

MID-SERV SOLUTIONS LLC

MERCHANTS TERMS AND CONDITIONS 2026

BEFORE YOU USE THE MID-SERV SOLUTIONS MARKETPLACE, PICKUP, STOREFRONT, MID-SERV SOLUTIONS DRIVE, SELF-DELIVERY, OR ANY OTHER MID-SERV SOLUTIONS PRODUCT OR SERVICE PLEASE READ THESE TERMS OF SERVICE ("TERMS OF SERVICE") CAREFULLY. BY EXECUTING THE SIGN-UP SHEET WITH MID-SERV SOLUTIONS OR USING THE PLATFORM, YOU, ANY ENTITIES THAT YOU REPRESENT AS STATED IN THE SIGN-UP SHEET AND ALL OF YOUR PARTICIPATING MERCHANT LOCATIONS ("YOU" OR "MERCHANT") AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN ADDITION TO THE TERMS ON YOUR SIGN-UP SHEET OR STOREFRONT ORDER ADDENDUM. MID-SERV SOLUTIONS MAY REVISE THESE TERMS FROM TIME TO TIME. WE WILL NOTIFY YOU OF MATERIAL REVISIONS VIA A SERVICE NOTIFICATION OR AN EMAIL TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT. BY CONTINUING TO ACCESS OR USE THE SERVICES AFTER THOSE REVISIONS BECOME EFFECTIVE, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

SECTION 13 (GOVERNING LAW & DISPUTE RESOLUTION) OF THE TERMS OF SERVICE CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 13 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 13 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

BY ENTERING INTO THESE TERMS OF SERVICE WITH MID-SERV SOLUTIONS , YOU AGREE TO COMPLY WITH APPLICABLE LOCAL LAWS AND GUIDELINES. ADDITIONALLY, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE WAIVING YOUR RIGHTS AND OPTING OUT OF FEE LIMITS UNDER CERTAIN LAWS. THESE RIGHTS AND YOUR WAIVER(S) ARE DESCRIBED BELOW IN SECTION 7.

These Terms of Service, together with the Sign-Up Sheet, the applicable Product Addenda, and other attachments or exhibits hereto, (the “**Agreement**”) between MID-SERV SOLUTIONS and Merchant is effective as of the date that you enter into the Sign-Up Sheet with MID-SERV SOLUTIONS . In the event of a conflict between any of the terms in this Terms of Service, a Product Addendum, and/or the Sign-Up Sheet, the conflict will be construed in the following order of precedence: 1) Section 15 (Additional Terms for Non-Enterprise Merchants), 2) Product Addenda, 3) any other term in these Terms of Service, 4) Sign-Up Sheet.

- **PREAMBLE.** MID-SERV SOLUTIONS provides a suite of products, services, and technology solutions to enable merchants to grow their businesses, including online marketplace(s), white label fulfillment, demand generation, certain promotions or marketing services, and warehousing, among others. Merchants are restaurants, grocery stores, and/or businesses that sell products to consumers. MID-SERV SOLUTIONS and Merchant wish to enter into a partnership pursuant to the terms set forth in this Agreement. Merchant may opt into certain MID-SERV SOLUTIONS Products by entering into the applicable Product Addendum. This Agreement applies to all Merchant Locations owned or operated by Merchant, unless excluded in an attached exhibit or mutually agreed in writing. For Merchants operating a franchisee or similar structure, please refer to Section 14.12.
- **OPERATING PROCEDURES.**

2.1. MID-SERV SOLUTIONS Responsibilities. MID-SERV SOLUTIONS will perform the obligations listed in the applicable Product Addenda.

2.2. Merchant Responsibilities. Merchant will: (a) perform the obligations listed in the applicable Product Addenda; (b) notify MID-SERV SOLUTIONS of its days and hours of operation, including on holidays; and (c) notify relevant Merchant Location staff members of the relationship with MID-SERV SOLUTIONS , and train staff members on receiving and fulfilling MID-SERV SOLUTIONS Orders as soon as practicable upon execution of this Product Addendum and on an ongoing basis.

2.3. Malware. Each Party agrees not to perform any action with the intent of introducing to the other Party’s systems, products or services (including the applicable MID-SERV SOLUTIONS Product and/or Merchant Application) any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.

2.4. Hours of Operation. MID-SERV SOLUTIONS will only accept Orders during the operating hours for the applicable MID-SERV SOLUTIONS Product, which may vary by Merchant Location and will be separately communicated to Merchant.

2.5. Delivery Areas. To ensure delivery quality, MID-SERV SOLUTIONS will only accept Orders to be delivered within a certain preset delivery area.

2.6. Modifications. MID-SERV SOLUTIONS reserves the right, at its sole discretion, to change, suspend, or discontinue any MID-SERV SOLUTIONS Product (including the availability of any feature or content) or Merchant Location at any time. Merchant shall not list or include any Merchant Products or Locations that subject MID-SERV SOLUTIONS to undue regulatory risk, health and safety risk, or other liability. Any such Merchant Products or Locations are subject to removal by MID-SERV SOLUTIONS . If applicable, MID-SERV SOLUTIONS may, at its sole discretion, remove any Merchant virtual brand concept from the MID-SERV SOLUTIONS

Product, if MID-SERV SOLUTIONS determines that such virtual brand concept does not meet and maintain certain eligibility requirements as communicated by MID-SERV SOLUTIONS, provided, however, that MID-SERV SOLUTIONS shall use commercially reasonable efforts to inform Merchant of such removal.

2.7. Redelivery. Orders requiring redelivery due to Merchant's error, including Merchant Personnel providing an incorrect or incomplete Order to the Contractor, are subject to Fees as an additional delivery.

- **PAYMENTS.** Merchant agrees to pay the Fee(s) as agreed in the Product Addendum and as described in the Rate Card for the applicable MID-SERV SOLUTIONS Product. Except as expressly set forth in this Agreement, each Party is responsible for its own costs. Merchant agrees to communicate to MID-SERV SOLUTIONS any Dispute, disagreement, or issue with a transaction, Fee, or Order, including those made in connection with fraudulent transactions or payments, within fourteen (14) days of the applicable transaction, Fee, or Order.
- **TAXES.** Merchant is responsible for all taxes, duties, and other governmental charges on the sale of Merchant Products under this Agreement, and remitting such taxes, duties, and other governmental charges to the appropriate authorities. In many jurisdictions, MID-SERV SOLUTIONS may be required to collect sales, use or similar taxes from the Customer and remit such taxes directly to the tax authority. In such jurisdictions, MID-SERV SOLUTIONS will inform Merchant that MID-SERV SOLUTIONS will remit any applicable taxes to the tax authority and MID-SERV SOLUTIONS will be relieved of any responsibility to remit such applicable taxes to Merchant. Additional terms related to the Parties' respective tax obligations may be set forth in the applicable Product Addendum.
- **LICENSE.**
 - 5.1. Use of MID-SERV SOLUTIONS Products.** During the Term, MID-SERV SOLUTIONS grants to Merchant a non-exclusive, royalty-free, non-assignable, non-transferable, non-sub-licensable, revocable, limited, and fully paid-up license to access the MID-SERV SOLUTIONS Product solely to transmit information to facilitate deliveries or pick up in accordance with the terms of this Agreement. MID-SERV SOLUTIONS owns and retains all rights, title, and interest in MID-SERV SOLUTIONS IP.
 - 5.2. MID-SERV SOLUTIONS Product Restrictions.** Merchant will not and will not permit or authorize any third party to: (a) sell, license, rent, resell, lease, assign (except as permitted herein), transfer, or otherwise commercially exploit the MID-SERV SOLUTIONS Product; (b) circumvent or disable any security or other technological features or measures of, or otherwise gain or attempt to gain unauthorized access to the MID-SERV SOLUTIONS Product; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure, or organization of the MID-SERV SOLUTIONS Product unless such actions are authorized by compulsory provisions of applicable law; (d) use the MID-SERV SOLUTIONS Product in any manner or for any purpose that violates any Law; and (e) use the MID-SERV SOLUTIONS Product for a reason other than as specifically provided or intended under this Agreement (which includes the applicable Product Addendum).

