TERMS AND CONDITIONS FOR SOFTWARE AS A SERVICE

THESE TERMS AND CONDITIONS FOR SOFTWARE AS A SERVICE CONTAIN INDEMNITY OBLIGATIONS.

PLEASE READ CAREFULLY.

These Terms and Conditions for Software as a Service ("Terms and Conditions") apply to every software-as-a-service transaction between Supplier and Buc-ee's, Ltd. or its Affiliates ("Buc-ee's") and related transactions, unless otherwise agreed in writing and signed by Buc-ee's and Supplier. These Terms and Conditions together with all applicable SOWs and Purchase Orders shall be referred to herein as the "Agreement."

1. DEFINITIONS

In addition to the terms defined elsewhere in these Terms and Conditions, the following terms shall have the following meanings:

1.1 **"Acceptance"** means Buc-ee's agreement that a Service meets the applicable Acceptance Criteria.

1.2 **"Acceptance Criteria"** means acceptance criteria, requirements, or Specifications set out in the applicable SOW. If no such criteria, requirements or specifications are provided for particular Services, then the applicable Specifications.

1.3 **"Affiliate" or "Affiliates"** means any person directly or indirectly controlled by a Party, including any person which becomes an Affiliate after these Terms and Conditions become effective. 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 this Agreement.

1.5 **"Buc-ee's Data"** means all information provided by Buc-ee's or collected on Buc-ee's behalf hereunder, including, but not limited to (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 this Agreement and performance by Supplier hereunder, (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, (iii) Usage Data, and (iv) Personal Information.

1.6 **"Buc-ee's Group"** means individually, or in any combination, Buc-ee's, Ltd., Buc-ee's Management, LLC, Buc-ee's Holdings, Inc., and their respective Affiliates as well as the officers, directors, managers, members, shareholders, employees, agents, consultants, invitees, licensees, representatives, and successors or assigns of all the entities identified above.

1.7 "**Buc-ee's Intellectual Property**" means all Intellectual Property owned, developed, created by, or licensed to Buc-ee's.

1.8 **"Business Day"** means Monday through Friday, except for public holidays.

1.9 **"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 an SOW.

1.10 **"Claim"** 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, the Software, Services, Deliverables, or Documentation and expressly includes any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.

1.11 **"Confidential Information"** means confidential, non-public information pertaining to Buc-ee's business, including, without limitation, Buc-ee's Data, Personal Information, 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.

1.12 **"Deliverable"** means any work product, in any form, resulting from performance of the Services that is either specifically identified as a Deliverable in a Statement of Work or is developed for Buc-ee's pursuant to a Statement of Work.

1.13 **"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.

1.14 **"Error"** means any error, defect, degradation, or malfunction of the Software.

1.15 **"Error Correction"** means a repair, modification, or other appropriate fix that corrects an Error.

1.16 **"Force Majeure"** means any act or event that renders it wholly impossible for the affected Party to perform its obligations under this 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.

1.17 **"Indemnify" or "Indemnification"** means indemnify, defend, and hold harmless.

1.18 **"Intellectual Property"** means all (i) information, data, and technology (including but not limited to all ideas, concepts, know-how, discoveries, inventions, plans, methods, techniques, procedures, processes, designs, instructions, formulas, recipes, testing and other protocols, settings, improvements and innovations, all specifications, requirements, software, and other confidential or proprietary technical, scientific, or engineering information; and all documentation, materials, and other tangible embodiments of any of the foregoing, in any form or medium, including papers, reports, invention disclosures, laboratory notebooks, notes, drawings, workflows, methodologies, flowcharts, diagrams, descriptions, manuals, molds, and prototypes and all other works of authorship), whether or not patentable and whether or not reduced to practice, and (ii) proprietary and intellectual property rights throughout the world provided under (a) patent law, including patents and patent applications therefor pending before any relevant authority worldwide, including, without limitation, any additions, continuations, continuations-in-part, divisions, reissues, renewals or extensions based thereon, (b) copyright law, (c) trademark and trade dress law, (d) design patent or industrial design law, (e) semi-conductor chip or mask work law, (f) trade secret law, (g) data protection law, and (h) any other statutory provisions, common law principle or principle of law under any jurisdiction in the world that provides protective or other intellectual property rights.

1.19 **"Machine Learning Output"** means all learnings, trained algorithms, trained models, optimizations, predictions, patterns, and other output generated by employing artificial intelligence techniques (including machine learning), to the extent the foregoing are generated in connection with the provision of the Services to, or the use of the Services by or on behalf of, Buc-ee's, including all encodings and derivatives thereof.

1.20 **"Party"** means Buc-ee's or Supplier singularly, collectively, "Parties".

1.21 "**Personal Information**" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including without limitation: (a) name, postal address, email address, telephone number, or other contact information; (b) government-issued identification numbers (such as a Social Security, driver's license, license plate numbers, or passport number); (c) financial account, payment card, or transaction information; (d) vehicle identification or license plate information; (e) online or device identifiers, IP address, or precise geolocation data; and (f) any other information defined as "personal information," "personal data," or a similar term under any applicable data protection laws.

1.22 **"Price(s)" or "Charges"** means the amounts, rates, arithmetical value derived from a formula or calculation, or any combination thereof, to be paid by Buc-ee's to Supplier for Software and Services, as described in a Purchase Order or Statement of Work.

1.23 **"Purchase Order"** means an order to purchase Services submitted by Buc-ee's to Supplier.

1.24 **"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 Personal Information, 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 Personal Information.

1.25 **"Service(s)"** means the Software and any and all other services performed under this Agreement, including any ancillary implementation, maintenance, and support services, as may be more particularly described in a Purchase Order or a Statement of Work.

1.26 **"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 RTO (as defined herein) established for the Services.

1.27 **"Service Level(s)"** means a metric to measure the performance of the Software and Supplier's provision of Services. The Service Levels applicable to the Software are attached hereto as Exhibit A, which is attached hereto and hereby incorporated by reference.

1.28 **"Software"** means the software-as-a-service (SaaS) provided under this Agreement.

1.29 **"Specifications"** means the technical specifications, design characteristics, functions, features, performance, and operating characteristics specified in the applicable SOW or otherwise mutually agreed by Supplier and Buc-ee's.

1.30 **"Statement of Work"** or **"SOW"** means a document which describes specific Services to be provided by Supplier to Buc-ee's.

1.31 **"Subcontractor"** means 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.

1.32 **"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.

1.33 **"Update"** means any Error Correction, bug fix, enhancement, maintenance release, upgrade, improvement, modification, extension, new version, or successor or replacement product of or to any component of the Services.

1.34 **"Usage Data"** means all data (including metadata) collected, generated or derived by Supplier or any Supplier Personnel from use of the Services by or on behalf of Buc-ee's, including navigational, transactional, processing, billing, computer (such as IP address and browser), demographical, statistical, and other analytical data. Usage Data also includes metadata, data that describes, identifies, or provides information about other data, files, systems, or transactions, including without limitation data relating to the configuration, use, performance, or operation of the Services (such as log files, usage statistics, system event data, error reports, timestamps, IP addresses, device or browser identifiers, and similar technical or operational data).

