Sovos Partner Stack Agreement

This Solution Provider - Embedded Attachment (this "**Attachment**") establishes the general terms and conditions that govern your access to and use of certain Software and/or Services as identified on the applicable Order and is an agreement between the applicable Sovos Contracting Party ("**Sovos**") specified on the applicable Order and you or the entity you represent ("**you**", "**your**", "**Customer**", or "**Partner**").

Please read this Agreement carefully before commencing use of the Software and/or Services. This Agreement takes effect when you click an **accept button or checkbox, if this option is made available to you, by signing or accepting an Order, upon acceptance of a Partner Authorization, or when you use any of the Software and/or Services (the "Effective Date"). By doing any of these you accept and agree to be bound and abide by this Agreement**. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and your affiliates to these terms and conditions. **If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and you may not use the Software and/or Services**.

Sovos may modify this Agreement (including any Data Sheets and Policies) at any time by posting a revised version on the Sovos Site. By continuing to use the Software and/or Services, after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Sovos Site regularly for changes to this Agreement. If you object to posted changes, please contact Sovos in writing before continuing use of the Software and/or Services.

This Agreement is written in English and may be translated into various languages for informational purposes only. In the event of any inconsistency, discrepancy or conflict between the translation and English-language version, the English-language version shall prevail in determining the intent and meaning of this Agreement.

1. **Definition**.
"**Access**" means, for the Cloud Solution, remotely connecting to Software via the URL provided by Sovos, and for the On-Premise Solution, via installed media delivered to Customer via electronic means or via courier.

"**Affiliate**" means an entity controlling, controlled by or under common control with a party to the Agreement where control means the ownership or control, directly or indirectly, of more than 50% of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"**Cloud Solution**" means the hosting, management and operation of the Software identified in the Order Form from server(s) located at Sovos' or its hosting provider's data center(s).

"**Data Sheets**" means the data sheet terms and conditions applicable to the Software and Services identified in an Order.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files, as updated and generally made available by Sovos from time to time, regarding the use of the Software.

"**EULSA**" means the Sovos End User License and Services Agreement. The current version of the EULSA is available on the Sovos Partner Portal at https://partners.sovos.com/prospect-pages/cllgprzmkdakkgmqjceqamohrironsnzq/.

"**Governing Laws**" and "**Governing Courts / Venues**" mean the laws and courts set out in the table below.

"**Metrics**" means the limitation on the usage of Software and/or Services designated and/or defined in the applicable Order.

"**On-Premise Solution**" means the hosting, management and operation of the Software identified in the Order from server(s) located at your data center.

"**Order**" means the process in which you place, accept, or pay for Software and Services, which may be through the execution or acceptance of an Order Form, accepting or paying an invoice through the Sovos platform, or through the continued use of the Software and Services.

"**Order Form**" means the document(s) associated with this Agreement that describes order-specific information such as description of Software, Services, Metrics, and fees.

"**Order Term**" is defined in Section 11.2.

"**Service Bureau**" means the use or operation of the Sovos Software and Services for the benefit of a third party.

"**Services**" means the Sovos professional, business process outsourcing, and/or other services identified in an Order or SOW.

"**Software**" means any software products made available by Sovos (including corresponding toolkits, any other programs made available by Sovos which are designed to operate with the Software, and any Documentation) as identified in an Order.

"**Sovos Data**" means any and all representations, facts, concepts, instructions, and other similar information and materials, including without limitation regulatory, sales, use, and/or value added tax information, non-wage income reporting information and compilations of such information, together with any updates thereof, generally released by and supplied by Sovos to you for use solely within the Software.

"**Sovos Site**" means https://sovos.com/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"**SOW**" is defined in Section 7.1.

2. **SUBSCRIPTION TERMS**

2.1. **Incorporation of Orders and Data Sheets**. You may procure Access to and use of Software only pursuant to validly executed Orders and then current and applicable Data Sheets.