5.3. Merchant Content and Trademark; Photographs of Merchant Products.

5.3.1. Merchant grants to MID-SERV SOLUTIONS a royalty-free, non-exclusive, limited, revocable, and non-transferable right and license to use and display the Merchant Content in the provision of services to Merchant, including, where applicable, listing Merchant as a merchant on the MID-SERV SOLUTIONS Product, referencing Merchant as a MID-SERV SOLUTIONS partner, promoting MID-SERV SOLUTIONS 's products and services, and sharing Merchant Content with third parties, including third party services which enable MID-SERV SOLUTIONS Customers to access MID-SERV SOLUTIONS Products (including its web pages) for Orders.

5.3.2. If photographs of Merchant Products are not available or if they do not meet MID-SERV SOLUTIONS 's requirements, as reasonably determined by MID-SERV SOLUTIONS , then Merchant consents to MID-SERV SOLUTIONS : (i) engaging a professional photographer to take photographs of Merchant Products or other products; (ii) enhancing the quality of Merchant's existing photographs; (iii) using stock photographs of the Merchant Products or other products; and/or (iv) using photographs from Merchant's website or social media channels, and displaying such photographs on the applicable MID-SERV SOLUTIONS Product as representations of Merchant Products; provided that Merchant may contact MID-SERV SOLUTIONS support to have such photographs removed from the Merchant's store listing and, in such event, MID-SERV SOLUTIONS will comply in a timely manner.

5.4. Goodwill. If Licensee, in the course of performing this Agreement, acquires any goodwill or reputation in any of the Marks, all such goodwill or reputation will automatically vest in Licensor: (a) when and as such acquisition of goodwill or reputation occurs; (b) at the expiration or termination of this Agreement; and (c) without any separate payment or other consideration of any kind to Licensee. Licensee agrees to take all such actions reasonably necessary to affect such vesting. Licensee will not contest the validity of any of the Marks or Licensor's exclusive ownership of them. During the Term, Licensee will not adopt, use or register, whether as a corporate name, trademark, service mark, or other indication of origin, any of the Marks or any word or mark confusingly similar to them in any jurisdiction. As it pertains to MID-SERV SOLUTIONS , MID-SERV SOLUTIONS 's parent company (if applicable) may be considered a "Licensor" hereunder.

5.5. Feedback. Merchant may provide MID-SERV SOLUTIONS with Feedback. Merchant hereby grants and agrees to grant MID-SERV SOLUTIONS all rights, title, and ownership of such Feedback on an unrestricted basis.

6. TERM AND TERMINATION.

6.1. Term. The Agreement will begin on the Effective Date and continue until terminated in accordance with this Agreement, or once all Product Addenda hereunder have terminated or expired, whichever is earlier.

6.2. Termination. Merchant may terminate this Agreement or any Product Addendum for any reason at any time upon seven (7) days' prior written notice to MID-SERV SOLUTIONS . MID-SERV SOLUTIONS may terminate this Agreement or any Product Addendum for any reason at any time upon written notice. Either Party may terminate this Agreement immediately, (a) in the event of a material breach by the other Party or (b) if the other Party ceases to do business, becomes insolvent, or seeks protection under

any bankruptcy or comparable proceedings. If either Party terminates the Agreement, all Product Addenda shall automatically terminate.

6.3. Survival. Sections 3 (Payments), 4 (Taxes), 5 (License), 6 (Term and Termination), 7 (Representations and Warranties), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Data Privacy and Security), 13 (Governing Law, Arbitration, Class Action Waiver), and 14 (Miscellaneous) and rights and obligations in this Agreement which, by their nature, should (or by their express terms do) survive or extend beyond the termination or expiration of this Agreement, shall so survive and extend.

7. REPRESENTATIONS, WARRANTIES, AND WAIVERS.

7.1. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, including any Product Addendum; (b) its performance of its obligations under this Agreement will not result in a breach of any obligation to any third party; (c) such Party's Marks and materials owned, licensed, developed or used in performance of this Agreement do not knowingly infringe or violate any third-party intellectual property right; (d) it will obtain any necessary permits, consents, certificates, approvals, inspections, releases, authorizations, and licenses and/or file any registration forms (if any) in connection with performing its obligations under this Agreement; and (e) it will comply with all applicable law, regulations, and rules in operating its business and performing its responsibilities hereunder (including, if applicable to Merchant, all such Laws regarding health, food safety, sanitation, food packaging and labeling, including required consumer-facing warnings and calorie information).

7.2. Merchant. Merchant represents and warrants that: (a) it will inform MID-SERV SOLUTIONS of any warnings, charges, opt-ins, and instructions related to Merchant Products that become required in the future; (b) if applicable, it will disclose common allergens in any Merchant Products items listed on or sold through the MID-SERV SOLUTIONS Product; (c) it will not include any products restricted by MID-SERV SOLUTIONS ("**Restricted Items**") as a Merchant Product available on a MID-SERV SOLUTIONS Product, or request delivery of any Restricted Items through the MID-SERV SOLUTIONS Product, provided that MID-SERV SOLUTIONS may allow promotion, sale or delivery of certain Restricted Items after Merchant has entered into a separate agreement with MID-SERV SOLUTIONS memorializing such promotion, sale, and/or delivery of such products in compliance with the Laws of the applicable jurisdiction in which such products will be sold; (d) it will not disclose any information related to a Contractor or a MID-SERV SOLUTIONS Customer to a third party (except as required to comply with Law or pursuant to a court order); (e) it will comply with the guidelines MID-SERV SOLUTIONS publishes that govern any Merchant Content posts on the applicable MID-SERV SOLUTIONS Product or Merchant Portal; (f) it shall not offer incentives or payments for reviews or ratings of its business on the MID-SERV SOLUTIONS Products; and (g) it shall not use the MID-SERV SOLUTIONS Products for any purpose that is detrimental to MID-SERV SOLUTIONS or the MID-SERV SOLUTIONS Product. The list of Restricted Items are:

Restricted Items on MID-SERV SOLUTIONS

MID-SERV SOLUTIONS restricts the sale and delivery of certain items (including those listed below) to maintain a high-quality user experience and to comply with legal requirements. The below list provides examples of restricted items, but is not exhaustive.

MID-SERV SOLUTIONS may modify this list at its discretion and reserves the right to remove, decline to list, or otherwise refuse to make delivery available through its platform any of the below items or any other items that MID-SERV SOLUTIONS in its sole discretion deems may be unsafe or inappropriate.

- People, wildlife, animals, or remains/parts
- Illegal items; stolen goods
- Fireworks, explosives, firearms, weaponry, ammunition, and their parts; including information on how to make such devices
- Items encouraging violent or illegal activity
- Sexually explicit or obscene adult items or materials
- Any of the following without a signed addendum with MID-SERV SOLUTIONS
 - Alcohol
 - Tobacco/vape products
 - Prescription medicines
 - CBD products
- Recreational drugs or drug paraphernalia, including but not limited to cannabis products, Kratom, or inhalants including nitrous oxide
- Any single item exceeding 50 lbs
- Any other item that is prohibited for delivery without a permit or license under applicable local laws.
- Hazardous materials, including medical waste, or poisonous or flammable items, except for materials that are
 - (i) ORM-D or (ii) limited quantity shipment AND a Consumer Commodity, AND
 - In quantities that do not require placarding
- Money, gift cards, lottery tickets, or transferable securities
- Raw meats or shellfish (for non-grocery partners)
- Endangered animal or wildlife products; items made of endangered animal or wildlife products (ivory, rhino horn, Eurasian caviar, bushmeat, foie gras)
- Items that promote hate or terrorist groups
- Products that claim or promote specific medical outcomes
- Counterfeit Products
- Any item that is likely to be perceived as threatening, obscene, harassing, inappropriate, or otherwise in violation of any applicable MID-SERV SOLUTIONS term or policy and is updated by MID-SERV SOLUTIONS from time to time.