2. SERVICES

2.1 Statements of Work

(a) Supplier will provide the Services, including any ancillary implementation, maintenance and support Services, described in a written Statement of Work or Purchase Order, which has been fully executed by Supplier and either Buc-ee's or a Buc-ee's Affiliate. Each SOW will include, at minimum: (i) a unique name or number; (ii) a contact for each Party; (iii) detailed descriptions of the Services, Specifications and other technical requirements, and Acceptance Criteria; (iv) the Prices for the Services; (v) any additional Service Levels; and (vi) Supplier primary facilities and backup facilities from where the Services will be performed.

(b) Absent the execution of an SOW, these Terms and Conditions do not, in and of themselves, represent a commitment by Buc-ee's to order, receive, or pay for any Services. All SOWs or Purchase Orders executed hereunder will be a part of these Terms and Conditions as if fully included within its body. Except as otherwise provided in this Agreement, Supplier is responsible for providing all software, tools, and supplies that are required to perform the Services. Buc-ee's may terminate this Agreement, or any portion thereof, at any time and Supplier's sole and exclusive remedy is payment for the Service received and accepted by Buc-ee's prior to termination.

(c) If any services, functions, or responsibilities that are not specifically described in the SOW or Purchase Order are reasonably required for the proper performance and provision of the Services, such services, functions and responsibilities will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the SOW (i.e., they will be provided at no additional charge to Buc-ee's other than the Charges permitted under the applicable SOW or Purchase Order).

2.2 Software

(a) Supplier hereby grants to Buc-ee's and its Affiliates a non-exclusive, worldwide right and license to access and use the Software, including all Updates for the duration of the term set forth in the applicable SOW or Purchase Order. This right extends to use by Buc-ee's business units, divisions, Affiliates, agents, consultants, and other business partners to the extent contemplated by Section 2.5

(b) The Software will include the following functionality: (i) prevent access to the Software by any unauthorized user; (ii) promptly restrict and remove users from having access to the Software; (iii) store Buc-ee's Data (without restriction on storage capacity) logically separated from any data of Supplier's other customers; (iv) make Buc-ee's Data (other than Usage Data and Machine Learning Output) available to authorized users in real-time, immediately after inputting or uploading, and allow them to interrogate and download it; and (v) create and maintain backups and logs of Buc-ee's Data in a manner and frequency that meets Buc-ee's reasonable requirements.

(c) Supplier will implement and configure the Software in the relevant online operating environment and complete the same by the implementation date set out in the applicable SOW. 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 necessary for Buc-ee's to fully utilize the Services.

(d) Supplier will provide all necessary training in the operation and use of the Services.

(e) Supplier will provide support and maintenance in respect of the Services in accordance with Exhibit A (Service Level Agreement).

2.3 Updates

(a) Supplier will promptly make available to Buc-ee's all Updates issued generally by Supplier to its customers or users of the Services and such Updates as are needed to ensure the Services' continued compliance with the requirements of this Agreement and all Applicable Laws. Supplier will provide Buc-ee's with at least ten (10) days' prior 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) for a minimum period of two (2) years or as long as Supplier offers Support to any other customer, whichever is longer, the production major version immediately preceding the then-current production major version of the Software. 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 Services and 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 result in any material loss or degradation of the performance, security, functionalities, capabilities, or features of the Services or Software as set forth in the Documentation and applicable SOW or Purchase Order.

(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 Services and Software, the renamed, reintroduced, or newly introduced service or product will be considered to be the Services and Software, and Buc-ee's will be granted the right to use such service or product hereunder.

2.4 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 Services of the type described in this Agreement. Buc-ee's may contract with other suppliers for the procurement of comparable services.

2.5 Affiliates

Supplier acknowledges and agrees that although the Services under this Agreement will be deemed to be provided to Buc-ee's, the Services may be received, accessed, and used by Buc-ee's and its Affiliates, business units, divisions, partnerships, joint ventures, agents, consultants, and other business partners.

2.6 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 after Buc-ee's request, Supplier will provide Buc-ee's with an estimate of the impact, if any, of such requested change on (a) the Charges, (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 will become effective only if signed by both Parties. A Change Order may not modify these Terms and Conditions, which may be modified only as set forth herein.

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 performs the Services. Unless otherwise set forth in a Statement of Work or a Purchase Order, 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 Exhibit A (Service Level Agreement) and the applicable SOW or Purchase Order.

(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 to by Buc-ee's, Supplier will implement and report its progress against at intervals

agreed to 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 all other 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 Exhibit A (Service Level Agreement) or the applicable SOW or Purchase Order. 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 a penalty or 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.

4.2 Time of Performance

Supplier will perform the Services diligently and in accordance with any timeframes set forth in the applicable SOW or Purchase Order. Supplier will maintain an online status page that provides information regarding the availability of the Services, any planned outages, Updates, releases, and changes. If Supplier does not maintain such a status page, Supplier will send alert notifications regarding the availability of the Services, any planned outages, Updates, releases, and changes to Buc-ee's. Supplier agrees that i) access to Supplier's status page will be provided to all users of the Services, and ii) users will have the ability to subscribe to specific service alerts, if Supplier provides such alerts. Supplier will promptly notify Buc-ee's upon becoming aware of any outages, downtime or Service Disruption, 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) 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.

(b) Supplier will use due care while using any assets of Buc-ee's provided to Supplier and shall only use such assets as necessary to perform 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 Supplier Quality Assurance

In performing the Services, Supplier will follow quality assurance and improvement procedures and best practices to validate that the Services are performed with a high degree of professional quality and reliability. Supplier will adhere to the highest fiduciary standards, ethical practices, and standards of care and competence in the performance of Services hereunder.

4.5 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.

4.6 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 (and will cause its Subcontractors and Supplier Personnel to) comply with all Applicable Laws in its performance hereunder, including Applicable Laws relating to privacy, data security, financial controls, export and import control, anti-kickback, anti-bribery, fair labor, antitrust, money laundering, racketeering, health and safety (e.g., pandemic-related), telemarketing, and economic sanctions programs, as such Applicable Laws may change from time to time. **SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BUC-EE'S GROUP FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF SUPPLIER'S FAILURE TO COMPLY WITH THIS SUBSECTION.**

(c) Supplier will bear the risk of and have financial responsibility for any change in Applicable Laws applicable to its (or its Subcontractors') business or the performance of its obligations under this Agreement.

4.7 Business Continuity and Disaster Recovery

(a) Supplier shall implement and maintain a comprehensive enterprise-wide written document that details procedures developed and maintained in readiness to guide its 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 (a "**Business Resiliency Plan**"). Upon written request, Supplier will provide Buc-ee's, within ten (10) Business Days of such request, with (i) a current copy of its Business Resiliency Plan, and (ii) results of any testing of the elements of the Business Resiliency Plan, including testing dates, a list of all of the Supplier systems and applications that were tested, and the original testing recovery time objective ("**RTO**") and final recovery time actuals ("**RTA**") for all items tested.

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 to perform 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.