2.2. **Rights Granted**. Subject to the provisions contained in this Agreement, including without limitation the restrictions set forth below and timely payment of the applicable fees, for the duration of the applicable Order Term, Sovos hereby grants you the non-exclusive, non-assignable, non-transferable, limited right to Access and use the Software solely in providing business process outsourcing services on behalf of Customer's Clients, as defined herein. Customer shall integrate the Software within its own software offering ("Customer Platform") solely for the benefit of its clients (hereinafter "Customer's Clients"), by way of business process outsourcing of the Software. Customer shall not (i) make any warranties or repreinsentations on behalf of Sovos to any of Customer's Clients, (ii) bind Sovos to any contract with Customer's Client, or (iii) sell Sovos Software or related Services directly to Customer's Clients, and only as integrated into Customer Platform. Any claims related to the Software, Services, and Sovos Data provided under this Agreement may only be brought by Customer and not directly by Customer's Clients. Software shall be provided as a Cloud Solution or as an On-Premise Solution, as set forth on the applicable Order. Customer's Clients may not act as a Service Bureau or electronic commerce server and shall only use the Software for their own internal business purposes. Customer shall defend, indemnify and hold Sovos harmless against any and all third party claims of liability (including but not limited to claims from Customer's Clients) arising from Customer's use of the Software for the purpose of processing data for Customer's Clients or from such party's receipt of Software output, including, but not limited to, e-invoicing processing and storage, forms and/or filing, or tax calculations. This section does not affect any of the other rights and remedies of the parties contained anywhere else herein. Customer shall ensure that it has an enforceable agreement with Customer´s Clients aligned and consistent with this Agreement, including but not limited to the applicable Order Form and Data Sheets, before using Software on behalf of Customer's Clients. In the event Customer's Client requires direct access to the Sovos Software or Services, the parties shall explicitly agree to such in the Order or otherwise in a mutually executed amendment hereto. In such event, Customer shall ensure each such Customer Client is bound by the terms and conditions of the EUSLA as defined herein.

2.3. **Restrictions on Use**. You shall not: (i) copy, resell, host, rent any Software or any performance or capacity statistics or the results of any benchmark test performed on the Software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, in whole or in part, or otherwise write or develop any derivative works based upon the Software, except as otherwise permitted in the applicable Data Sheet; or (iii) except as set forth in Section 2.2, use the Software to provide processing services to third parties or otherwise allow access to, provide, divulge or make available the Software to any user other than your employees and contractors who have a need to such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement.

2.4. **Affiliates**. You may authorize Access and use of the Software by an Affiliate, provided (i) such Affiliate is listed and identified in the Order Form ("**Authorized Affiliate**") and (ii) the combined use of the Software hereunder by you and your Authorized Affiliates shall in no event exceed the Metrics authorized under the applicable Order.

2.5. **Support Services**. Sovos will provide maintenance and support for the Software in accordance with then current Sovos Maintenance and Support Policy, and the Support Services Data Sheet, which shall be deemed as known by you and part of this Agreement. Such maintenance and support shall only be provided directly to

Customer. Customer is responsible for providing all support directly to Customer's Clients, unless agreed otherwise in writing by the parties.

3. **FEES, TAXES & PAYMENTS**

3.1. **General**. Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order or SOW, all recurring payment obligations start from the execution of the Order or SOW and amounts paid or payable for Software are not contingent upon the performance of any Services performed pursuant to an SOW. Unless otherwise specified in the Order or SOW, payment of all fees is due 30 days after the invoice date. Interest accrues on undisputed past due balances at the lesser of 1½% per month or the highest rate allowed by law. You shall reimburse Sovos for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Sovos under this Agreement.

3.2. **Taxes**. You shall be responsible for payment of all taxes (excluding those on Sovos' net income) relating to the provision of the Software and/or Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to Sovos to evidence your tax exemption status is provided by you to Sovos prior to the delivery of Software and/or Services. All fees are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed.