7.3. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1(c), TO THE EXTENT PERMITTED BY APPLICABLE LAW, MID-SERV SOLUTIONS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MID-SERV SOLUTIONS PRODUCT, AND EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS IMPLIED, OR STATUTORY RELATED TO EQUIPMENT OR SERVICES PROVIDED TO THE OTHER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. Merchant acknowledges that the operation of the MID-SERV SOLUTIONS Product may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and MID-SERV SOLUTIONS shall not

be responsible to Merchant or others for any such interruptions, errors, or problems or an outright discontinuance of the Platform nor for any guarantee of results with respect to the MID-SERV SOLUTIONS Product or services. Both Parties acknowledge that neither party has any expectation or has received any assurances for future business or that any investment by a party will be recovered or recouped or that such party will obtain any anticipated amount of profits by virtue of this Agreement.

7.4. Compliance with Local Laws; Waivers. Each Party agrees to comply with applicable local laws and guidelines (“**Local Laws**”) currently in effect or enacted in the future. To the extent that Merchant avails of the MID-SERV SOLUTIONS Products in jurisdictions where industry specific Local Laws apply, Merchant agrees that all such Local Laws, including those listed at are incorporated herein by reference. Merchant acknowledges that Merchant has read and understood all applicable Waivers, including those related to fee limits, detailed in the abovementioned hyperlink. This list is non-exhaustive and it shall be each Party’s responsibility to identify and comply with any additional laws that apply to their operations.

7.5. Remedies. In the event of a breach of Section 7.1(c), the non-breaching Party’s sole remedy, and the breaching Party’s sole liability, is indemnification pursuant to Section 8.1(d).

8. INDEMNIFICATION.

8.1. Indemnification. The Indemnifying Party will, at its own expense defend the Indemnified Party to the fullest extent permitted by Law, and also indemnify the Indemnified Party for any and all Losses arising out of any third-party claim that alleges or results from: (a) any breach of Section 7 by the Indemnifying Party or its Personnel; (b) the gross negligence or more culpable act or omission of the Indemnifying Party or Personnel (including any reckless misconduct) in connection with the performance of this Agreement; (c) bodily injury (including death) or damage to tangible or real property to the extent caused by the Indemnifying Party or its Personnel (including any reckless or willful misconduct) (or, in the case of Merchant as the Indemnifying Party, caused by Merchant Products or any violation or alleged violation Section 7.1(e) as it pertains to Merchant Products, except to the extent such Losses were caused directly by the gross negligence or willful misconduct of MID-SERV SOLUTIONS , including Contractors); and (d) infringement or misappropriation of the intellectual property rights of any third party by the Indemnifying Party’s services (including, in the case of MID-SERV SOLUTIONS , the MID-SERV SOLUTIONS Product, and in the case of Merchant, the Merchant Applications) or Marks.

8.2. Process. The Indemnified Party shall provide the Indemnifying Party with: (a) prompt notice of any claims, which in no event shall be later than thirty (30) calendar days after the Indemnified Party knew or reasonably should have known that the Indemnifying Party’s defense obligation had been triggered; (b) the option to assume sole control over defense and settlement of any claim; and (c) reasonable assistance in connection with such defense and settlement of the claim, at the Indemnifying Party’s expense. The Indemnified Party may participate in the defense and settlement at its own expense. The Indemnifying Party shall not enter into any settlement agreement that imposes any obligation on the Indemnified Party without the Indemnified Party’s express prior written consent.

8.3. Exclusions. Notwithstanding Section 8.1(d) and for clarity: (a) the Indemnifying Party shall have no duty to defend any third-party allegations of intellectual property infringement or misappropriation (an “**IP Claim**”) arising out of or related to the conduct of persons or entities other than the Indemnifying Party or its Personnel; and (b) in the case of MID-SERV SOLUTIONS , MID-SERV SOLUTIONS shall have no duty to defend an IP Claim to the extent such IP Claim would not have occurred without Merchant’s use of the MID-SERV SOLUTIONS Product in combination with a Merchant Application, or other Merchant-provided product, process, step, structure, data, or business method, and/or Merchant’s unauthorized modification of the MID-SERV SOLUTIONS Product. Notwithstanding Section 8.1(a), MID-SERV SOLUTIONS shall have no duty to defend or Indemnify Merchant for taxes, duties, and other governmental charges.

9. LIMITATION OF LIABILITY.

9.1. Direct Damages Only. Except with respect to amounts payable to third parties under Section 8, neither Party will be liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages or for lost profits, lost revenues, harm to goodwill, or the costs of procuring replacement services, regardless of whether such damages were foreseeable. This limitation will apply to all claims under all theories of law and equity, except where prohibited by Law.

9.2. Limitation. Except in the event of a Party’s gross negligence or willful misconduct, or payment obligations, and where prohibited by Law (collectively, the “**LOL Exclusions**”) or a Party’s indemnification obligations in this Agreement, the total liability of either Party to the other will not exceed \$250,000.00. The total liability of either Party to the other for the LOL Exclusions will not exceed \$1,000,000.00. For clarity, a Party’s obligation to pay third parties under Section 8 are uncapped.

9.3. Franchisees. For Merchants operating a franchise or similar structure, this limitation of liability applies to all Merchant Locations and all franchisees cumulatively and not individually.

10. CONFIDENTIALITY.

10.1. Precedence. The terms of this Section 10 supersede any non-disclosure or confidentiality agreement entered into by the Parties prior to the Effective Date of this Agreement.

10.2. Includes. Confidential Information includes information about the Discloser’s business, including product designs, product plans, software and technology, financial information, marketing plans, business opportunities, pricing information, discounts, inventions, and know-how, to the extent disclosed to the Recipient hereunder, and all other information that the Recipient knew, or reasonably should have known, was Confidential Information of the Discloser. Confidential Information also includes the terms and conditions of this Agreement and the existence of the discussions between the Parties. Confidential Information includes trade secrets as defined under applicable law (which includes the Uniform Trade Secrets Act).

10.3. Does Not Include. Confidential Information does not include information that: (a) is independently developed; (b) is or becomes public knowledge through no breach of this Agreement; or (c) is received from a third party under circumstances that do not create a reasonable suspicion that such information has been misappropriated or improperly disclosed.

10.4. Recipient Obligations. The Recipient shall: (a) use Confidential Information only as necessary to perform its obligations and/or exercise its rights under this Agreement; (b) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential materials); (c) not divulge any Confidential Information to any third party except as provided herein; and (d) not copy or reverse engineer any materials disclosed under this Agreement, or remove any proprietary markings from any Confidential Information.

10.5. Recipient Personnel. The Discloser acknowledges that the Recipient's Personnel may have access to the Discloser's Confidential Information. Any such Recipient Personnel given access to any Confidential Information must have a legitimate "need to know," and the Recipient shall remain responsible for Recipient Personnel's compliance with the terms of this Agreement.

10.6. Disclosure of Confidential Information. A Recipient may disclose Confidential Information as compelled by a court or regulator of competent authority, provided that the Recipient provides the Discloser with prompt written notice of such request, to the extent such notice is legally permissible and reasonably practicable.

11. DATA PRIVACY AND SECURITY.

11.1. Merchant agrees not to access, collect, store, retain, transfer, use, disclose, or otherwise process in any manner MID-SERV SOLUTIONS Data, including without limitation Personal Information, except as required to perform under this Agreement. Merchant shall keep MID-SERV SOLUTIONS Data secure from unauthorized access and maintain the accuracy and integrity of MID-SERV SOLUTIONS Data in Merchant's custody or control by using appropriate organizational, physical and technical safeguards. If Merchant becomes aware of any unauthorized access to MID-SERV SOLUTIONS Data, Merchant will immediately notify MID-SERV SOLUTIONS, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by MID-SERV SOLUTIONS. Merchant agrees to implement and use security procedures, protocols or access credentials as reasonably requested by MID-SERV SOLUTIONS and will be responsible for damages resulting from Merchant's failure to comply. Merchant will not allow any third party to use the MID-SERV SOLUTIONS Product and will be responsible for damages resulting from sharing Merchant's login credentials with unauthorized third parties or otherwise permitting unauthorized access to Merchant's account. Merchants may not allow any third party to copy, modify, rent, lease, sell, distribute, reverse engineer, or otherwise attempt to gain access to the source code of the MID-SERV SOLUTIONS Product; damage, destroy or impede the services provided through the MID-SERV SOLUTIONS Product; transmit injurious code; or bypass or breach any security protection on the MID-SERV SOLUTIONS Product. For purposes of clarity, MID-SERV SOLUTIONS Data is the Confidential Information of MID-SERV SOLUTIONS.

