

VINTORY, LLC
CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT (“Agreement”) describes the terms and conditions under which **Vintory, LLC (“Vintory”)**, a Maryland limited liability company, agrees to provide the Deliverables (defined below) to you, the customer (“*you*”, “*your*” or the “*Customer*”). Vintory and the Customer may be referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

- 1. Deliverables.** All marketing and business development assets and services (the “*Deliverables*”) provided by Vintory are subject to the terms and conditions contained in this Agreement. By submitting an order on the Vintory website (www.vintory.com) or executing an order form, statement of work, or other document that incorporates this Agreement by reference (each an “*Ordering Document*”), Customer and Vintory each agree to be bound by the terms of this Agreement.
- 2. Consideration.**
 - (a) Fees and Expenses.** Customer agrees to pay all fees and expenses specified in this Agreement and each Ordering Document. All invoices are due thirty (30) days from the date of the invoice. In the event of a dispute regarding any invoiced amount, Customer agrees to pay any undisputed portion while the Parties negotiate in good faith to resolve the remaining issues.
 - (b) Payment Authorization.** Customer authorizes Vintory to effect payment of all sums due under this Agreement and each Ordering Document by charging Customer’s credit card (and Customer’s back-up credit card, as applicable) provided to Vintory during the sign-up process. This authorization will remain in full force and effect until termination of this Agreement and the full and final payment of all obligations of Customer due under this Agreement. This authorization shall not affect the obligation of Customer to pay such sums when due, without notice, if the charges are rejected for any reason, or if Vintory fails to charge the account. Customer agrees not to instruct or permit its credit card issuer to reverse any charges authorized under this Agreement and that any such instruction is a material breach of this Agreement.
 - (c) Overdue Payments.** All invoices more than fifteen (15) days in arrears shall accrue interest at the lesser of 1.5% per month or the highest interest rate allowed by law. Customer agrees to reimburse Vintory for all costs, including without limitation reasonable attorneys’ fees, incurred in collecting overdue payments. If any fees or expenses remain unpaid by Customer fifteen (15) days after they are due, Vintory may withhold or suspend Deliverables and may terminate this Agreement pursuant to Section 3 (“*Term and Termination*”) below.
- 3. Term and Termination.**
 - (a) Term.** The term of this Agreement shall commence on the date Customer executes an Ordering Document accepted by Vintory (the “*Effective Date*”), will continue for an initial term of twelve (12) months (the “*Initial Term*”), and will automatically renew for successive one (1) month periods until terminated in accordance with Section 3(c) of this Agreement (the “*Term*”).
 - (b) Service Pause.** Customer may pause their subscription for up to sixty (60) days during each calendar year, provided Customer gives thirty (30) days advance written notice to Vintory and pays Vintory a fee of Ninety-Nine Dollars (\$99) per month (or portion thereof) during the pause (a “*Service Pause*”). During the Service Pause, Customer’s owner landing site(s), phone

number(s), and CRM will remain live, but all other services will cease. The number of days used by Customer in the Service Pause will be added to the Term of this Agreement, thus extending the original projected end of this Agreement by the length of the Service Pause. All fees and expenses will resume once the Service Pause is complete.

(c) **Termination for Cause.** Either Party may terminate this Agreement upon a material breach by the other Party if such material breach, if subject to cure, remains uncured for ten (10) days following written notice to the breaching Party. Vintory may terminate this Agreement without advance notice (1) if any fees or expenses remain unpaid by Customer thirty (30) days after they are due, or (2) if Customer institutes voluntary bankruptcy or insolvency proceedings or otherwise admits insolvency.

(d) **Effect of Termination.** Upon termination for any reason, Customer shall pay all fees and expenses accrued as of the termination date.

(e) **Survival.** Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the Parties contained in Section 5 (“Confidentiality”), Section 6 (“Intellectual Property”), and Section 7 (“Non-solicitation”), will survive any termination of this Agreement.

