediate such Security Breach and remedy the impact; (v) conduct a forensic investigation to determine what systems, data and information have been affected by such event, the results of which investigation will be provided to Buc-ee's; (vi) cooperate with any Buc-ee's investigation of the Security Breach, including promptly providing any information that Supplier has with respect to the Security Breach; and (vii) at Buc-ee's request, cooperate with any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. Buc-ee's will make the final decision on notifying Buc-ee's employees, customers, suppliers, regulators and/or the general public of such Security Breach, and the implementation of the remediation plan. Supplier agrees to bear any cost or loss Buc-ee's may incur as a result of a Security Breach caused by Supplier, including the cost of notifying customers if Buc-ee's determines to do so.
- (b) Notwithstanding the foregoing, nothing herein will be construed as limiting Buc-ee's right to recover damages in connection with any such breach or potential breach of security or to pursue any other rights or remedies in connection with any such Security Breach. Notwithstanding anything in this Agreement to the contrary, Buc-ee's will have the right to terminate the Agreement in the event of a Security Breach.

9.3 Intellectual Property.

- a) Buc-ee's is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and Deliverables of the Services performed under the Agreement.
- b) Buc-ee's retains all right, title, and interest in and to the Intellectual Property, and, except as otherwise expressly provided herein, nothing shall be construed as an assignment, grant, option, license, or other transfer of any right, title, or interest whatsoever in or to such Intellectual Property.
- c) Notwithstanding the foregoing and limited to the extent necessary to provide the Services by Supplier pursuant to this Agreement, including Deliverables, Buc-ee's grants a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use Intellectual Property, solely for the benefit of Buc-ee's. Supplier shall not use any Buc-ee's Intellectual Property on any social media or similar platform, or technology, now known or later developed, without Buc-ee's prior express written consent.
- d) Any Deliverables and any new artwork, illustration, design or other intellectual property created under or relating to this Agreement or otherwise at the request of Buc-ee's ("New IP") are solely works made for hire for Buc-ee's, shall be and remain the property of Buc-ee's; to the extent such Deliverables or New IP do not qualify as works made for hire, Supplier irrevocably assigns, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables and New IP, including all intellectual property rights therein, to Buc-ee's, or any designee Buc-ee's may at its discretion elect. Any Deliverables and New IP shall be included in the definition of Intellectual Property. Supplier shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be requested by Buc-ee's to carry out the provisions hereof and give effect to the transactions contemplated hereunder. To the fullest extent permitted by Applicable Law, Supplier hereby waives, and shall cause Supplier's employees, agents, Suppliers, consultants, and anyone else acting at Supplier's direction or under its control, who are sole or joint authors of the New IP, to waive, all rights of paternity, integrity, attribution,

disclosure, withdrawal, and any other rights that may be known as “moral rights” vested in such author in relation to the New IP.

- e) Supplier shall not acquire a proprietary interest in Buc-ee’s Intellectual Property. All use of Intellectual Property by Supplier shall be for, and inure to the benefit of, Buc-ee’s. Supplier shall not (i) dispute Buc-ee’s ownership of Intellectual Property, (ii) do anything inconsistent with Buc-ee’s ownership of Intellectual Property, or (iii) use any intellectual property that is substantially similar to the Intellectual Property for any commercial purpose. Supplier will take no action that will or could reasonably be expected to jeopardize or affect the validity of Intellectual Property or Buc-ee’s rights in the Intellectual Property.

9.4 Data. Buc-ee’s retains ownership and control of: i) information of or concerning Buc-ee’s or its Affiliates or users of the Services that is provided to or obtained by Supplier in connection with the Agreement and performance by Supplier thereunder and ii) any data, facts, or statistics that are collected together for reference or analysis by Supplier during its provision of Services to Buc-ee’s (“**Buc-ee’s Data**”). Supplier may use Buc-ee’s Data solely in the performance of its obligations under this Agreement and shall not use, sell, or otherwise transfer Buc-ee’s Data without Buc-ee’s prior written consent. Supplier agrees that it shall seek Buc-ee’s written consent regardless of whether such desired use entails anonymized or aggregated data or not.