11.2. Any additional data privacy and security terms required in order to comply with the privacy regulations applicable to the Parties' partnership in other countries may be set forth in the applicable Product Addendum. The Recipient will establish, maintain, and implement an information security program, including appropriate administrative, technical, organizational, and physical safeguards, that are designed to: (a) ensure the security and confidentiality of Personal Information provided by the Discloser; (b)

protect against threats or hazards to the security or integrity of such Personal Information; (c) protect against unauthorized access to or use of such Personal Information; and (d) ensure the proper disposal or destruction of such Personal Information. Each Party shall at all times comply with applicable data privacy and security Laws. If the Recipient becomes aware of any unauthorized access to or loss of Personal Information, it shall promptly report such incident to the Discloser and take appropriate remedial actions.

12. INSURANCE.

12.1. General. The insurance amounts indicated are minimum requirements and not limits of liability, and they are not to be construed as a Party's consent to substitute its financial liability in excess of the amounts provided in Section 9.

12.2. Minimum Requirements.

12.2.1. *For Merchants with greater than \$1,000,000.00 in annual sales across all MID-SERV SOLUTIONS Product(s)*, each Party will maintain at its sole cost and expense: (a) worker's compensation and employers' liability insurance with limits no less than the minimum amount required by applicable law for each accident, including occupational disease coverage; (b) commercial general liability insurance, including product liability, and excess liability endorsements of \$1,000,000.00 per occurrence; (c) cybersecurity insurance up to \$2,000,000.00 per claim and in the aggregate; and (d) umbrella/excess liability insurance up to \$5,000,000.00 and in the aggregate.

12.2.2. *For Merchants with less than \$1,000,000.00 in annual sales across all MID-SERV SOLUTIONS Product(s)*, each Party will maintain at its sole cost and expense: (a) worker's compensation and employers' liability insurance with limits no less than the minimum amount required by Law for each accident, including occupational disease coverage; (b) commercial general liability insurance, including product liability, and excess liability endorsements of \$1,000,000.00 per occurrence; (c) cybersecurity insurance up to \$1,000,000.00 per claim and in the aggregate; and (d) umbrella/excess liability insurance up to \$2,000,000.00 and in the aggregate.

12.3. Automobile Liability Insurance. MID-SERV SOLUTIONS will require all Contractors to maintain a current and valid automobile insurance policy with limits of liability at least equal to any minimum limits of liability required under Law.

12.4. Coverage. The policy limits stated above may be met in the form of primary and umbrella/excess coverage. Such insurance is primary and not contributory with the other Party's insurance.

13. GOVERNING LAW & DISPUTE RESOLUTION.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH MID-SERV SOLUTIONS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

13.1. Governing Law and Arbitration. This Agreement is governed by and interpreted in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof.

13.2. Scope of Arbitration Agreement. Any Dispute shall be finally resolved by binding arbitration except claims: (a) in small claims court, so long as the matter advances only on an individual (non-class, non-representative) basis; and (b) for injunctive relief arising out of the infringement or other misuse of intellectual property

rights (such as a Party's Marks or MID-SERV SOLUTIONS IP). MID-SERV SOLUTIONS and Merchant agree that, because both are business entities that mutually benefit from streamlined and confidential resolution, this Arbitration Agreement shall apply to all Disputes and shall be binding upon and enforceable by not only the parties, but also their affiliates, subsidiaries, and their respective owners, officers, directors, managers and employees. This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement. CASES HAVE BEEN FILED AGAINST MID-SERV SOLUTIONS —AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES. IF YOU AGREE TO ARBITRATION WITH MID-SERV SOLUTIONS , YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST MID-SERV SOLUTIONS IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

13.3. Informal Resolution. You and MID-SERV SOLUTIONS agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and MID-SERV SOLUTIONS therefore agree that, before either you or MID-SERV SOLUTIONS demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify MID-SERV SOLUTIONS that you intend to initiate an informal dispute resolution conference, email us at Mdsmerchants@gmail.com , providing your name, telephone number associated with your MID-SERV SOLUTIONS account (if any), the email address associated with your MID-SERV SOLUTIONS account, and a description of your claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

13.4. Arbitration Rules and Forum. This arbitration agreement shall be governed by the Federal Arbitration Act in all respects. If the rules and procedures of the Federal Arbitration Act cannot apply, the state law governing arbitration agreements in the state of the Merchant Location most closely associated with the Dispute shall apply. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certifying completion of the informal dispute resolution

conference pursuant to paragraph 19(b). If this notice is being sent to MID-SERV SOLUTIONS , it must be sent by email to the counsel who represented MID-SERV SOLUTIONS in the informal dispute resolution process. The arbitration will be conducted by ADR Services, Inc. pursuant to the most current version of its rules available at <https://www.adrservices.com/services/arbitration-rules/> and pursuant to the terms of this Agreement. In the event of a conflict between the two, the provisions of this Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. Arbitration demands filed with ADR Services, Inc. must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (4) the signature of the party seeking arbitration. The fees that shall apply to arbitrations administered by ADR Services, Inc. are set forth on ADR Services, Inc.'s website, available as of June 23, 2022 at <https://www.adrservices.com/rate-fee-schedule/>. Payment of all filing, administration, and arbitration fees will be governed by ADR Services, Inc.'s General Fee Schedule and ADR Services, Inc.'s rules. However, if required by law, MID-SERV SOLUTIONS will pay the portion of the initial case opening fees (if any) that exceeds the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. If ADR Services, Inc. is not available to arbitrate, the parties will mutually select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the county where you live or at another mutually agreed location. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute. The parties agree that all of the arbitration proceedings, including any discovery, hearings, and rulings, shall be confidential to the fullest extent permitted by law. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in court, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

13.5. Arbitration Appeal. If the arbitration award includes any injunction or a monetary award that exceeds \$100,000, then either party shall have the right to appeal that award to an arbitration appellate panel. The notice of appeal must be served, in writing, on the opposing party within fourteen (14) days after the award has become final. ADR Services shall administer the appeal consistent with the JAMS Optional Arbitration Appeal Procedures, available as of June 23, 2022 at <https://www.jamsadr.com/appeal/>.

13.6. Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable, except with respect to the Waiver of Class or Consolidated Actions, the enforceability of which can only be determined by a court. All disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for

nonpayment, shall be determined exclusively by an arbitrator, and not by any court or arbitration administrator. The arbitration will decide the rights and liabilities, if any, of you and MID-SERV SOLUTIONS. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and MID-SERV SOLUTIONS subject to Section 13.5.

13.7. Waiver of Jury Trial. YOU AND MID-SERV SOLUTIONS WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and MID-SERV SOLUTIONS are instead electing to have all Disputes resolved by arbitration, except as specified in Section 13.2 above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

13.8. Waiver of Class or Consolidated Actions; Severability. YOU AND MID-SERV SOLUTIONS AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE MERCHANT CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class, consolidated, and representative actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor MID-SERV SOLUTIONS is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 14.1, after the conclusion of the arbitration of any arbitrable claims, and all other provisions of this Section 13 (Dispute Resolution) shall remain in force. The parties also waive the right to bring any claims for public injunctive relief. If, however, this waiver of public injunctive relief claims is deemed invalid or unenforceable with respect to a particular claim or dispute, then all such claims and disputes will then be resolved in arbitration. Notwithstanding any other provision in this Agreement, any claim that all or part of this Waiver of Class or Consolidated Actions is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If any provision of this Section 13 is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Section 13. Nothing in this provision shall prevent you or MID-SERV SOLUTIONS from participating in a class-wide, collective, or representative settlement of claims.