5.2 Subcontracting

(a) Supplier may subcontract performance of Services only: (i) as expressly provided in an SOW or Purchase Order, 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 Confidential Information to a Subcontractor unless such Subcontractor has agreed in writing to protect the confidentiality of 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 all duties and responsibilities of Supplier under this Agreement to the Subcontractor, including, but not limited to, insurance requirements, data privacy and security requirements, PCI DSS requitements, and Buc-ee's right to audit.

(b) 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 this Agreement.

(c) Any subcontracting in violation of this Section 5.2 by Supplier will be deemed a material breach of these Terms and Conditions.

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 applicable Acceptance Criteria, as determined in accordance with the Acceptance Process set forth in Section 6.2 below.

(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 Acceptance Process

(a) When Supplier has completed implementation of the Services, Buc-ee's may perform an operational test reasonably acceptable to Buc-ee's to verify that the Services function properly. Supplier will notify Buc-ee's in writing when such Services are ready for testing. The acceptability of any Services will be based on Buc-ee's determination that the Services either (i) meet the applicable Acceptance Criteria in all material respects, or (ii) if there are no Acceptance Criteria specified, meet Buc-ee's reasonable satisfaction.

(b) When Services provided to Buc-ee's for review are 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 any Services, including through the lapse of time or the use of such Services by Buc-ee's.

(c) If Buc-ee's determines that the Services deviate in any material respect from the Specifications, Acceptance Criteria, or performance requirements, or otherwise fail to pass applicable 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 Services to Buc-ee's for re-testing.

(d) Buc-ee's will have a reasonable additional period of time after receipt of the corrected Service 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 Services contain any Defect after the second round of tests, Buc-ee's may (i) require Supplier to continue revising and correcting the Services as described in Section 6.2(d), or (ii) reject the Services, receive its money back for the Services and any other Services that are of diminished value to Buc-ee's as a result of the rejection, or terminate these Terms and Conditions, any SOW, or any Purchase Order with no termination-related fee or further financial obligations, and receive a refund of any prepaid Charges. The remedies described in this Section are in addition to, not in lieu of, all other remedies available to Buc-ee's at law and in equity.

6.3 Deliverable 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 these Terms and Conditions, any impacted SOW, or Purchase Order, in whole or in part, and receive a prompt refund of all Charges for the portion of the SOW or Purchase Order 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. The remedies described in this Section are in addition to, not in lieu of, all other remedies available to Buc-ee's at law and in equity.

7. PRICING; INVOICING AND PAYMENT; TAXES; AND AUDIT

7.1 **Pricing.** Prices for Services shall be at the rates and amounts established in a Statement of Work or Purchase Order. The Price, discounts, terms, and conditions for the Services 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 adjust the Price, discounts, terms, 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-ee'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 Charges (if any) will be invoiced upon Acceptance of the applicable Software or Services. Recurring Charges will be invoiced annually in advance (unless otherwise provided in the applicable SOW or Purchase order) commencing from the date that (1) Buc-ee's is given access to the Software; and (2) Buc-ee's Accepts the Software. 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) set forth in an applicable SOW or Purchase Order and listed on an 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. Supplier shall provide Buc-ee's with duly authorized payment instructions. If these Terms and Conditions, any SOW, or any Purchase Order expires or is terminated for any reason, Supplier will refund to Buc-ee's, within thirty (30) days after the effective date of expiration or termination, (i) the pro rata portion of any prepaid recurring Charges attributable to the period after that date, and (ii) any prepaid Charges for Services not yet performed as of that date. If Buc-ee's continues to use the Software or Services under Section 13 (Disengagement Assistance), the pro rata refund will be calculated from the last day of that continued use. Buc-ee's may set off any refund amount that Supplier has not paid when due against any amounts Buc-ee's owes Supplier. This Section does not limit any greater refund to which Buc-ee's is entitled under this Agreement, including under Sections 6.2(e), 6.3(d), and 14.2.

7.3 **Disputed Charges.** If Buc-ee's in good faith disputes any Charges included on a Supplier invoice, Buc-ee's will notify Supplier of the disputed Charges in writing on or before the payment due date and may withhold payment of

the disputed Charges pending resolution of the dispute. Pending settlement or resolution of any dispute with respect to Charges, 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 Charges.

7.4 **Taxes and Fees.** To the extent Supplier is required under Applicable Law to collect sales, use, local, state, federal, or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added tax (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 applicable Taxes 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. Supplier is solely responsible to remit any applicable taxes on Services and Charges directly to the appropriate taxing authority. **SUPPLIER WILL INDEMNIFY, DEFEND AND HOLD BUC-EE'S GROUP HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, FINES, PENALTIES, INTEREST, LATE FEES, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), COST OR LIABILITY BUC-EE'S GROUP 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 five (5) 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 SOW or Purchase Order:

8.1 **Authority**. Supplier has the requisite corporate power and authority and the right to (1) enter into these Terms and Conditions and each SOW and Purchase Order; and (2) perform the Services thereunder.

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, and Documentation, and ii) any other standards that are set forth in the applicable SOW. 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;

(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. 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 Intellectual Property or other proprietary rights; (ii) could cause, or be interpreted or asserted to cause, any 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 this Agreement.

8.3 Compliance with Applicable Laws

(a) The Services and Supplier's performance hereunder will comply with all Applicable Laws;

(b) As applicable, Supplier shall comply with all laws related to consumer subscription agreements, consumer notice requirements, capturing and retaining affirmative consent, SMS text messages, promotional/marketing correspondence (including the TCPA and CAN-SPAM and similar state laws), ADA compliance, and simple subscription cancellation. **SUPPLIER AGREES TO INDEMNIFY AND HOLD BUC-EE'S GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT RELATE TO SUPPLIER'S FAILURE TO COMPLY WITH THE TERMS OF THIS SECTION.** The Parties acknowledge that compliance with this Section may include Supplier collecting contact information of Buc-ee's customers. Supplier represents and warrants that it shall use said contact information only to perform its obligations under this Agreement and for no other purpose unless directed to do so by Buc-ee's in writing. Supplier shall promptly and reasonably cooperate with Buc-ee's, at Supplier's expense, in responding to any consumer data request, complaint, chargeback or payment dispute, or inquiry, investigation, or proceeding by any governmental authority, payment card network, acquiring bank, or payment processor that relates to the Services.

(c) As applicable, Supplier represents and warrants that any data provided by Supplier hereunder ("Supplier Provided Data") has been collected in accordance with Applicable Laws, including all data privacy and security laws, and that Supplier has the right to provide Supplier Provided Data to Buc-ee's and has obtained all necessary permissions for Buc-ee's to utilize the Supplier Provided Data as contemplated by this Agreement.

8.4 Non-infringement

(a) The Software, Deliverables, Services, Documentation, 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, Deliverables, Documentation, 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.

8.5 Interoperability. Any Software, Deliverables, Documentation, Updates, and materials provided by Supplier under this Agreement 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.

8.6 PCI Compliance

As applicable, Supplier will, and will ensure all Subcontractors and other third parties that perform any portion of the Services hereunder governed by PCI DSS ("**PCI DSS Subcontractors**") 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 ("**PCI DSS**"). Supplier acknowledges responsibility for the security of any cardholder data it or its PCI DSS Subcontractor stores, processes, or transmits on Buc-ee's behalf, and for the security of any Supplier-controlled webpage or system that could otherwise impact the security of Buc-ee's cardholder data environment, including any webpage hosting or framing a third-party payment page.