4. **Customer Responsibilities.** Customer understands and agrees that Vintory must rely on Customer to provide certain information and resources in order to produce the Deliverables. During the Term of this Agreement, Customer will appoint one individual to be Vintory’s primary point of contact (“**POC**”) for Customer. Customer agrees to work closely with Vintory and to provide timely responses to Vintory’s requests for information. Customer shall have sole responsibility for ensuring the accuracy of all information provided to Vintory and warrants and undertakes to Vintory that the Customer’s employees assisting in the execution of this Agreement have the necessary skills, authority, and professionalism. Customer’s POC, employees, and agents, shall maintain a professional and respectful demeanor while interacting with Vintory, its employees and agents. Customer covenants and agrees to meet its responsibilities outlined in this Section 4 (“**Customer Responsibilities**”) and any Ordering Document and understands and agrees that failure to do so will be considered a material breach of this Agreement under Section 3 (“**Term and Termination**”).

5. **Confidentiality.** The Parties acknowledge that, by reason of this Agreement, each may have access to certain Confidential Information of the other Party. The Parties agree that, during the term of this Agreement and thereafter, they (i) will not use or permit the use of the other Party’s Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this Section 5. Each Party agrees to protect the other Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as such Party protects its own Confidential Information of a similar nature, but in no event will it exercise less than reasonable care. “**Confidential Information**” of a Party means any and all technical and non-technical information disclosed by such Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), including without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, techniques, drawings, works of authorship, models, inventions, know-how, processes, software programs, software code, and software source documents, related to the current, future, and proposed products and services of each of the parties, financial information, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential

Information of the Disclosing Party. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if the Receiving Party can demonstrate with competent evidence that such portion of Confidential Information: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or (e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose certain Confidential Information of the Disclosing Party to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction.

6. Intellectual Property.

- (a) **Customer Content.** Customer hereby grants Vintory a non-exclusive, non-transferable, limited license, revocable at will by Customer, to copy and use all content, material, and information provided by Customer, including but not limited to Customer logos, trademarks, service marks, and material subject to copyright ("**Customer Content**") solely in connection with the Deliverables to be performed by Vintory under this Agreement. Customer represents and warrants that the Customer Content is owned by Customer, or that the Customer has permission from the rightful owner to use the material or content and that such does not infringe upon any intellectual property right or other third-party rights.
- (b) **Customer Data.** All data, records, and reports directly collected by Customer ("**Customer Data**"), whether in existence at the Effective Date hereof or collected thereafter, shall be the exclusive property of Customer. Customer's furnishing of Customer Data, or access thereto, shall not grant any express or implied interest in or license to Vintory relating to such Customer Data other than as is necessary to perform and provide the Deliverables to Customer. Upon request by Customer at any time and without regard to the default status of the Parties under this Agreement, Vintory shall promptly deliver to Customer the Customer Data in electronic format and in such hard copy as exists on the date of the request by Customer.
- (c) **Developments.** Except for the Vintory IP, all works, materials, products, and modifications created, developed, or prepared by Vintory under this Agreement, that are specially ordered or commissioned by, and unique to, the Customer (the "**Developments**") shall be the sole and exclusive property of Customer. Except as otherwise provided in this Agreement, Vintory agrees to assign and transfer and hereby does assign and transfer to the Customer, for good and valuable consideration, all right, title, and interest, including any and all intellectual property rights pertaining thereto, in the Developments.
- (d) **Vintory IP.** During the course of providing the Deliverables, Vintory may use proprietary software (including without limitation the Vintory Software), data, processes, procedures, information, techniques, and materials, developed by Vintory independent of this Agreement or other agreements with Customer, or legally obtained from other sources ("**Vintory IP**"). The Vintory IP is the sole and exclusive property of Vintory. Vintory retains all rights of ownership to all Vintory IP, including Vintory IP incorporated into the Deliverables. Vintory reserves the right to incorporate, and shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its future products, services, and engagements, any feedback, techniques, skills, and procedures known or acquired during the performance of this Agreement, and any know-how or techniques, including without limitation

any trade secrets, used, learned, developed, discovered, or acquired by Vintory during its performance of this Agreement, other than existing trade secrets acquired from or belonging to Customer. Subject to the terms and conditions of this Agreement and the Ordering Document, including without limitation the Customer's payment of all fees and expenses due and payable pursuant to the Ordering Document, Vintory grants to Customer a non-exclusive, non-transferrable, limited license to access and use the Vintory IP during the Term. For avoidance of doubt, Customer's license to and use of the Vintory software platform (located at app.vintory.com) (the "**Vintory Software**") shall be governed by the terms of the [Software License Agreement](#), which is incorporated herein by reference.