13.9. Opt Out. MID-SERV SOLUTIONS 's updates to these Terms of Service do not provide a new opportunity to opt out of the Arbitration Agreement if you had previously agreed to a version of MID-SERV SOLUTIONS 's Terms of Service and did not validly opt out of arbitration. MID-SERV SOLUTIONS will continue to honor the valid opt outs of merchants who validly opted out of the Arbitration Agreement in a prior version of the Terms of Service. If you create a MID-SERV SOLUTIONS account for the first time on or after June 23, 2022, you may opt out of this Arbitration Agreement. If you do so, neither you nor MID-SERV SOLUTIONS can force the other to arbitrate as a result of this Agreement. To opt out, you must notify MID-SERV SOLUTIONS in writing of your intention to opt out by sending a letter, by First Class Mail, to MID-SERV SOLUTIONS , Inc., 1528 Seagull Dr ste301, Palm Harbor, FL 34686. Any attempt to opt out by email will be ineffective. To be effective, your opt-out notice must be postmarked by the later of 30 days after this Terms of Service update or 30 days after your first order on the Platform. Your notice must include your name and address, your MID-SERV SOLUTIONS username (if any), the email address you used to set up your MID-SERV SOLUTIONS account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. The letter may opt out, at most, only one merchant, and letters that purport to opt out multiple merchants will not be effective as to any. No merchant (or his or her agent or representative) may effectuate an opt out on behalf of other persons. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

13.10. Survival. This Arbitration Agreement will survive any termination of your relationship with MID-SERV SOLUTIONS .

13.11. Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if MID-SERV SOLUTIONS makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to MID-SERV SOLUTIONS .

14. MISCELLANEOUS.

14.1. Litigation Class Action Waiver. To the extent allowed by Law, separate and apart from the Arbitration Agreement found in Section 13, Merchant agrees that any proceeding to litigate in court any Dispute, whether because Merchant opted out of the Arbitration Agreement or any other reason, will be conducted solely on an individual basis, and Merchant agrees not to seek to have any controversy, claim or Dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Merchant acts or proposes to act in a representative capacity ("Litigation Class Action Waiver") . Merchant further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all Parties to any such proceeding. The enforceability of this Litigation Class Action Waiver shall only be determined by a court of competent jurisdiction. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void, or voidable with respect to a particular claim or Dispute, then all such claims or Disputes will be resolved in court, after the conclusion of the arbitration of any arbitrable claims or Disputes, and the remainder of this Arbitration Agreement shall remain in full force and effect.

14.2. Relationship of the Parties. Notwithstanding any provision herein to the contrary, each Party is an independent contractor with respect to its performance of its obligations hereunder. Nothing contained herein is deemed to create the relationship of partnership, principal, and agent, or joint venture between the Parties. Neither Party has any right or authority to incur obligations of any kind in the name of, or for the account of, the other Party nor to commit or bind the other Party to any contract or other obligation. Under no circumstances is either Party considered to be, nor will either Party hold itself out as, an employee, agent, franchisee, or joint venturer of the other Party.

14.3. Regulatory Fees. If there is a Change in Law, MID-SERV SOLUTIONS may pass through such fees and/or costs generated as a result of the Change in Law to Merchant in the affected jurisdiction(s) with 15 days' written notice. Merchant may terminate this Agreement in part with respect to the affected jurisdiction by providing MID-SERV SOLUTIONS with 15 days' written notice from the date of MID-SERV SOLUTIONS 's notice. Notwithstanding the foregoing, either Party may exercise its termination rights hereunder, either in whole or in part as it pertains to the affected store or jurisdiction.

14.4. Partner Code of Conduct. Merchant will comply with the version of the Partner Code of Conduct published as of the Effective Date at the following hyperlink: **or** such other internal code of conduct in effect with Merchant, that Merchant affirms substantially conforms with the Partner Code of Conduct. MID-SERV SOLUTIONS shall also comply with the Partner Code of Conduct.

MID-SERV SOLUTIONS , Inc., including its affiliates and subsidiaries (collectively, "MID-SERV SOLUTIONS ") is committed to operating with the highest degree of integrity and in compliance with all applicable laws. We require you (you may be one of our merchants, suppliers, distributors, agents, representatives, contractors, vendors, tenants, or other business partners), as well as your personnel (people such as your employees, directors, officers, agents, representatives, and subcontractors) to share in this commitment alongside our personnel.

It is your obligation to immediately report any known or suspected violations of this Code of Conduct (whether the violation is by you, your personnel, MID-SERV SOLUTIONS , or MID-SERV SOLUTIONS 's personnel) via Mdsmerchants@gmail.com

Labor, Health, Safety, and the Environment

You and your personnel are obligated to:

- Strictly comply with all applicable labor, health, and safety laws and regulations in all markets in which you operate, at both the federal and local level, including any minimum wage and maximum working hours requirements.
- Prohibit unlawful discrimination or harassment in the workplace, which includes any behavior that creates an intimidating, unsafe or hostile environment (note that this prohibition extends to your interactions with MID-SERV SOLUTIONS personnel, Contractor, our Merchants, and MID-SERV SOLUTIONS customers).
- Provide your personnel with safe and healthy working conditions, including by offering emergency training and resources, practicing industrial hygiene, and enacting equipment safety initiatives, as appropriate.
- Conduct your operations in ways that are environmentally responsible, meet the appropriate level of environmental due diligence.

- Comply with all environmental laws, regulations, and standards to ensure a safe work environment for your personnel.
- Make efforts to use energy efficiently, reduce pollution, and employ sustainability measures.

Gifts and Unfair Competition

You and your personnel shall:

- Comply with all applicable anti-corruption laws, which may include the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, as well as any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business.
- Comply with all applicable laws and regulations regarding fair competition and antitrust.
- Comply with all applicable import, export, customs, sanctions, embargoes, boycott and other trade compliance laws and regulations.
- Not directly or indirectly, give or receive (or authorize the giving or receiving) of anything of value (for example, money, gifts, favors, donations, meals, and entertainment, regardless of the amount) to secure an improper advantage, to induce anyone to improperly perform a function or duty, to reward anyone for the improper performance of a function or duty, or with the belief that the acceptance of the thing of value is improper.
- Not promise, give, or authorize the provision of “facilitating payments” to expedite or secure the performance of non-discretionary, routine governmental duties, even if permitted by applicable law.
- Not offer, promise, or give, gifts, hospitality and/or travel to government officials on MID-SERV SOLUTIONS ’s behalf for the purpose of improperly obtaining or retaining business or securing an improper business advantage.
- Not use forced, involuntary, or child labor.

Confidentiality and Information Privacy

You and your personnel shall:

- Comply with all applicable data privacy laws and regulations when processing the personal or identifying information of anyone with whom you conduct business, which may include suppliers, customers, consumers, and employees.
- Strictly safeguard the data and information privacy of any personal information you receive from or through MID-SERV SOLUTIONS .
- Make reasonable and industry standard efforts to keep data secure and confidential at all times.
- Not share or disclose MID-SERV SOLUTIONS ’s intellectual property, confidential information, or any other proprietary information that you may acquire or have access to through your relationship with MID-SERV SOLUTIONS . This includes, but is not limited to, information developed by you in connection with your engagement with MID-SERV SOLUTIONS , and any information relating to MID-SERV SOLUTIONS products, MID-SERV SOLUTIONS customers, MID-SERV SOLUTIONS Merchants, MID-SERV SOLUTIONS personnel, pricing, costs, strategies, programs, processes, and practices. If you have executed a non-disclosure agreement with MID-SERV SOLUTIONS , that agreement will supersede this section.

Books and Records

You and your personnel shall:

- Cooperate fully with MID-SERV SOLUTIONS in any government audits to the extent relevant and applicable to you

- Keep accurate books, accounts, and records for all transactions related to your business with MID-SERV SOLUTIONS .
- Not use fictitious, inaccurate, or misleading documents to support transactions related to business with MID-SERV SOLUTIONS .
- Not engage in false or misleading accounting practices, such as using undisclosed or unrecorded payments.