8.7 Malicious Code

(a) The Services will not contain any viruses, malware, trojan horses, worms, time bombs, or other harmful or malicious code, files, scripts, agents, or programs ("Malicious Code") and Malicious Code will not be coded or introduced into Supplier systems or Buc-ee's systems to which Supplier is given access. If the Services contain Malicious Code or Malicious Code is introduced into Buc-ee's systems, 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. The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies available to Buc-ee's at law and in equity;

(b) Supplier systems (and any third-party systems that store 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; and

(c) None of the Services contain any code or protocol that would: (i) permit the surreptitious monitoring of the use or operation of any Services or system; or (ii) disable or impair any 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.

8.8 Work Standards

(a) All Services will be rendered promptly, diligently and efficiently, in a competent and workmanlike manner, in accordance with high professional standards;

(b) Supplier Personnel will be qualified to perform the tasks and functions that they are assigned; and

(c) Supplier will provide sufficient resources to reasonably meet deadlines and timetables set forth in a given SOW.

In the event of a breach of any of the warranties in this Section 8, in addition to any other remedies that may exist in law or in equity, Buc-ee's may require re-performance of the applicable Services at Supplier's expense.

9. CONFIDENTIAL INFORMATION; SECURITY BREACH; INTELLECTUAL PROPERTY; DATA; PUBLICITY; AND 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 use to 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 Personnel 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, order, 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 continue for the term of any SOW or a Purchase Order and for three (3) years after the termination of either such agreement, except that with respect to trade secrets and Personal Information, the confidentiality obligations shall last for as long as such Confidential Information qualifies as a trade secret or Personal Information.

9.2 Security; Security Breach.

(a) Supplier will implement and maintain physical, technical and operational measures under a written information security program (a) reasonably designed to (i) ensure the security, integrity, and confidentiality of Buc-ee's Data; (ii) protect against any threats or hazards to the security, integrity, or confidentiality of Buc-ee's Data; and (iii) protect against any unauthorized access to, use of, or alteration to Buc-ee's Data, internally or externally; and (b) that complies with any additional mutually agreed upon security-related requirements. Supplier's security procedures will, at all times during the term of an SOW or Purchase Order,

(i) comply with all Applicable Laws, (ii) meet or exceed the 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, and (iii) in no event offer less protection than that which Supplier affords to its own confidential information and materials.

(b) Supplier shall complete and return to Buc-ee's a security questionnaire provided by Buc-ee's (the "**Security Questionnaire**") on an annual basis, within thirty (30) days of each anniversary of these Terms and Conditions becoming effective. Buc-ee's may update, revise, or replace the Security Questionnaire at any time in its sole discretion, and Supplier shall complete and return the then-current version of the Security Questionnaire in connection with each annual submission required under this Section. Notwithstanding the foregoing, following any Security Breach, Supplier shall complete and return the then-current Security Questionnaire within ten (10) days of Buc-ee's written request, in addition to (and without limiting) any other notification or remediation obligations Supplier owes under this Agreement in connection with such Security Breach.

(c) In addition to the above, Supplier will provide within ten (10) Business Days of Buc-ee's request i) internal and external independent audit reports, including SSAE 18 (or such standards as may be issued in the future in replacement thereof), SOC 1, SOC 2, and SOC 3 (or such types as may be issued in the future in replacement thereof); ii) any assurances and evidence of information security methodology, such as, but not limited to an independent audit report prepared by a nationally recognized auditor opining on the design, effective operation and continuity of control procedures associated with the processing of Buc-ee's Data and the Services; and iii) security reports (or an alternate document acceptable to Buc-ee's). In addition, Supplier will, within ten (10) Business Days of Buc-ee's request, make available to Buc-ee's all information in Supplier's or its Subcontractors' possession or control that is necessary to demonstrate Supplier's compliance with its obligations under this Agreement and Applicable Laws relating to data privacy and Personal Information, including, as applicable, Supplier's privacy policies and procedures, records of processing activities, a current list of Subcontractors that process Personal Information, and records of Supplier's handling of consumer requests under Section 9.4(e).

(d) Upon discovery or notification of any actual or potential 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, or the general public of such Security Breach, and the implementation of the remediation plan.

(e) In addition to the above, Supplier shall notify Buc-ee's immediately, and in no event later than twenty-four (24) hours after Supplier becomes aware of any actual or suspected unauthorized access to, or compromise of, cardholder data, or any other security incident affecting Supplier's or any of its PCI DSS Subcontractors' systems that could impact the security of cardholder data collected hereunder, and shall cooperate fully, and cause its PCI DSS Subcontractors to cooperate fully, with Buc-ee's and any payment card network, acquirer, or forensic investigator in connection with any resulting investigation. Upon request of Buc-ee's, Supplier shall supply, and shall cause its PCI DSS Subcontractors to supply, Attestations of Compliance, Self-Assessment Questionnaires, and vulnerability scan or penetration test results. Nothing in this Section limits Supplier's indemnity obligations under Section 14.1, Supplier's notification, investigation, and remediation obligations under this Section 9.2, or any other right or remedy of Buc-ee's under this Agreement, each of which applies in addition to, and is not superseded by, this Section.

(f) Upon the occurrence of a Security Breach, Supplier shall pay or reimburse Buc-ee's on demand for, all reasonable expenses arising from or relating to such Security Breach, including, without limitation:

(i) fees and costs of a forensic investigation firm engaged to determine the scope, cause, and impact of the Security Breach;

(ii) the cost of notifying affected individuals, regulators, and other parties as required under Applicable Laws, including drafting, printing, and mailing costs and the operation of a call center;

(iii) the cost of credit monitoring, identity theft protection, and identity restoration services for affected individuals for a period of not less than twenty-four (24) months;

(iv) the fees of outside legal counsel engaged by Buc-ee's in responding to the Security Breach;

(v) public relations and crisis communication costs reasonably incurred in responding to the Security Breach;

(vi) card network fees, assessments, fines, card reissuance costs, and any other fees for costs imposed on Buc-ee's by any payment card network or issuing bank, and the fees of any PCI Forensic Investigator (PFI) engaged in connection with the Security Breach;

(vii) fines and penalties imposed on Buc-ee's by any governmental or regulatory authority as a result of the Security Breach, to the extent permitted by applicable law; and

(viii) Buc-ee's internal costs (including personnel time at a reasonable hourly rate) reasonably incurred in investigating, remediating, and responding to the Security Breach.

(g) The obligations in Section 9.2(f) above are direct payment obligations of Supplier to Buc-ee's for Buc-ee's losses and expenses, and are independent from and in addition to Supplier's indemnification obligations hereunder, and apply regardless of whether any third party asserts a claim against Buc-ee's.

(h) Supplier shall not notify any affected individual, regulator, law enforcement agency, or other third party, or make any public statement, regarding a Security Breach without Buc-ee's prior written consent, unless independently required to do so by Applicable Laws, in which case Supplier shall provide Buc-ee's advance notice of and a reasonable opportunity to comment on the content and timing of any such disclosure, to the extent legally permitted.