9.5 Publicity; Use of Marks. Supplier shall not announce the execution of this Agreement in any press release or otherwise publicly state that Buc-ee’s and Supplier have entered into a business arrangement without the prior written consent of Buc-ee’s. The provisions of this Section 9.4 shall survive termination of this Agreement. Neither Party will use the name or marks of, refer to, or identify the other Party (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, listings, testimonials or advertising without the prior written consent of the other Party. Neither Party will remove any copyright or proprietary rights notice attached to or included on any tangible material provided by the other party. All such notices will be reproduced on any copies of such tangible material.

10 LAWS AND REGULATIONS.

10.1 Compliance. Supplier shall comply with all Applicable Laws and maintain all permits, licenses, or other authorizations necessary to carry out its obligations under this SLSA and any SOW. Supplier shall comply with all applicable policies of Buc-ee’s relating to business and office conduct, health and safety, vendor guidelines including the requirements of Buc-ee’s computer maintenance management software, and use of Buc-ee’s facilities, supplies, information technology, equipment, networks, and other resources. Supplier shall Indemnify Buc-ee’s for any Claims arising from Supplier’s failure to comply with this Section 10.1. Buc-ee’s shall have the right to immediately suspend its performance or terminate the relationship with Supplier, and will not be in breach or default as a result of such suspension or termination, if Supplier is in violation of any Applicable Laws.

10.2 Confined Spaces. If Supplier requires entry into any Confined Space at any Buc-ee’s facility, then Supplier shall have a Confined Space program in effect which includes training and procedures covering the proper entry of permit-required Confined Spaces as well as the proper equipment required to fully comply with the Occupational Safety and Health Administration’s confined space requirements. Supplier’s employees or Suppliers shall not enter any Confined Spaces if they have not been properly trained regarding the hazards of Confined Spaces. “**Confined Space(s)**” means areas within any Buc-ee’s location or facility that is considered to be confined spaces pursuant to the Code of Federal Regulations, Title 29, Part 1910.146, and may include, but is not limited to, fuel system sumps, product storage tanks, car wash pits and grit traps, stormwater drains/sumps, grease traps, and some excavations. Supplier shall comply with 29 CFR 1910.146. Supplier shall Indemnify Buc-ee’s for any Claims arising from Supplier’s failure to comply with this Section 10.2. Questions regarding Confined Spaces at Buc-ee’s may be sent by email to environmental@buc-ees.com.

11 INSURANCE. In support of its indemnity obligations under these Agreement, and not as an obligation separate or independent therefrom, Supplier shall procure and maintain, at its sole expense, policies of insurance for commercial general liability, as well as errors and omissions, cyber liability, workers’ compensation, employer’s liability, auto liability, and umbrella/excess liability, each with limits of not less than \$1,000,000.00 per occurrence. Such amounts are not to be construed to void or limit the indemnities contained herein, nor do they represent any limitation on the insurance coverage the Supplier may obtain. Such insurance shall (a) contain coverage for contractual liability; (b) provide that defense costs will not apply against coverage limits; (c) contain a waiver of subrogation in favor of Buc-ee’s, where permitted by Applicable Law, including any endorsements to the policy needed to effectuate such waiver; (d) provide that such insurance is primary, non-contributory, and not excess coverage; (e) provide coverage for claims occurring worldwide; and (f) name Buc-ee’s as additional insured, or

equivalent. Each insurance policy shall be issued by a company with an AM Best Financial Strength Rating of B+ or better and AM Financial Size Category Rating of VII or better, and Supplier shall furnish Buc-ee's evidence of such required insurance promptly upon request by Buc-ee's. By requiring the insurance as set out, Buc-ee's does not represent that coverage and limits will necessarily be adequate to protect Supplier. Supplier shall furnish proof of renewal at least fifteen (15) days prior to expiration of any policy of insurance required hereunder. Supplier's failure to maintain insurance shall constitute an event of default hereunder.