Placement on the Platform

MID-SERV SOLUTIONS reserves the right to take into account the impact of a Merchant's conduct on both the customer experience and the MID-SERV SOLUTIONS brand when determining the Merchant's prominence, participation in all programs on the MID-SERV SOLUTIONS Platform. That conduct includes but is not limited to timeliness and accuracy of orders fulfilled, customer ratings and reviews, customer concerns regarding food quality or food safety, detrimental price inflation and/or customer complaints about price inflation, and any other conduct that may violate our Partner Code of Conduct.

Failure to Comply

Failure to comply with this Code of Conduct will be considered a breach of your contract with MID-SERV SOLUTIONS and may result in MID-SERV SOLUTIONS terminating its business relationship with you immediately. To the extent your contract contradicts or supplements this Code of Conduct, the contract shall govern as it applies to that contradicting or supplemental provision.

14.5. Counterparts. This Agreement may be executed in one or more counterparts and signed copies may be delivered by email, in which event, each of which is deemed an original, and all of which together constitute one agreement.

14.6. Entire Agreement. This Agreement represents the entire agreement between MID-SERV SOLUTIONS and Merchant with respect to the subject matter hereof, and supersedes all prior agreements with respect to the subject matter hereof.

14.7. No Waiver. No amendment to, or waiver of, any provision of this Agreement will be effective unless in writing and signed by both Parties. The waiver by any Party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

14.8. Assignment. Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent may not be unreasonably withheld, and any attempted assignment without such consent will be void; provided that either Party may assign this Agreement without such consent, to an Affiliate, or in connection with any merger, consolidation, sale of all or substantially all of the assigning Party's assets, or any other similar transaction. Subject to the foregoing in this Section 14.8, this Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. This Agreement will not confer any rights or remedies upon any person other than the Parties, their respective successors, and permitted assigns.

14.9. Enforcement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.10. Notices. Legal notices to either Party shall be sent to the applicable address on the first page of the Sign-Up Sheet, or such other address as the Party communicates in writing.

14.11. Promotional Programs; Future Program Changes. *This Section 14.11 applies only if Merchant operates a franchisee or similar structure.*

14.11.1. Future Program Changes. From time to time during the Term, Merchant and MID-SERV SOLUTIONS may desire to implement efficient enrollment processes that will enable Eligible Franchisees to participate in new MID-SERV SOLUTIONS products, promotions or services and/or effect changes to the commercial terms pursuant to which MID-SERV SOLUTIONS provides its services to such Eligible Franchisees (“**Future Program Changes**”).

14.11.2. To the extent that Merchant is responsible for enrolling Eligible Franchisees to Future Program Changes, MID-SERV SOLUTIONS agrees that Merchant may do so in the form of an opt-in, an opt-out, or similar mass sign-up system (“**Enrollment Protocol**”), provided that Merchant shall administer such Enrollment Protocol in compliance with Law and pursuant to its franchise Product Addendums with the Eligible Franchisees. Furthermore, Merchant agrees to defend, indemnify, and hold MID-SERV SOLUTIONS harmless from and against Losses with respect to claims of Eligible Franchisees arising out of or related to the Enrollment Protocol or the enrollment of such Eligible Franchisee to the Future Program Changes.

14.11.3. To the extent that MID-SERV SOLUTIONS is responsible for enrolling Eligible Franchisees to Future Program Changes, Merchant agrees that MID-SERV SOLUTIONS may do so in the form of an Enrollment Protocol, provided that MID-SERV SOLUTIONS shall administer such Enrollment Protocol in compliance with Law. Furthermore, MID-SERV SOLUTIONS agrees to defend, indemnify, and hold Merchant harmless from and against Losses with respect to claims of Eligible Franchisees arising out of or related to the Enrollment Protocol or for MID-SERV SOLUTIONS’ error during the enrollment of such Eligible Franchisee to the Future Program Changes.

14.12. Franchisees. *This Section 14.12 applies only if Merchant operates a franchisee or similar structure.* Merchant’s Eligible Franchisees may use certain MID-SERV SOLUTIONS Products hereunder pursuant to the terms and conditions of this Agreement, provided that: (a) Merchant has executed the requisite Product Addenda; and (b) the individual franchisee enters into an agreement in substantially the same form as the Franchisee Agreement attached to this Agreement as Exhibit A. For purposes of the Agreement, an “**Eligible Franchisee**” means a franchisee of Merchant that has signed the Franchisee Agreement. Merchant shall indemnify, defend, and hold MID-SERV SOLUTIONS harmless against any third-party suits, fees, costs or expenses resulting from a dispute between Merchant and any of Merchant’s Franchisees relating to or arising from conduct of the Merchant (including former Franchisees). MID-SERV SOLUTIONS acknowledges that Merchant is not responsible or liable for any Eligible Franchisee’s acts, omissions or performance, including an Eligible Franchisee’s payment obligations, under the Franchisee Agreement or other agreement between MID-SERV SOLUTIONS and Eligible Franchisee. In Sections 2 (Operating Procedures), 3 (Payments), 4 (Taxes), 5.1 (Use of MID-SERV SOLUTIONS Products), and 5.2 (MID-SERV SOLUTIONS Product Restrictions), “**Merchant**” shall be replaced with “**Eligible Franchisee**.” In Sections 6 (Term and Termination), 7 (Representations and Warranties),

8 (Indemnification), 10 (Confidentiality), 11 (Data Privacy and Security), and 12 (Insurance) “**Merchant**” shall be replaced with “**Merchant and Eligible Franchisee**”.

14.13. Use Only Where Legally Allowed. Merchant shall not access or use the MID-SERV SOLUTIONS Products or any portion of the MID-SERV SOLUTIONS Products if it is not legally allowed to do so where it is located.

14.14. Third-Party Add-On Features. From time to time, MID-SERV SOLUTIONS may make available third-party add-on features (“Third-Party Add-On Features”) for use with the MID-SERV SOLUTIONS Products. Third-Party Add-On Features are not included within the definition of MID-SERV SOLUTIONS Products under this Agreement, and MID-SERV SOLUTIONS hereby expressly disclaims all warranties, express, implied, or statutory, regarding Third-Party Add-On Features, including but not limited to any implied warranties of merchantability, title, satisfactory quality or results, or fitness for a particular purpose and non-infringement. MID-SERV SOLUTIONS also makes no representations or warranties regarding availability of any Third-Party Add-On Feature. Third-Party Add-On Features may be discontinued by MID-SERV SOLUTIONS and/or the third-party provider at any time, with or without cause.

14.15. Communications from MID-SERV SOLUTIONS . Merchant agrees to receive communications from MID-SERV SOLUTIONS , its affiliates, and Contractors, including via email, text message, calls, and push notifications to the mobile telephone number Merchant provides to MID-SERV SOLUTIONS . Merchant also agrees that it may receive communications generated by automatic telephone dialing systems which may deliver pre-recorded messages. Merchant acknowledges that it can opt out of promotional SMS at any time by texting “STOP.” Message and data rates may apply.

14.16. Copyright Infringement. If you believe that your work has been copied and posted on the MID-SERV SOLUTIONS Products in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the MID-SERV SOLUTIONS Products of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Contact information for MID-SERV SOLUTIONS ’s Copyright Agent for notice of claims of copyright infringement is as follows: Mdsmerchants@gmail.com

15. ADDITIONAL TERMS FOR NON-ENTERPRISE MERCHANTS.

15.1. Fees.

15.1.1. MID-SERV SOLUTIONS shall be entitled to deduct from such payments MID-SERV SOLUTIONS ’s Commission Rate, marketing fees (for identifiable orders), activation fees, subscription fees, and any other fees which MID-SERV SOLUTIONS may notify you regarding with at least seven (7) days’ advance written notice.