(i) Notwithstanding the foregoing, nothing herein will be construed as limiting Buc-ee's right to recover damages in connection with any actual or potential Security Breach 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 these Terms and Conditions, an SOW, or Purchase Order without penalty in the event of a Security Breach.

(j) Buc-ee's, or a third party designated by Buc-ee's, may, upon reasonable prior written notice and during Supplier's normal business hours, conduct audits and assessments of Supplier's systems, and practices relevant to the Services, including those related to the storage, processing, or transmission of Buc-ee's Data. Supplier shall reasonably cooperate with such audits, including by providing access to relevant personnel, systems, facilities, and documentation, and shall promptly remediate any material deficiencies identified. Buc-ee's shall not exercise this right more than once per calendar year absent a suspected or actual Security Breach, in which case Buc-ee's may conduct additional audits as reasonably necessary. For avoidance of doubt, this security audit right is in addition to, and not in lieu of, any other audit rights set forth in this Agreement.

9.3 Intellectual Property.

(a) Buc-ee's retains all right, title, and interest in and to Buc-ee's 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. Unless expressly stated

otherwise in an SOW, any new Intellectual Property produced by the Software or otherwise for or at the request of Buc-ee's pursuant to a SOW ("New IP") is solely work made for hire for Buc-ee's and shall be and remain the property of Buc-ee's. To the extent New IP does not qualify as a work for hire, Supplier irrevocably assigns, in each case without additional consideration, all right, title, and interest throughout the world in and to such New IP to Buc-ee's, Ltd. or any designee Buc-ee's, Ltd. may at its discretion elect. Any New IP shall be included in the definition of Buc-ee's Intellectual Property. Notwithstanding the foregoing, to the extent necessary to provide the Services Buc-ee's may purchase from Supplier, Buc-ee's grants a limited license to Supplier to design or manufacture, or both, Software bearing or incorporating Buc-ee's Intellectual Property; provided, however, that such grant to Supplier is a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use the necessary portion of such Intellectual Property, determined in Buc-ee's sole discretion, solely for the purpose of producing the Services for 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. Supplier shall not acquire a proprietary or other interest of any kind in Buc-ee's Intellectual Property or any other product-specific logos, slogans, or other intangibles. All use of Buc-ee's 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 Buc-ee's Intellectual Property, (ii) do anything inconsistent with Buc-ee's ownership of Buc-ee's Intellectual Property, or (iii) use any intellectual property that is substantially similar to the Buc-ee's 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 Buc-ee's Intellectual Property or Buc-ee's rights in Buc-ee's Intellectual Property. Supplier shall execute and deliver such additional documents, instruments, 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 Affiliates and its and their employees, agents, contractors, 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.

(b) Unless otherwise stated in an SOW, the pre-existing Software, including all modifications, enhancements, updates, upgrades, and derivative works thereof (except as otherwise set forth in Section 9.3(a) above), shall be and remain the sole and exclusive property of Supplier. Buc-ee's shall not reverse engineer, decompile, or disassemble the Software.

9.4 Data.

(a) Ownership and Use. Buc-ee's retains ownership and control of Buc-ee's Data. Supplier may use Buc-ee's Data, including anonymized or aggregated 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, including in an anonymized or aggregated form, without Buc-ee's prior written consent in each instance.

(b) Personal Information. Supplier shall not share, retain, use, or disclose Personal Information for any purpose other than performing its obligations under this Agreement, and shall not combine Personal Information with information received from any other source.

(c) Location and Storage. All Buc-ee's Data shall be stored, processed, and accessed within the United States unless Supplier obtains Buc-ee's express prior written permission to store Buc-ee's Data elsewhere.

(d) Retention. Upon Buc-ee's written request, expiration or termination of this Agreement, or at such earlier time as any Buc-ee's Data is no longer necessary for Supplier to perform its obligations under this Agreement, Supplier shall, at Buc-ee's election, promptly return to Buc-ee's or securely destroy all Buc-ee's Data (including all copies thereof) then in its possession or control, or in the possession or control of any of its Subcontractors, and shall certify such return or destruction in writing to Buc-ee's within ten (10) Business Days thereafter; provided that Supplier may retain Buc-ee's Data to the extent, and only for so long as, required by Applicable Laws, in which case Supplier shall continue to protect such retained Buc-ee's Data in accordance with the terms of this Agreement and shall securely destroy it promptly once the applicable legal retention requirement no longer applies.

(e) Assistance with Consumer Requests. Supplier shall, upon Buc-ee's request and within the period Buc-ee's specifies, assist Buc-ee's in responding to any request from an individual to access, correct, delete, port, or restrict the processing of Personal Information, or to opt out of its sale or sharing.

(f) Permitted Subcontractors. Supplier represents and warrants that it will contractually require all Subcontractors who will have access to Buc-ee's Data hereunder to comply with, and be subject to, all terms related to Confidential Information, PCI DSS compliance, and Buc-ee's Data set forth in these Terms and Conditions.

(g) Segregation of Buc-ee's Data. Supplier shall maintain Buc-ee's Data in a manner that is logically segregated from the data of Supplier's other customers and from Supplier's own internal data and shall not commingle Buc-ee's Data with such other data. Supplier shall implement and maintain administrative, physical, and technical safeguards designed to (i) identify Buc-ee's Data as belonging to Buc-ee's, (ii) prevent unauthorized access to or disclosure of Buc-ee's Data by or to any other customer of Supplier or any unauthorized third party, and (iii) ensure that Buc-ee's Data can be accurately and completely located, extracted, and returned or destroyed independently of any other customer's data upon request or upon termination or expiration of this Agreement. Supplier shall not use, process, or store Buc-ee's Data in a shared database, table, or storage environment with data belonging to any other customer unless such data is logically partitioned in a manner that prevents cross-access. Supplier's compliance with this Section shall be subject to verification as part of, and using the audit rights and procedures set forth herein.

(h) Data Protection Assessments. Supplier shall, upon Buc-ee's request, provide the information and assistance reasonably necessary for Buc-ee's to conduct and document any data protection assessment required by Applicable Laws.

9.5 **Publicity and Use of Marks.** Supplier shall not announce 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. 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. USAGE DATA AND MACHINE LEARNING OUTPUT

10.1 **Title**. Buc-ee's will have exclusive title and ownership rights, including all intellectual property rights, throughout the world, in all Usage Data and Machine Learning Output. To the extent that such rights may not originally vest in Buc-ee's, Supplier hereby irrevocably assigns to Buc-ee's all such rights in the Usage Data and Machine Learning Output. Buc-ee's Usage Data and Machine Learning Output will be deemed to be Buc-ee's Confidential Information, and subject to the confidentiality requirements outlined in Section 9.