3.3. **Metrics**. You understand that your right to use the Software and/or Services is limited by the Metrics set forth in an Order. All fees are based on the Metrics purchased and the quantities of Metrics provided in the Order represent maximum amounts that you have committed to for the Term. There shall be no fee adjustments or refunds for any decreases in usage or Metrics during the Term. Unless the Order includes an overage rate, you will pay additional fees for any Metrics over the amount set forth in the Order at Sovos' then current rates.

3.4 Affiliate Commissions and Payment Timing.

Affiliate commissions, bonuses, challenge payments, or other partner payouts are subject to Sovos review, approval, and internal payment processing requirements. Approval of a commission, submission, challenge, or invoice within PartnerStack or any other partner platform does not guarantee immediate payment.

Approved payouts may require additional internal processing, including but not limited to invoice review, purchase order creation or validation, Accounts Payable processing, billing cycle alignment, tax documentation review, or other operational requirements. As a result, payout timing may vary and may extend beyond the estimated or standard payout date displayed in PartnerStack or otherwise communicated by Sovos.

Sovos will make commercially reasonable efforts to process approved partner payouts in a timely manner. Payment delays caused by internal billing workflows, platform processing requirements, manual invoice handling, incomplete partner information, tax documentation issues, banking delays, holidays, or other administrative requirements shall not constitute a breach of this Agreement, provided the approved payout remains in process.

Partners are responsible for ensuring that all required payment, tax, banking, and account information is complete, accurate, and current in PartnerStack or any other designated system. Sovos is not responsible for payment delays caused by incomplete, inaccurate, or outdated partner information.

4. **OWNERSHIP; INTELLECTUAL PROPERTY**

4.1. **Ownership and Proprietary Rights**. You own and shall own all rights to your data provided to or accessed by Sovos, including your data as processed or manipulated by Sovos in connection with the Software and/or Services. Except for the rights granted to you in this Agreement, you will have no interest in the Software. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Sovos Data, Software and/or Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Sovos. You may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any Software.

4.2. **Aggregated Data**. Sovos shall have a perpetual, irrevocable, worldwide right to use any de-identified and aggregated data that arises from use of the Software and/or Services by you, provided such data (i) is not identifiable to any person or entity and (ii) does not contain any of your Confidential Information.

4.3. **Intellectual Property Indemnity**. Subject to the remainder of this Section 4.3, Sovos shall at its expense, defend you in any suit or cause of action alleging that the Software as used in accordance with this Agreement infringes any copyright or patent of any third party and indemnify you for any damages awarded in any final judgment or settlement (including attorneys' reasonable fees and court costs to the extent that Sovos fails to promptly assume such defense) of such suit or cause of action. The foregoing obligations of Sovos are subject to the following requirements: you shall promptly notify Sovos of any and all such suits and causes of action but Sovos shall only be relieved of its indemnification obligations to the extent Sovos is actually prejudiced by your failure to promptly notify; and Sovos controls any negotiations or defense of such suits and causes of action and you provide reasonable assistance as requested by Sovos. If the Sofware is held or believed to infringe on copyright, or patent of a third party, Sovos may, in its sole discretion, (a) modify the Software to be non-infringing, (b) obtain for you a license to continue using the Software, or (c) if neither (a) nor (b) are practical in Sovos' sole judgment, terminate the affected license and return to

you the unused portion of any license fees paid for the affected Software. The foregoing obligations of Sovos do not apply to the extent that the allegedly infringing Software or portions or components thereof or modifications thereto result from (i) any change in the Software made by you or any third party for you, except applying approved patches and/or updates, (ii) your use of the Software except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by Sovos where absent such combination the Software would be non-infringing, (iii) Your use of other than the most current release of the Software that results in a claim or action for infringement that could have been avoided by use of the current release, provided that Sovos has supplied you with the most current release.