12 DAMAGES AND INDEMNIFICATION

12.1 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BUC-EE'S GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT, THE SERVICES, OR ANY ACT OR OMISSION OF SUPPLIER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF RELATING TO: A SECURITY BREACH; SUPPLIER'S NEGLIGENCE OR WILLFUL MISCONDUCT; SUPPLIER'S FAILURE TO COMPLY WITH APPLICABLE LAWS; SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OR DATA PROTECTION OBLIGATIONS HEREUNDER; AND ANY CLAIM THAT ANY SOFTWARE, DELIVERABLE AND/OR SERVICES FURNISHED BY OR ON BEHALF OF SUPPLIER CONSTITUTES AN INFRINGEMENT, MISAPPROPRIATION OR UNLAWFUL USE OR DISCLOSURE OF A THIRD PARTY'S INTELLECTUAL PROPERTY (AS DESCRIBED IN SECTION 12.2). BUC-EE'S SHALL CONTROL THE SELECTION OF COUNSEL FOR THE DEFENSE OF THE CLAIMS. SUPPLIER SHALL NOT ENTER INTO ANY SETTLEMENT THAT AFFECTS THE RIGHTS OR INTERESTS OF BUC-EE'S GROUP WITHOUT BUC-EE'S PRIOR WRITTEN CONSENT. ANY CAUSE OF ACTION BUC-EE'S MAY HAVE AGAINST SUPPLIER FOR ANY BREACH OF THIS AGREEMENT EXISTS INDEPENDENTLY OF SUPPLIER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. SUPPLIER FURTHER AGREES TO REIMBURSE BUC-EE'S GROUP FOR ANY ATTORNEYS FEES AND COSTS INCURRED BY BUC-EE'S GROUP IN THE ENFORCEMENT OF THIS SECTION 12.1. THE INDEMNITIES SET FORTH IN THIS SECTION 12.1 SHALL APPLY REGARDLESS OF WHETHER THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE OR OTHER FAULT OR FORM OF LIABILITY OF ANY MEMBER OF BUC-EE'S GROUP OR A THIRD PARTY, OR ANY PRE-EXISTING CONDITION.

12.2 Effect of an Infringement Claim. In the event of any Claim that any Software, Deliverable(s), works, information, material(s) and/or Services furnished by or on behalf of Supplier, or the use thereof by Buc-ee's, constitutes an infringement, misappropriation or unlawful use or disclosure of a third party's intellectual property, Supplier will promptly either: (x) obtain the rights necessary for Buc-ee's to continue using any allegedly infringing item; (y) modify or replace any allegedly infringing item with a functionally equivalent item that is not infringing; or (z) if neither (x) or (y) is reasonably attainable, have the right to terminate the Agreement or the applicable Statement of Work, and in the event of such termination, Supplier will refund all paid fees to Buc-ee's.

12.3 Consequential Damages Waiver. Buc-ee's Group shall not be liable to Supplier for, and Supplier hereby waives and releases Buc-ee's Group from and against, any and all Claims for Consequential Damages. "**Consequential Damages**" means (i) any and all indirect, incidental, special, punitive, exemplary, or consequential damages or consequential losses of any nature whatsoever (whether or not foreseeable), and (ii) damages or losses, whether direct or indirect, for lost products or production, lost profits or revenues, loss of or inability to use property or equipment, lost business, failure to meet contractual commitments or deadlines, or business interruption.