10.2 **Machine Learning Systems**. Supplier shall not, and shall not permit any third party (including any Subcontractor) to, (i) use Buc-ee's Data to train, fine-tune, develop, or improve any artificial intelligence or machine learning system, or (ii) input, upload, or otherwise make Buc-ee's Data available to any artificial intelligence or machine learning system, tool, or service, unless Buc-ee's has first provided an express written acknowledgment, signed by an authorized Buc-ee's representative, approving that specific feature. Supplier shall disclose to Buc-ee's, in writing, any artificial intelligence or machine learning feature that processes or is capable of processing Buc-ee's Data before enabling that feature for Buc-ee's, including whether Buc-ee's Data would be used to train or improve any underlying model. Any written acknowledgment under this Section applies only to the specific feature identified and does not waive this Section as to any other or future feature. Any violation of this Section shall be deemed a material breach of this Agreement.

10.3 **Usage Data**. Supplier will not, without Buc-ee's prior written consent, capture any Usage Data, except to the extent strictly necessary for the purpose of performing Supplier's obligations under the applicable SOW or Purchase Order or as otherwise expressly set out in a SOW or Purchase Order. Buc-ee's grants to Supplier a limited, revocable, non-transferrable, non-sublicensable, non-exclusive license to use Buc-ee's Usage Data and Machine Learning Output (if any) solely for the purpose of performing Supplier's obligations under such SOW. Supplier will: (i) not dispose of, distribute or share with any third party, or otherwise exploit the Usage Data or Machine Learning Output (or any part

of them); (ii) not assert any lien or other right over any Usage Data or Machine Learning Output; and (iii) provide Buc-ee's with a log of the Usage Data as reasonably requested by Buc-ee's from time to time.

11. LAWS AND REGULATIONS

11.1 **Compliance**. Supplier shall comply with all Applicable Laws and maintain all permits, licenses, or other authorizations necessary to carry out its obligations under this Agreement. 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 GROUP FOR ANY CLAIMS ARISING FROM SUPPLIER'S FAILURE TO COMPLY WITH THIS SECTION 11.1.** 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.

12. INSURANCE

In support of its indemnity obligations under this Agreement, and not as an obligation separate or independent therefrom, Supplier shall procure and maintain throughout the term of an SOW or a Purchase Order, as applicable, at its sole expense, policies of insurance for commercial general liability (including product and completed operations, personal injury, contractual liability coverage, independent contractor, and premises damage liability) with a minimum of $1,000,000 each occurrence; $1,000,000 general aggregate limit and $1,000,000 products and completed operations aggregate limit written on an occurrence form; cyber liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate, covering claims arising from data breaches, unauthorized access to or disclosure of confidential or personal information, network security failures, PCI DSS violations, and privacy violations, including coverage for breach notification costs, credit monitoring, forensic investigation, and regulatory fines and penalties to the extent insurable by law; and $1,000,000 in professional errors and omissions insurance. Aggregate limits shall apply on an annual basis. To the extent any of the foregoing coverages (including cyber liability and professional errors and omissions insurance) are written on a claims-made basis, Supplier shall maintain such coverage, or purchase an extended reporting period (tail coverage) providing equivalent coverage, for not less than three (3) years following the expiration or termination of this Agreement or the applicable SOW or Purchase Order. Such insurance can be any combination of primary or umbrella/excess. If Supplier's employees, agents, or subcontractors enter Buc-ee's premises for any purpose relating to this Agreement, Supplier will also have each of the following insurance policies in minimum limits of $1,000,000: (1) workers' compensation and employers' liability insurance per accident/occurrence for bodily injury and property damage; and (2) auto liability with $1,000,000 per accident for bodily injury and property damage limits for each accident, including owned, non-owned and hired vehicles. 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 Supplier may obtain. The insurance required herein shall (a) provide that defense costs will not apply against coverage limits; (b) contain a waiver of subrogation in favor of Buc-ee's; (c) provide that such insurance is primary, non-contributory, and not excess coverage; (d) provide coverage for claims occurring worldwide; and (e) name Buc-ee's as additional insured, or, as to worker's compensation, an alternate employer. Additional insured coverage must be under or as broad as that afforded under ISO Form CG 20 10 11 85. Alternatively, CG 20 10 Edition Dates 10 93, 03 97, or 10 01 are acceptable but endorsement CG 20 37 10 01 must be added. Supplier's coverage shall include contractual liability sufficient to cover Supplier's indemnity obligations under this contract. Each insurance policy shall be issued by a company with an AM Best's Rating of A-XII or better and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after sixty (60) days prior written notice shall have been given to Buc-ee's by the insurance carrier(s). Supplier shall furnish Buc-ee's evidence of such required insurance promptly after execution of this Agreement as well as upon request by Buc-ee's. Buc-ee's reserves the right to require complete and certified copies of all such insurance policies at any time (including, without limitation, the additional insured and waiver of subrogation provisions or endorsements). By requiring the insurance as set out, Buc-ee's does not represent that coverage and limits will necessarily be adequate to protect Supplier, and nothing contained herein obligates Buc-ee's to purchase or obtain any insurance of any kind. Supplier shall furnish proof of renewal at least fifteen (15) days prior to expiration of any policy of insurance required hereunder. Failure to maintain insurance shall constitute an event of default of these Terms and Conditions. Supplier represents and warrants

that it shall contractually require any and all of its subcontractors to carry insurance in the amounts set forth in this Section.

13. DISENGAGEMENT ASSISTANCE

Upon expiration or termination of these Terms and Conditions, an SOW, or a Purchase Order for any reason, as applicable, Buc-ee's will, at Buc-ee's option, have a reasonable period of time, not to exceed eighteen (18) 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 Prices agreed to by the Parties before the expiration or termination of the applicable SOW or Purchase Order. 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 a Purchase Order or an SOW for cause, in which case Supplier will provide the incremental resources without charge.

14. INDEMNIFICATION; INFRINGEMENT CLAIM

14.1 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 THIS AGREEMENT, THE SERVICES, THE DOCUMENTATION, ANY DELIVERABLE, THE SOFTWARE, OR ANY ACT OR OMISSION OF SUPPLIER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR 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; VIOLATION OF THE PCI DSS OR BREACH BY SUPPLIER (OR ITS SUBCONTRACTOR) OF ANY PCI DSS REQUIREMENTS SET FORTH HEREIN; SUPPLIER'S BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN; OR ANY CLAIM THAT ANY SOFTWARE, DELIVERABLE OR SERVICES FURNISHED BY OR ON BEHALF OF SUPPLIER, OR THE USE THEREOF BY BUC-EE'S, IN WHOLE OR IN PART CONSTITUTES, CONTRIBUTES TO, OR INDUCES AN INFRINGEMENT, MISAPPROPRIATION OR UNLAWFUL USE OR DISCLOSURE OF A THIRD PARTY'S INTELLECTUAL PROPERTY (AS DESCRIBED IN SECTION 14.2). 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 14.1. THE INDEMNITIES SET FORTH IN THIS SECTION 14.1 SHALL APPLY REGARDLESS OF WHETHER THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY, OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), ACTION OR INACTION, 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.

14.2 Effect of an Infringement Claim. In the event of any Claim that any Software, Deliverable(s), Documentation, works, information, material(s) 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, at Buc-ee's option, 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) allow Buc-ee's to terminate the applicable Purchase Order or Statement of Work, and in the event of such termination, Supplier will refund all paid Charges to Buc-ee's. The remedies set forth in this Section are in addition to, not in lieu of, all other remedies available to Buc-ee's at law and in equity.