5. **CONFIDENTIALITY**

This Section 5 shall supersede all previous Nondisclosure/Confidentiality Agreements that may exist between the parties with respect to the subject matter of this Agreement. "**Confidential Information**" means any non-public financial, business and other information, in whatever form or medium, that is furnished, including technical data, software, source code, object code, specifications, pricing, know-how or business information specific to you or Sovos, which is marked as confidential or contains a similar legend or which, given the nature of the information and circumstances of disclosure, would reasonably be considered confidential. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights. Notwithstanding anything to the contrary herein, the Software shall not be deemed to have been placed in the public domain by Sovos for purposes of this Section 5. The receiver shall use the Confidential Information solely for the purpose of this Agreement and shall treat as confidential and shall not use, disclose or otherwise make available any Confidential Information to any person other than employees, consultants, agents, or contractors of the receiver or its Affiliates who have a specific need to know and are bound by terms of non-disclosure no less restrictive than this Agreement. This Section 5 will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure and will only disclose Confidential Information to the extent required by such order. The obligations of this Section 5 will survive termination for any reason for a period of five years. The parties agree that each party shall be entitled to seek and request the applicable injunctive relief, whether preliminary or not, or any other action or remedy to protect its interests under this Section 5, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties for breach of this Section 5.

6. **SECURITY**
6.1. **Sovos' Responsibility**. Unless specified in an Order Form, Sovos will comply with its then-current and published Sovos Security Schedule. To the extent not specifically addressed by the Security Schedule, Sovos will maintain safeguards and take commercially reasonable technical, physical and organizational precautions to ensure that your data is protected from unauthorized access and disclosure.

6.2. **Your Responsibility**. You will maintain commercially reasonable security procedures for the transmission of data to Sovos. You will notify Sovos promptly of any suspected security breach regarding transmissions to or from Sovos.

6.3. **Cloud Solutions**. To the extent that you use Software in Sovos' cloud environment, you will not: (a) intentionally breach or attempt to breach the security of the Software or any network, servers, data, computers or other hardware relating to or used in connection with the Software, or any third party that is hosting or interfacing with any part of the Software; or (b) use or distribute through the Software any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Software or the operations or assets of any other customer of Sovos or any third party. You will comply with the user authentication requirements for use of the Software. You will only permit authorized users to Access and use the Software. You are solely responsible for monitoring its authorized users' Access to and use of the Software. Any material failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by you. You must take all necessary steps, including providing prompt notice to Sovos, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

7. **SERVICES**
7.1. **Statements of Work**. Sovos will perform the Services for you either (i) identified in an Order, or (ii) for certain Services, described in one or more work orders or statements of work (collectively "**SOW**") as the parties may agree to in writing from time to time. Each SOW, once validly executed, shall become a part of this Agreement.

7.2. **Delivery of Services**. Sovos will deliver Services consistent with prudent merchant rules and applicable industry standards.

8. **COMPLIANCE WITH LAWS**
8.1. **General**. Each party shall at all times comply with all local laws, ordinances, regulations, and orders that are

applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

8.2. **Specific Commitments**. Notwithstanding anything in the Agreement to the contrary, and in lieu of any

conflicting provisions, each party shall comply with (i) all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010; (ii) all applicable anti-money laundering laws and regulations, including but not limited to the U.S. Money Laundering Control Act of 1986 and the U.K. Proceeds of Crime Act 2002; and (3) all applicable laws administered by the U.S. Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes (and you shall not directly or indirectly export, re-export, transfer, or otherwise deliver the Software and/or Services, or any portion of the Software and/or Services in violation of applicable economic sanctions or trade embargoes, or facilitate any transaction in violation of applicable economic sanctions or trade embargoes).

9. **DISCLAIMERS**

9.1. **No Tax or Legal Advice**. Sovos does not, and shall not be deemed to, provide tax or legal advice in providing the Software and/or Services. Sovos will use reasonable efforts to ensure that the Software and/or Services are current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by your qualified tax and legal professionals, you bear full responsibility to determine the applicability of the output generated by the Software and/or Services and confirm its accuracy. You are solely responsible for any liabilities, penalties, or interest arising from use of the Software and/or Services. You will not rely solely on its use of the Software and/or Services in calculating any taxes on fees owed or otherwise complying with any laws and governmental regulations.