12.4 Liability Cap. Buc-ee's Group's maximum aggregate liability with respect to Claims arising out of, or in any way relating to the Agreement or any Services, whether sounding in contract or tort (including negligence, gross negligence, willful misconduct, strict liability and breach of statutory duty), at law or in equity, shall be limited to the aggregate amounts paid to Supplier for all Services performed during the twelve (12) month period immediately preceding the event giving rise to the Claim, not to exceed \$250,000.00, in the aggregate ("**Liability Cap**"). Supplier hereby releases Buc-ee's Group from and agrees to Indemnify Buc-ee's Group against any such liability in excess of the Liability Cap.

13 TERM AND TERMINATION

13.1 Term. The term of this SLSA (the “**Term**”) will commence upon the date on which the Parties enter into the initial Statement of Work between the Parties and continue in effect until terminated as provided herein. The term of each SOW will be set forth in such SOW.

13.2 Termination. Buc-ee’s may terminate this SLSA and/or an SOW (in whole or in part) for any reason upon thirty (30) days written notice to Supplier or immediately upon any breach of the terms of this SLSA and/or SOW by Supplier. If Buc-ee’s terminates this SLSA or an SOW (in whole or in part) for any reason other than Supplier’s breach of the Agreement, (i) Buc-ee’s will be responsible for undisputed amounts invoiced by Supplier for work performed up to the date of such termination; and (ii) Supplier will refund to Buc-ee’s the unused portion of any amounts prepaid by Buc-ee’s.

13.3 Supplier’s Termination or Expiration Related Obligations. Upon expiration or termination of this SLSA and/or an SOW for any reason, or at any other time upon Buc-ee’s written request, Supplier shall promptly:

- (a) deliver to Buc-ee’s all reports and Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for its use by Buc-ee’s;
- (b) deliver to Buc-ee’s all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from its computer systems; and
- (d) certify in writing to Buc-ee’s that Supplier has complied with the requirements of this clause.

13.4 Disengagement Assistance. Upon expiration or termination of the Agreement for any reason, Buc-ee’s will have a reasonable period of time, not to exceed twenty-four (24) months, following the effective date of expiration or termination, in which to continue using the Software and other Services until it can successfully transition to a substitute service provider. During such time period, the Parties agree that Buc-ee’s will continue to pay the rates and Fees agreed to by the Parties before the expiration or termination of the Agreement. In addition to continuing to provide any Software and Services being terminated, Supplier shall provide to Buc-ee’s, the assistance, cooperation, provision of information (including, but not limited to, any data or other information under the control or possession of any third party service provider described in this Agreement) and other activities necessary to facilitate the orderly migration and smooth transition of Services to Buc-ee’s or its designee, or the orderly wind-down of terminated Services (“**Disengagement Assistance**”). If, and to the extent that, Supplier’s Disengagement Assistance requires the use of different or additional resources beyond those then being used or required to render the Services in accordance with this Agreement, Buc-ee’s will compensate Supplier at rates agreed to by the Parties, except if Buc-ee’s terminates the Agreement or an SOW for cause, in which case Supplier will provide the incremental resources without charge. The parties shall be required to pay one another all outstanding fees, charges, expenses, and remaining balances due through the end of the contract Term.

13.5 Survival. Any right or obligation which by its nature extends beyond termination of the Agreement will survive such termination.

14 OTHER BUSINESS ACTIVITIES. Supplier may be engaged or employed in any other business, trade, profession, or other activity which does not place it in a conflict of interest with Buc-ee’s; provided, that, during the Term, Supplier shall not be engaged in any business activities that do or may compete with the business of Buc-ee’s without Buc-ee’s prior written consent, to be given or withheld in its sole discretion.

15 MISCELLANEOUS

15.1 Headings. The headings of the Sections in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.2 Ambiguities. Buc-ee’s and Supplier, and their respective counsel, had the opportunity to participate fully in the review of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The terms of the Agreement, including those concerning warranties, indemnity and limitations of liability, represent a fair allocation of risk between the Parties without which they would not have entered into this Agreement.