15.1.2. To the extent that a third-party provider provides services to Merchant on basis of an agreement between third party provider and Merchant via the MID-SERV SOLUTIONS Product (for example, a middleware provider) and charges fees to MID-

SERV SOLUTIONS , MID-SERV SOLUTIONS may pass through such third party's fees to Merchant.

15.1.3. Merchant agrees, on an ongoing basis, to review and confirm its transactions, fees and charges on orders and invoices and via the Merchant Portal, and to promptly communicate to MID-SERV SOLUTIONS in writing (email shall suffice for written notice) any claimed inaccuracies, so that MID-SERV SOLUTIONS has the prompt opportunity to address and resolve any issues and so such issues do not persist, which MID-SERV SOLUTIONS and Merchant agree is in the best interests of both parties and their commercial relationship. Merchant agrees to communicate to MID-SERV SOLUTIONS any disagreement, non-conformity or any issue with any transaction, fee, charge or order, including in connection with fraudulent transactions or payments, within fourteen (14) days of the transaction, fee or order.

15.2. Premier Plan Rebate. If MID-SERV SOLUTIONS offers Merchant a Premier Plan then, as part of such Premier Plan, MID-SERV SOLUTIONS will make available a feature to eligible Merchants where MID-SERV SOLUTIONS will refund a Merchant's commission fees for a given month if the Merchant completed less than 20 orders during such month (the "**Premier Plan Rebate**"). In order to qualify for the Premier Plan Rebate for a given month, Merchants must (1) have a Commission Rate higher than 28%, (2) sign up for the Premier Plan via the Sign-Up Sheet, (3) cancel fewer than 5 orders during the month, and (4) maintain "open hours" on MID-SERV SOLUTIONS at least for 90% of the store hours the Merchant has set on the Merchant Portal. MID-SERV SOLUTIONS may cancel the Premier Plan upon seven (7) days' prior notice at its discretion.

16. DEFINITIONS. Note that certain terms may not appear in these Terms of Service but may appear in the Sign-Up Sheet, Rate Card, or a Product Addendum.

16.1. "Affiliate" means an entity controlled by, controlling or under common control with a Party.

16.2. "Change in Law" means a material change in (or change in enforcement thereof) Law, labor standard or unionization pertaining to independent contractors and/or the delivery of goods.

16.3. "Commission" means the fee MID-SERV SOLUTIONS charges Merchant for an Order, which is calculated by multiplying (i) the applicable Commission Rate by (ii) the subtotal for the Merchant Products ordered by the Customer, excluding all applicable taxes and other governmental fees and surcharges, such as an applicable local bottle deposit fee.

16.4. "Commission Rate" means the percentage, indicated in the Rate Card for the applicable MID-SERV SOLUTIONS Product, that MID-SERV SOLUTIONS shall charge Merchant on each Order.

16.5. "Confidential Information" means all confidential, proprietary, or nonpublic information provided by the Discloser to the Recipient that a reasonable industry participant would deem to be confidential, as further described in Section 10.

16.6. "Customer" means "MID-SERV SOLUTIONS Customer" and "Merchant Customer" collectively or individually, as the context requires.

16.7. "Contractor" means a person contracted by MID-SERV SOLUTIONS to perform the applicable services.

16.8. “Customer subscription” means MID-SERV SOLUTIONS ’s subscription program for MID-SERV SOLUTIONS Customers pursuant to which MID-SERV SOLUTIONS Customers will receive \$0 delivery fees and reduced service fees on qualifying Orders placed with participating Merchant Locations on the applicable MID-SERV SOLUTIONS Product. In order to continue to qualify for Contractor inclusion, Merchant and/or Merchant Locations may be required to meet and maintain certain additional eligibility requirements as communicated by MID-SERV SOLUTIONS . Merchant acknowledges that the terms of participation in Contractor do not conflict with, or result in a breach of, any previously existing agreements or terms to which Merchant may be bound.

16.9. “Delivery Order” means an Order that is delivered by a Contractor.

16.10. “Discloser” means the Party disclosing Confidential Information.

16.11. “Dispute” means any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement, including the breach, termination, enforcement, interpretation or validity thereof (as well as the determination of the formation, scope, or applicability of the arbitration agreement in Section 13) or the relationship between the Parties, their affiliates and subsidiaries, and each of their respective owners, directors, managers, and personnel.

16.12. “MID-SERV SOLUTIONS Customer” means the end user accessing the MID-SERV SOLUTIONS Product to place an Order.

16.13. “MID-SERV SOLUTIONS Data” means any information that MID-SERV SOLUTIONS provides or makes accessible to Merchant, including Personal Information.

16.14. “MID-SERV SOLUTIONS IP” includes all patents, patent applications, inventions, copyrights, trade secrets, Marks, ideas, images (including descriptions of such images), domain names, and any and all other works and materials developed by MID-SERV SOLUTIONS (including all intellectual property rights therein and thereto), and similar rights owned by MID-SERV SOLUTIONS that are embodied in the MID-SERV SOLUTIONS Product or any other MID-SERV SOLUTIONS technology or platform.

16.15. “MID-SERV SOLUTIONS Product” means the MID-SERV SOLUTIONS technology that Merchant accesses or MID-SERV SOLUTIONS provides, as defined in the applicable Product Addendum, in each case, that will allow information to be exchanged between Merchant (which may include Merchant Applications and/or a Third Party Platform) and MID-SERV SOLUTIONS . References to the “MID-SERV SOLUTIONS Product” include the MID-SERV SOLUTIONS Product Documentation.

16.16. “MID-SERV SOLUTIONS Product Documentation” means documentation, specifications, and other materials (whether written or electronic) that describe the operation or function of a MID-SERV SOLUTIONS Product.

16.17. “Exclusive Platform” means that the MID-SERV SOLUTIONS Product is the Merchant’s exclusive third-party food ordering and/or delivery provider or platform.

16.18. “Fee” means the fee or commission rate indicated in the Rate Card for the applicable MID-SERV SOLUTIONS Product, plus all tips paid by Customer, and may include separate fees for different Order types, if applicable.

16.19. “Feedback” means any comments, suggestions, or ideas for improvement regarding the MID-SERV SOLUTIONS Product or the MID-SERV SOLUTIONS Product Documentation, or Merchant’s evaluation and use thereof.

16.20. “including” means “including without limitation”.

16.21. “Indemnified Party” means the Party entitled to or seeking indemnification, pursuant to the terms of this Agreement, and its affiliates, respective officers, directors, shareholders, Personnel, successors, and permitted assigns.

16.22. “Indemnifying Party” means the Party indemnifying the other Party pursuant to the terms of this Agreement.

16.23. “Law” means all laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority applicable to the referenced Party.

16.24. “Licensee” means the Party receiving the license described in Section 5.

16.25. “Licensor” means the Party granting the license described in Section 5. As it pertains to MID-SERV SOLUTIONS , an Affiliate of MID-SERV SOLUTIONS may be considered a “Licensor” hereunder.

16.26. “Losses” means the resulting judgments, fines, settlements, court costs, and attorneys’ fees that are incurred by the Indemnified Party, in each case finally awarded by a court of competent jurisdiction.

16.27. “Marks” means the corporate names, trade names, trademarks, service marks, and logos (including third-party marks to which the Licensor has rights and uses in its business). This includes “MID-SERV SOLUTIONS ”, “CONTRACTOR” , and “” marks, as well as any successor marks or designations.

16.28. “Merchant Application” means the software and/or system(s) that are used by Merchant (if any) to provide digital order solutions and services to Customers generally, including Merchant’s website.

16.29. “Merchant Content” includes, without limitation, menus, photographs (either provided by Merchant or on Merchant’s website), business information and Merchant Product descriptions (either provided by Merchant or on Merchant’s website), trademarks, logos, Merchant name, location, url, phone number, and other materials provided by Merchant to MID-SERV SOLUTIONS.

16.30. “Merchant Customer” means the Customer accessing the Merchant Application(s) to place an Order.

16.31. “Merchant Location” means the Merchant store, location, warehouse, or restaurant that are within the territory serviced by MID-SERV SOLUTIONS and includes: (a) Merchant Locations owned and operated by Merchant and/or its affiliates, and/or (b) Merchant Locations owned and operated by franchisees of Merchant or its affiliates which have signed the Franchisee Agreement.