9.2. **DISCLAIMER**. THE SOFTWARE AND/OR THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ASSUME THE SOLE RISK OF MAKING USE OF THE SOFTWARE AND/OR THE SERVICES SOVOS EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, (I) ANY WARRANTY THAT SOFTWARE AND/OR SERVICES ARE FREE OF ERRORS, OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED, (II) ANY WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE SOVOS DATA AND CALCULATIONS MADE BY THE SOFTWARE AND/OR SERVICES, (III) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE.

10. **LIMITATION OF LIABILITY**

10.1. **Limit on Monetary Damages**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SOVOS' TOTAL LIABILITY FOR ANY AND ALL DAMAGES IN CONNECTION WITH THIS AGREEMENT AND ANY ORDER MADE HEREUNDER, AND ALL SOVOS SOFTWARE AND/OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE RECURRING FEES PAID BY YOU TO SOVOS FOR THE SPECIFIC SERVICE OR SOFTWARE FROM WHICH SUCH CLAIM ARISES WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

10.2. **No Consequential Damages**. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SOVOS AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE DATA, LOSS OF DATA OR COST OF COVER) THAT CUSTOMER MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SOFTWARE AND/OR SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **TERM AND TERMINATION**

11.1. **Agreement Term**. The term of this Agreement shall commence on the Effective Date and shall continue until the expiration or termination of all Orders and SOWs, unless otherwise terminated earlier as provided hereunder.

11.2. **Order Term**. Sovos shall provide the Services and/or Access to the Software for the period specified in an Order ("**Order Term**"). After the first Order Term specified in the Order (the "**Initial Order Term**"), Software Access and/or Services shall automatically be renewed for successive periods of the Renewal Order Term specified in the Order (the "**Renewal Order Term**"), unless either party gives written notice of its intention to terminate the Order at least 45 days prior to the end of the Initial Order Term or any Renewal Order Term.

11.3. **Termination**. Either party may terminate this Agreement immediately upon written notice at any time if the other party: (i) commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure within 30 days of being notified in writing of such breach, except for breach of Section 3.1 of the Agreement which shall have a ten (10) day cure period; or (ii) ceases business operations; or (iii) becomes insolvent, generally stops paying its debts as they become due or seeks

protection under any bankruptcy, reorganization, liquidation, renegotiation, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). Sovos may suspend any or all

Services and Access to and use of the Software upon 10 days written notice to you in the event you are in material breach of this Agreement and has not cured such breach within the 10-day period. Sovos will reinstate Access to the Software and/or Services upon cure of the breach.

11.4. **Partial Termination**. Where a party has rights to terminate, such party may, at its discretion either terminate the entire Agreement or the applicable Order or SOW. Orders and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

11.5. **Survival**. Those provisions that by their nature are intended to survive termination of this Agreement shall so survive. Otherwise following termination, neither party shall be under any continuing obligation of performance pursuant to this Agreement.

12. **MISCELLANEOUS**
12.1. **General Provisions**. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. You agree that you have not relied on any oral or written representations made by Sovos in entering into this Agreement including, but not limited to, any representations regarding future functionality or features. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of you and Sovos shall be construed and enforced accordingly. Sovos may designate any of its Affiliates, an agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Sovos from responsibility for performance of its duties under the terms of this Agreement, provided that Sovos will be responsible for any act or omission of such Affiliate, agent or subcontractor, which, if taken by Sovos, would constitute a breach or violation of this Agreement. Any party hereto will be excused from performance under this Agreement (except for any obligations to make payment to the other party) for any period of time that the party is prevented from performing its obligations hereunder for any cause beyond the party's reasonable control, including but not limited to, an act of God, war, utility or telecommunication failures ("Force Majeure Event"). Both parties will use reasonable efforts to mitigate the effect of a Force Majeure Event. Sovos may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. You may not assign the Agreement, nor any of the rights or obligations under the Agreement, without the prior written consent of Sovos, such consent not to be unreasonably withheld. This Agreement does not confer any rights or remedies upon any person or entity other than Sovos and you and each party's respective successors and permitted assigns. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor and social security costs and expenses arising in connection therewith. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and Sovos, and shall be litigated exclusively at the Governing Courts/ Venues, and unless otherwise stated, are without recourse to arbitration. Applicability of the United National Convention on Contracts for the Sale of Goods is excluded.