15. LIMITATION OF LIABILITY

15.1 **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.**

15.2 **Liability Cap. BUC-EE'S GROUP'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF, OR IN ANY WAY RELATING TO THIS 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.**

16. GENERAL

16.1 **Headings.** The headings, subheadings, and captions used in these Terms and Conditions are for convenience purposes only and shall not affect in any way or be used to construe the meaning or interpretation of these Terms and Conditions.

16.2 **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.

16.3 **Non-Waiver.** A waiver by either Party of the breach or violation of any provision of this Agreement or a failure to insist upon strict performance of any of the provisions contained in this Agreement shall not diminish either Party's right to full performance thereafter nor operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

16.4 **Specific Performance.** Any breach of this Agreement may result in irreparable damage to Buc-ee's for which Buc-ee's may not have an adequate remedy at law. Buc-ee's may seek, without any requirement to post a bond or other security (a) a decree or order of specific performance to enforce the performance of any covenants or obligation under this Agreement; or (b) an injunction restraining such breach or threatened breach. The remedies provided in this Section 16.4 shall be cumulative of all of Buc-ee's rights and remedies at law or in equity.

16.5 **Non-solicitation.** Buc-ee's and Supplier acknowledge and agree that during the term of an SOW or a Purchase Order, as applicable, 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.

16.6 **Force Majeure.** Neither Party shall be considered in breach of this Agreement if prevented from performing due to a Force Majeure.

16.7 **Assignment.** Supplier may not assign this Agreement, or any rights or interest herein, without the prior written consent of Buc-ee's. Supplier shall promptly provide Buc-ee's written notice of any change in ownership. Buc-ee's may assign this Agreement, or any of its rights or obligations hereunder, at any time.

16.8 **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. The rights and obligations of the Parties under this Agreement shall not be governed by the

provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended, modified, supplemented, or superseded. Any action or proceeding arising out of or relating to this Agreement or any SOW shall be brought in the 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.

16.9 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 THIS AGREEMENT. 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.

16.10 Notices. Any notice, request, demand or other communication required or permitted hereunder to Buc-ee's shall be in writing and, unless otherwise set forth herein, shall be sufficiently made or given when delivered personally, or on the date of mailing if sent via registered mail or other traceable delivery, postage prepaid, addressed to Buc-ee's at the address below. A copy of all notices to Buc-ee's must also be sent by email to legal@buc-ees.com. Oral notice is not effective. Buc-ee's relies on strict compliance with this provision to ensure notification reaches persons in authority and the Parties agree no substantial compliance is acceptable.

To Buc-ee's at:
Buc-ee's, Ltd.
General Counsel
11200 W. Broadway, Suite 2350
Pearland, TX 77584

Unless Supplier provides an address to Buc-ee's for notice to Supplier, Buc-ee's will provide all notices to Supplier's employee or representative or as required by law.

16.11 Entire Agreement; Disclaimer of Reliance; and Modification. These Terms and Conditions, any SOW, or Purchase Order, together with any specifications and documents attached to an SOW or a Purchase Order, and herein incorporated by reference, 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. In entering into an agreement with Buc-ee's, including a Purchase Order or an SOW, Supplier is relying solely upon Supplier's own independent knowledge, understanding, and investigation, and has not relied upon any promises, statements, representations, covenants, or warranties, whether written or oral, express or implied, made by Buc-ee's, that are not expressly stated in this Agreement. Supplier agrees that Buc-ee's had no duty to make any disclosures. Supplier hereby waives, releases, and disclaims any right or ability to seek to revoke, rescind, vacate, or otherwise avoid the operation and effect of this Agreement based on any alleged fraudulent inducement, misrepresentation, or material omission by Buc-ee's. No agreement or understanding modifying this Agreement, either before or after the execution hereof, shall be binding upon Buc-ee's unless in writing and signed by a Buc-ee's representative listed in Section 16.14.

16.12 Order of Precedence. In the event of a conflict between the terms of these Terms and Conditions, an SOW, or a Purchase Order, the terms of the agreements below shall control in the order in which they are listed: (a) these Terms and Conditions; (b) an SOW; and (c) a Purchase Order. Any additional, contrary, or different terms contained in any of Supplier's confirmations, click through terms, invoices, or other communications, and any other attempt by Supplier to modify, supersede, supplement, or otherwise alter this Agreement, are deemed rejected by Buc-ee's.

16.13 Consideration, Acknowledgement, and Acceptance. The Parties agree that the consideration and obligations recited and provided for under this Agreement collectively constitute substantial benefits to both Parties and are, therefore, adequate consideration for this Agreement. Buc-ee's may revise and post updates to these Terms and Conditions, from time to time, and all SOWs and Purchase Orders will be subject to the most recently posted version of these Terms and Conditions. Supplier shall be deemed to have accepted these Terms and Conditions, unless Buc-ee's and Supplier have both executed a separate written contract which governs the purchase of Software or Services.

16.14 Authority. Buc-ee's only authorized representatives for: (i) changes to Prices or (ii) changes to this Agreement are: Scott Carpenter, Jeff Nadalo, or Joe O'Leary. Officers of Buc-ee's can also be authorized representatives on the condition precedent that Supplier obtain written confirmation of authority before execution by emailing legal@buc-

ees.com. Supplier's representative is the person executing an agreement on behalf of Supplier. Supplier understands Buc-ee's is relying on this representation in entering any agreement with Supplier.

16.15 **Survival.** Any provision of this Agreement that by its nature or terms is intended to survive, or that is needed to enforce rights or obligations arising before termination or expiration, will survive the termination or expiration of these Terms and Conditions, any SOW, or any Purchase Order, whatever the reason. Without limiting the foregoing, Sections 7.3 through 7.5, 8, 9, 10, 12, 13, 14, 15, and 16 will survive. Termination or expiration will not relieve either Party of any obligation or liability that accrued before termination or expiration.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Additional Definitions

(a) "***Availability***" means the percentage of time for which the Software is deemed fully available and usable, calculated per month.

(b) "***Downtime***" means any period of time, other than any period of Scheduled Maintenance, in which the Software is not fully available and usable.

(c) "***MRC***" means those Charges that are monthly recurring Charges or, if any Charges are payable annually in advance, the equivalent of $1/12^{th}$ of such charges.

(d) "***Scheduled Maintenance***" means (i) any pre-planned maintenance that Buc-ee's is notified of at least thirty (30) days in advance and which Buc-ee's has expressly approved; or (ii) is carried out outside of Buc-ee's business hours (unless Buc-ee's agrees otherwise) in the place where the Services are received and which does not exceed five (5) hours, in aggregate, per calendar month.

(e) "***Severity Level***" means the classification that denotes the severity of an Error.

(f) "***Support Request***" means a notification by or on behalf of Buc-ee's of the occurrence of an Error or to request some other technical support in relation to the Software.

(g) "***Workaround***" means any temporary workaround, patch or bypass to temporarily correct the relevant Error, provided that functionality, compatibility, or use is not adversely affected and the Workaround is not unduly burdensome to Buc-ee's.

2. Availability

(a) Availability Service Level. Supplier will meet or exceed an Availability Service Level of 99.99%.