- 15.3 Non-solicitation.** Buc-ee's and Supplier acknowledge and agree that during the term of this Agreement and for one (1) year thereafter, unless mutually agreed upon in writing, neither Buc-ee's nor Supplier will directly or indirectly, on Buc-ee's or Supplier's own behalf or in the service or on behalf of others, in any capacity, induce or attempt to induce any officer, director, or employee to leave their company, provided, however, that general advertising in mass media shall not constitute solicitation for purposes hereof.
- 15.4 Severability.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement will remain in full force and effect, adjusted as necessary so as to give maximum effect to the original intent and economic effect of the Parties.
- 15.5 Non-Waiver.** A waiver by either Party of the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
- 15.6 Surviving Provisions.** Each Party's rights and obligations which by their nature extend beyond termination or expiration of this Agreement will survive such termination, and such rights and obligations include but are not limited to each Party's rights and obligations under Sections 9, 12, 13.3, and 15.3.
- 15.7 Force Majeure.** Neither Party shall be considered in breach of this Agreement if prevented from performing due to a Force Majeure.
- 15.8 Assignment.** Supplier may not assign this Agreement, or any rights or interest therein, without the prior written consent of Buc-ee's. Supplier shall promptly provide Buc-ee's written notice of any change in ownership.
- 15.9 Governing Laws and Venue.** This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law provision or rule, and performance of obligations hereunder shall be deemed to be in Brazoria County, Texas. Any action or proceeding arising out of or relating to the Agreement shall be brought in the state or federal courts situated in Brazoria County, Texas, and each Party hereby submits to the personal jurisdiction and exclusive venue of such courts in any such action or proceeding.
- 15.10 JURY TRIAL WAIVER. THE PARTIES BOTH KNOWINGLY, WILLINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS ARISING OUT OF THE AGREEMENT OR THE SERVICES. THIS WAIVER DOES NOT AFFECT ANY REMEDIES AVAILABLE UNDER ANY APPLICABLE LAWS; RATHER, THE PARTIES WAIVE ONLY THE RIGHT TO TRIAL BY JURY AND WILL PRESENT ANY CONTROVERSY INVOLVING THEM IN A BENCH TRIAL TO A JUDGE.**
- 15.11 Entire Agreement; Modification; Counterparts.** No agreement or understanding modifying this Agreement, either before or after the execution hereof, shall be binding upon either Party unless in writing and signed by authorized representatives of both Parties. This SLSA, including any exhibits and SOWs, together with any specifications and documents attached thereto, each of which is incorporated herein by reference for all purposes, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the Parties with respect to such subject matter and all past courses of dealings or industry custom. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.
- 15.12 Acknowledgement and Acceptance.** Buc-ee's may revise and post updates to this SLSA from time to time, and all Statements of Work will be subject to the most recently posted version of this SLSA. Supplier shall be deemed to have accepted the terms of this SLSA, unless Buc-ee's and Supplier have entered into a separate written agreement which governs the provision of Services, in which case such agreement shall replace and supersede this SLSA.

SCHEDULE A

Severity Levels and Response Times

Buc-ee's uses three (3) levels of priority to identify and track the severity of each service request submitted and its impact on the organization as set forth in the chart below. Supplier will ensure its provision of support and corrective maintenance meets the Service Levels set out in the following table:

Severity Level	Description	Supplier's Target Response Time
High	A critical issue that i) causes the Software to be unavailable, cease operating or the operation of the Software to be materially impaired; ii) may cause the deletion, impairment, damage or corruption of any Buc-ee's Data or system; and/or iii) that causes the Software to experience major degradation such that Buc-ee's business operations are adversely impacted.	One (1) business hour or immediately via Rapid Response
Medium	A serious issue which impacts ability to utilize the Software effectively	Two (2) business hours or immediately via Rapid Response
Low	Non-critical problem generally entailing use and usability issues or "how to" questions	Within four (4) business hours