12.2. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") shall be delivered as follows:

(a) **To you**: Sovos may provide any notice to you under this Agreement: (i) posting a notice on the Sovos Site; or sending a message to the email address then associated with your account. Notices we provide by posting on the Sovos Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you have actually received the email.

(b) **To us**: You shall deliver all Notices in writing and addressed to the Sovos Contracting Party at the address listed for the applicable Sovos Contracting Party in Exhibit 1 of the Partner Agreement. You shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by Sovos (ii) if you have complied with the requirements of this Section.

12.3. Customer shall include "Built on Sovos" branding within Customer Platform in all interfaces that integrate the

Sovos Software or provide the functionality thereof, as well as in all marketing material for such, in accordance with Sovos Brand Style Guide.

12.4. **Order of Precedence**. To the extent of any conflicting terms and conditions, the order of precedence shall be as follows: (i) this Agreement, (ii) a Data Sheet, (iii) an Order Form or Order, and (iv) an SOW, except where the Order Form, Order or SOW expressly states the intent to supersede a specific portion of the Agreement.

12.5 Partner Communications and Escalation Path.
Partner agrees that all communications related to the Sovos partner program, including but not limited to commission inquiries, payout timing, program requirements, content submissions, challenge approvals, account status, or program participation, must be directed through the designated Sovos partner program contact, PartnerStack messaging, or another communication channel expressly identified by Sovos.

Partner shall not contact Sovos executives, employees, departments, customers, vendors, affiliates, or other personnel outside the designated partner program communication channels regarding partner program matters unless expressly authorized in writing by Sovos. This includes, but is not limited to, outreach regarding payout timing, commission disputes, program participation, or dissatisfaction with program administration.

Sovos reserves the right to restrict communications, suspend participation, withhold approval of future submissions, or remove Partner from the partner program if Partner bypasses designated communication channels, engages in inappropriate escalation, sends repeated or disruptive communications, makes personal attacks against Sovos personnel, or otherwise acts in a manner that Sovos determines, in its sole discretion, is unprofessional, disruptive, harassing, or harmful to Sovos, its employees, its affiliates, or the partner program.

Nothing in this section limits Partner's right to provide formal legal notice in accordance with the Notice provisions of this Agreement.

13. **SOVOS CONTRACTING PARTY SPECIFIC TERMS**

You agree to the following modifications to the Agreement that apply to your Sovos Contracting Party as described below:

13.1 EMEA

a) Germany

If the applicable Sovos Contracting Party is **Sovos Compliance GmbH**, the parties agree as follows:

(i) The following clause supersedes and replaces Section 9.2 (DISCLAIMER):
"**9.2 Material Effect**. The parties are aware that no software is free of errors. A defect shall be deemed to exist only if the Software, when used in accordance with this Agreement, fails to perform as specified in the functional description and this has a material effect on its suitability for the contractually agreed use."

(ii) The following clause is added after Section 9.2 (DISCLAIMER):
"**9.3 Exceptions**. No claims of the Customer shall exist
a) in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of the usability of the Software,

b) in case of defects caused by non-compliance with the conditions of use provided for the Software,

c) in case of incorrect operation by the Customer,

d) in the event of the use of hardware, software or other equipment not suitable for the use of the Software,

e) if the Customer does not report a defect immediately and Sovos was unable to remedy the defect as a result of the failure to report the defect immediately, or

f) if the Customer is aware of the defect upon conclusion of the contract and has not reserved his rights. Customer will duly inspect the Software functionalities upon being granted access."

(iii) The following sentences supersede and replace Section 10 (Limitation of Liability):
"**10.1 Liability**. Sovos shall be liable for damages arising from injury to life, limb or health, based on an intentional or grossly negligent breach of duty by Sovos or based on a lack of guaranteed performance characteristics, as well as without limitation under the Product Liability Act.