(b) Availability Calculation. Availability will be calculated using the following formula:

$$\text{Availability (\%)} = \frac{(T - D)}{T} \times 100 \qquad \text{or in words (\%)} = \frac{\text{Total number of usable minutes}}{\text{Total minutes}}$$

Where:

T = Total number of minutes in the relevant calendar month

D = Total amount of Downtime (in minutes) for the relevant calendar month

Example:

T = 43,200 minutes (in a 30-day month)

D = 60 minutes

$$\text{Availability (\%)} = \frac{(43{,}200 - 60)}{43{,}200} \times 100 = 99.861$$

(c) Availability Service Level Credits. Buc-ee's will be entitled to Service Level Credits for any failure of Supplier to meet the relevant Availability Service Level as set out in the following table:

Actual Availability	Service Level Credits
<99.99 - ≥99.5%	15% of MRC
<99.5 - ≥99.0%	20% of MRC
<99.0%	25% of MRC

It will be deemed a material breach by Supplier if the Availability Service Level is 99.75% or less three (3) times in a rolling six (6) month period.

3. Support and Maintenance

(a) Scheduled Maintenance. Supplier will perform routine and preventative maintenance of the Software and, unless otherwise expressly agreed with Buc-ee's, will do so only during periods of Scheduled Maintenance.

(b) Support Requests. Buc-ee's may place Support Requests via Supplier's helpdesk, which will be contactable using the telephone and email contact details that Supplier will provide to Buc-ee's prior to commencement of the Services.

(c) Severity Levels. Severity Levels will be assigned by Buc-ee's, acting reasonably, when placing the relevant Support Request, in accordance with the following criteria:

Severity Level	Criteria
Severity 1 Error	Includes all of the following: (a) the Software is unavailable, in whole or in material part; (b) an Error prevents or materially impairs Buc-ee's ability to process transactions, dispense fuel, or otherwise conduct business at any Buc-ee's location; (c) a Security Breach has occurred; or (d) Buc-ee's Data has been lost, corrupted, or subjected to unauthorized access, in each case regardless of whether a temporary Workaround exists, unless such Workaround fully restores all affected functionality without imposing additional burden or cost on Buc-ee's.
Severity 2 Error	An Error that materially impairs a significant function of the Software, causes materially degraded performance of the Software, or renders the Software unavailable at any single Buc-ee's location, whether or not a Workaround exists.
Severity 3 Error	An Error that impairs a non-critical function of the Service, for which a Workaround is available and Buc-ee's business operations are not materially affected.
Severity 4 Error	A cosmetic defect, documentation error, general inquiry, or enhancement request with no impact on Buc-ee's business operations.

(d) Severity Level Designation. Buc-ee's shall have the right to determine the applicable Severity Level for each reported issue at the time of submission. Supplier may propose a different Severity Level but may not unilaterally reclassify or downgrade an issue without Buc-ee's written agreement. If the Parties disagree on the applicable Severity Level, the higher Severity Level shall govern until the dispute is resolved.

(e) Remote Access. Supplier will not access, or attempt to access, any Buc-ee's system, except as expressly authorized by Buc-ee's in writing in advance. With such authorization (which may be revoked by Buc-ee's at any time), Supplier may connect remotely to the authorized system(s) solely for the purposes and duration of Error diagnosis and correction. Supplier will ensure that all such access will be only through Buc-ee's security gateways or firewalls, and in conformity with Buc-ee's IT security policies and procedures. If access to any system involves access to software licensed from a third party, Supplier will comply with all license restrictions applicable to such software, as notified to Supplier by Buc-ee's. Supplier will not remove from any system, or retain a copy of, any data or information obtained from, or as a result of access to, such system and will not disable or interfere with Buc-ee's or any user's use of any system.

(f) Support Response. Upon receipt of a Support Request, Supplier will promptly:

(i) allocate a unique Support Request ticket;

(ii) acknowledge receipt of the Support Request (via telephone or email) and notify Buc-ee's of the ticket reference allocated;

(iii) commence diagnosis and correction of the relevant Error; and

(iv) complete the same (by way of implementation of an Error Correction or Workaround), all as soon as possible and, in any event, in accordance with the relevant timeframe (depending on the Severity Level) set out in Section 3(j) below.

The activities in (i), (ii), and (iii), collectively, constitute a response to the relevant Support Request and are all required for such Support Request to be deemed to have been responded to. If the Support Request relates to a Severity 1 or 2 Error, Supplier will additionally notify Buc-ee's of the engineer assigned to the Support Request who will undertake corrective maintenance in an expeditious manner, keep Buc-ee's advised of progress (including the steps taken to correct the Error) and the expected time for correction of the Error, and notify Buc-ee's of completion of the same. Supplier may request that Buc-ee's provide additional information that is reasonably necessary to diagnose and correct the relevant Error.

(g) Workarounds. Notwithstanding the availability of a Workaround, Supplier will continue to work to correct the Error permanently.

(h) Error Escalation. If the relevant Error has not been corrected (by way of implementation of an Error Correction or Workaround) within the relevant timeframe (depending on the Severity Level) set out in Section 3(j) below, Supplier will escalate the Error immediately to one of Supplier's senior engineers, who will continue corrective maintenance in an expeditious manner, keep Buc-ee's apprised of progress (including the steps taken to correct the Error) and the expected time for correction of the Error, and notify Buc-ee's of completion of the same.

(i) Support Request Summary. Within ten (10) days after the last day of each month, Supplier will provide Buc-ee's with a complete summary of all Support Requests and any other issues, questions, or requests communicated by Buc-ee's to Supplier's helpdesk or other support or escalation channel. Such summary will include ticket reference, summary, description, severity, status, date opened, resolution utilized, and (if available) date closed.

(j) Support and Maintenance Service Levels. Supplier will ensure its provision of support and corrective maintenance meets the Service Levels set out in the following table:

Severity Level	**Response time***	**Status update frequency**	**Time to correct Error***
Severity 1 Error	30 minutes	Every 30 minutes	4 hours
Severity 2 Error	60 minutes	Every 60 minutes	8 hours
Severity 3 Error	4 hours	As appropriate	24 hours
Severity 4 Error	8 hours	As appropriate	10 Business Days

*Calculated from time the relevant Support Request was placed or the time Supplier discovered, or should have discovered, the Error.

(k) Support and Maintenance Service Level Credits. Buc-ee's will be entitled to Service Level Credits for any failure of Supplier to meet the relevant Service Level for correcting a Severity 1, 2 or 3 Error as set out in the following table:

Actual time to correct Error*	**Service Level Credits**
2 hours past the relevant Service Level	10% of MRC
4 hours past the relevant Service Level	20% of MRC
6 hours past the relevant Service Level	25% of MRC

*Calculated from time the relevant Support Request was placed or the time that Supplier discovered, or should have discovered, the Error.

(l) Material Service Level Breach. It will be deemed a material breach if Supplier fails to: (i) meet the relevant Service Level for correcting a Severity 1 or 2 Error on two (2) or more occasions during any consecutive six (6) month period; or (ii) correct a Severity 1 or 2 Error within seventy-two (72) hours of the relevant Support Request being placed.