16.32. “Merchant Portal” means the portal made available by MID-SERV SOLUTIONS to Merchant which provides Merchant with Order sales information and other functionality in connection with Merchant’s relationship with MID-SERV SOLUTIONS . For purposes of the Agreement, the Merchant Portal is a MID-SERV SOLUTIONS Product.

16.33. “Merchant Product” means the products (e.g., food, beverages, groceries, retail items, etc.) prepared, distributed, or sold by Merchant.

16.34. “Personnel” means a Party’s employees, agents, contractors, or subcontractors.

16.35. “Order” means Delivery Orders and Pick Up Orders collectively.

16.36. “Order Equipment” means any equipment reasonably required by MID-SERV SOLUTIONS for Merchant to receive, process and accept Orders (including a tablet or other technology capable of receiving Orders).

16.37. “Party” means MID-SERV SOLUTIONS or Merchant, as the context requires.

16.38. “Personal Information” means any information that (a) relates to an identified or identifiable natural person (including names, telephone numbers, addresses, signatures, email addresses, and/or other unique identifiers); or (b) that can reasonably be used to identify or authenticate an individual, directly or indirectly (including name, contact information, precise location information, access credentials, persistent identifiers, and any information that may be considered ‘personal data’ or ‘personal information’ under applicable law, including, if applicable, the General Data Protection Regulation (GDPR)), which is collected and/or handled by any of the Parties in connection with this Agreement.

16.39. “Pick Up Order” means an Order that the Customer picks up at the Merchant Location, instead of being delivered by a Contractor.

16.40. “Product Addendum” means an addendum to this Agreement that describes the MID-SERV SOLUTIONS Product that Merchant accesses pursuant to the terms herein.

16.41. “Rate Card” means the schedule that details the rates and fees that Merchant shall pay for the MID-SERV SOLUTIONS Product(s) that Merchant opts into and/or uses.

16.42. “Recipient” means the Party receiving Confidential Information.

16.43. “Scheduled Order” means an Order that the Customer or Merchant indicates should be delivered at some point in the future.

16.44. “Term” means the period from the Effective Date until the date of termination.

16.45. “Third Party Platform” means a third party’s technology interface, such as a middleware technology platform, other than the MID-SERV SOLUTIONS Product and Merchant Applications, that enables Merchant to request delivery fulfillment and/or provide information necessary to enable such delivery fulfillment.

16.46. “Unattended Order” means an Order that the Contractor leaves at the Customer’s front door or similar location.

16.47. “Weblink” means a link from Merchant’s website through an “order now” button that directs traffic to the Merchant Location online ordering page on the MID-SERV SOLUTIONS Product.

EXHIBIT A - FRANCHISEE AGREEMENT

This Franchisee Agreement (the “**Franchisee Agreement**”) is between MID-SERV SOLUTIONS and Franchisee. As it pertains to this Franchisee Agreement, MID-SERV SOLUTIONS and Franchisee are each a “**Party**”. By entering into a Franchisee Sign-Up Sheet with MID-SERV SOLUTIONS, the duly authorized representatives of the Parties agree to the terms and conditions of this Franchisee Agreement.

1. FRANCHISOR AGREEMENT. Franchisee’s franchisor (“**Franchisor**”) has entered into a master services agreement with MID-SERV SOLUTIONS (“**Agreement**”), which may be attached hereto. The Agreement provides that Franchisee may elect to use certain MID-SERV SOLUTIONS Products that Franchisor has enabled in its Agreement, provided that Franchisee executes this Franchisee Agreement. Accordingly, to use such in MID-SERV SOLUTIONS Products, Franchisee agrees to be subject to all terms and conditions of this Franchisee Agreement and all terms and conditions of the Agreement, including any Product Addendum, as the same may be amended from time to time by

MID-SERV SOLUTIONS and Franchisor, which are incorporated into this Franchisee Agreement by reference. For clarity, unless otherwise indicated in this Franchisee Agreement or in the Agreement, all references to “**Merchant**” in the Agreement include Franchisee. Franchisee acknowledges and agrees that the limits set forth in the Limitation of Liability provision in the Agreement shall apply to Franchisor and all franchisees in the aggregate. All references to “**Merchant Locations**” shall be deemed references to Franchisee’s stores (“**Franchisee Locations**”). Any other terms not otherwise defined herein shall have the definitions set forth in the Agreement. Under no circumstances shall anything in this Franchisee Agreement be construed to authorize Franchisee to amend, modify, or adjust the Agreement between MID-SERV SOLUTIONS and Franchisor.

2. TERM OF FRANCHISEE AGREEMENT. This Franchisee Agreement shall commence on the Franchisee Effective Date and will expire upon the earlier of: (a) the date of the expiration or termination of the Agreement; or (b) the date this Franchisee Agreement is terminated pursuant to Section 3 of this Franchisee Agreement.

3. ELIGIBLE FRANCHISEE. If Franchisee ceases to possess the rights as a franchisee of Franchisor then this Franchisee Agreement will terminate as soon as MID-SERV SOLUTIONS is notified of such rights being lost. Either Party may terminate this Franchisee Agreement upon seven (7) days’ prior written notice to the other Party for any reason in its sole discretion. Termination of this Franchisee Agreement will not be considered a breach of this Franchisee Agreement or the Agreement. Nothing in this Franchisee Agreement or the Agreement is intended to prevent MID-SERV SOLUTIONS and Franchisee, if it is no longer an Eligible Franchisee, from entering into a new agreement following termination of this Franchisee Agreement.

4. MERCHANT OF RECORD. Franchisee is solely responsible and liable to MID-SERV SOLUTIONS to pay all Fees, payments, charges, and taxes associated with MID-SERV SOLUTIONS Products, in addition to complying with Franchisee’s other obligations under the Agreement and this Franchisee Agreement. Franchisee will be MID-SERV SOLUTIONS’s merchant of record for sales completed in a MID-SERV SOLUTIONS Product provided under this Franchisee Agreement. The Parties acknowledge and agree that any breach of this Franchisee Agreement or the Agreement by Franchisee will not be considered a breach by Franchisor of the Agreement.

5. PAYMENT PROCESSING. Payment and payment processing terms are set forth in the Product Addendum between Franchisor and MID-SERV SOLUTIONS. If Franchisee uses Connected Account Products, Attachment A attached hereto is required.

6. GOVERNING LAW & DISPUTE RESOLUTION. Franchisee and MID-SERV SOLUTIONS agree that any Dispute shall be resolved pursuant to Sections 13 and 14.1 of the foregoing Merchant Terms of Service.

7. CHANGE OF CONTROL. In the event there is a change or transfer in ownership of a Franchisee Location, Franchisee agrees that Franchisee will (1) notify MID-SERV SOLUTIONS thirty (30) days prior to such change or transfer of ownership and (2)

provide MID-SERV SOLUTIONS with all relevant details related to the change or transfer of ownership, including the new owner's contact information, the date of the change or transfer of ownership, and the relevant terms of the change or transfer of ownership (i.e., the existing amounts owed to MID-SERV SOLUTIONS related to such Franchisee Location). In order for MID-SERV SOLUTIONS to provide services to any new owner of a Franchisee Location, any amounts owed to MID-SERV SOLUTIONS must be fully paid. MID-SERV SOLUTIONS may elect, in its sole discretion, to perform a credit review on a new owner before providing services to such new owner.

8. MISCELLANEOUS. Notices under this Franchisee Agreement to each Party shall be sent to the respective address and contact set forth above. This Franchisee Agreement, including the incorporated Agreement, sets forth the entire agreement between MID-SERV SOLUTIONS and Franchisee with respect to the subject matter hereof. This Franchisee Agreement supersedes and replaces in its entirety any agreement entered into between MID-SERV SOLUTIONS and Franchisee for the Franchisee Locations prior to the Franchisee Effective Date.

MID-SERV SOLUTIONS LLC
Downingtown, PA
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