10.2 Material Contractual Obligations. In the event of a breach of material contractual obligations, Sovos shall be liable for the typically foreseeable damage, as long as this is not a case specified in Section 10.1. Material contractual obligations are those which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfillment of which the respective other party may rely.

10.3 Foreseeable Damages. Notwithstanding anything to the contrary contained in this Agreement, the typically foreseeable damage and thus the liability according to Section 10.2 in connection with this Agreement, any Order Form made hereunder, and all Sovos Software and/or the Services, regardless of the form of action, shall not exceed the greater of (i) ten thousand Euros (€10,000.00) or (ii) the fees paid by Customer to Sovos for the specific Services / Software from which such claims arise within the twelve (12) month period preceding the claim.

10.4 Exclusion of Further Claims. Any further claims for damages shall be excluded. Sec. 536a Abs. 1 German Civil Code shall not apply.

10.5 Loss of Data. Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk.

10.6 Employees. The above liability rules shall apply mutatis mutandis to the conduct of and claims against employees, legal representatives and vicarious agents of Sovos.

10.7 Time Limit. All claims against Sovos arising from contract, tort or otherwise on the basis of lost profit or wasted expenditure shall become statute-barred after a period of one year. This does not apply to liability based on intent or gross negligence, liability for personal injury or liability under the Product Liability Act. Section 199 (1) of the German Civil Code shall apply.

10.8 Attributable Fault. Customer will be responsible for any act or omission of its Affiliates or Customer's Clients and any fault shall be attributed to the Customer as its own fault."

b) Sweden

If the applicable Sovos Contracting Party is **TrustWeaver AB**, the parties agree as follows:

(i) The following clause supersedes and replaces section 10.1(Limit on Monetary Damages): "**10.1 Limit on Monetary Damages**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SOVOS' TOTAL LIABILITY FOR ANY AND ALL DAMAGES IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM MADE HEREUNDER, AND ALL SOVOS SOFTWARE AND/OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE GREATER OF (I) TEN THOUSAND EUROS (€10,000.00) OR (II) THE FEES PAID BY CUSTOMER TO SOVOS FOR THE SPECIFIC SERVICE OR SOFTWARE FROM WHICH SUCH CLAIM ARISES WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. IN NO EVENT SHALL SOVOS BE LIABLE FOR CLAIMS, LOSSES AND DAMAGES, INCLUDING PENALTIES AND/OR INTEREST, DUE TO THE ACTIONS OF THIRD PARTIES NOT UNDER SOVOS' CONTROL."

"15. **Arbitration**. Any and all disputes, controversies or claims arising from or in connection with this Agreement (including the breach, termination or validity thereof), other than those arising under Section 3.1(Fees, Tax and Payment: General), shall be finally and exclusively settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in effect at the time of the filing of the arbitration request ("Rules"), except as modified herein, by one arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Buenos Aires, Argentina. The arbitration shall be held, and the award shall be rendered, in the Spanish language. The award of the arbitration will be final and binding upon the parties."

(i) The following clause is added after Section 14:
"15. **Arbitration.** Any dispute or disagreement or controversy or discrepancy, other than those arising under Section 3.1(Fees, Tax and Payment: General), derived from or related to the execution, interpretation, enforcement or termination of this agreement, including this arbitration clause, shall be settled in a definitive manner by binding and confidential arbitration in law by an arbitration tribunal composed of three members, conducted in Spanish language, that will take place in Lima pursuant to the Law of Arbitration enacted by Legislative Decree 1071 and governed by the Regulations of the Center of Arbitration of the Chamber of Commerce of Lima, to which norms, administration and decision the parties unconditionally submit."

14. **DATA PRIVACY ADDENDUM ("DPA")**. In the course of providing the Software and Services to you pursuant to this Agreement, Sovos and its Affiliates may Process Personal Data on behalf of you, and the parties agree to comply with the provisions with respect to any Personal Data, each acting reasonably and in good faith, located at https://sovos.com/software-and-services-terms/data-privacy/.