(e) **Vintory Data.** All data provided to Customer by Vintory, including without limitation all data included in the Deliverables (except Customer Data) and all data included in the Vintory Software (collectively "**Vintory Data**"), is Vintory IP. Customer agrees that it will not, and will not permit any third party acting on Customer's behalf to, access, scrape, download, copy, or otherwise extract the Vintory Data, through manual, automated, or any other means, for use outside of the Vintory Software or the Deliverables. Customer acknowledges and agrees that a violation of this Section 6(e) is a material breach of this Agreement.

7. **Non-solicitation.** During the Term of this Agreement and for a period of one (1) year following termination of this Agreement for any reason, the Parties shall not, directly or indirectly, hire, contract, engage, or retain any of the other Party's employees, contractors, consultants, vendors, or agents, the identity of which the Party became aware during the performance of this Agreement, without the express written consent of the other Party.

8. **Limitation of Liability.** Vintory's liability to Customer arising out of or related to this Agreement shall be limited to actual damages and shall not exceed the amount paid by Customer to Vintory in the three (3) calendar months immediately preceding the event giving rise to such liability. In no event shall Vintory be liable to Customer for any indirect, special, incidental, exemplary or consequential damages (including without limitation lost profits, or goodwill), regardless of the cause of action alleged (including without limitation contract, warranty, tort, strict liability, indemnity, or negligence), even if Vintory has been notified of the possibility of such damages.

9. **Disclaimer of Warranties.** EXCEPT AS SET FORTH HEREIN, VINTORY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT SOFTWARE IS PROVIDED, VINTORY DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10. **Dispute Resolution.**

A. **Arbitration.** Any controversy, claim, or dispute arising out of or relating to this Agreement, or the interpretation or breach thereof, shall be settled by arbitration conducted by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "**Arbitration Rules**") governing at the time a claim is initiated. The arbitration shall be conducted in Baltimore County, Maryland before a single arbitrator chosen pursuant to the Arbitration Rules. The decision of the arbitrator shall be final and binding upon the Parties. Judgment upon the arbitration award may be entered in any court having jurisdiction.

B. Equitable Relief; Jurisdiction. Notwithstanding the foregoing agreement to arbitrate, either Party will be permitted to seek equitable or injunctive relief from, and each Party irrevocably consents to the personal jurisdiction of, the state and Federal courts serving Baltimore County, Maryland for matters arising out of or related to Section 5 (“Confidentiality”) or Section 6 (“Intellectual Property”), without being required to post bond or other security.

11. Indemnification. Customer agrees to indemnify, defend, and hold harmless Vintory, and its directors, officers, managers, members, employees, and agents with respect to any claim, demand, cause of action, debt, or liability, including reasonable attorneys’ fees, made by any third party due to, arising out of, or related to (1) Customer Content, (2) Customer’s use of the Deliverables, (3) Customer’s breach of this Agreement, or (4) Customer’s violation of the rights of any third party.

12. Miscellaneous.

A. Representations and Warranties. Each Party hereby represents, warrants and covenants that (1) it is an entity validly existing pursuant to the Laws of the jurisdiction in which it is organized and has the full power and authority to carry out the terms of this Agreement, (2) the person signing this Agreement is duly authorized to execute the same and this Agreement will be valid and binding on such Party in accordance with its terms, and (3) the execution, delivery and performance of this Agreement will not violate any other agreement or instrument to which such Party is a Party.

B. Compliance with Laws. Customer is solely responsible for ensuring that the Deliverables, Customer’s use, and Vintory’s provision thereof to and on behalf of Customer comply with all applicable Federal, state, local, and foreign statutes, rules, regulations, orders and restrictions (“*Laws*”) of any United States or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of Customer’s business or the Deliverables and that Customer has filed, obtained, maintained or submitted all necessary licenses, reports, documents, forms, notices, applications, records, submissions and supplements or amendments required by Law.

C. Governing Law. This Agreement and any controversy, claim, or dispute arising out of or related to this Agreement shall be governed and interpreted pursuant to the Laws of the State of Maryland without regard to the conflicts of law provisions thereof.

D. Assignment. Vintory may assign subcontractors to assist Vintory with providing the Deliverables and may assign its rights or delegate its obligations under this Agreement to a successor-in-interest pursuant to a merger, stock sale, or asset sale. Customer shall not assign its rights or delegate its obligations under this Agreement without Vintory’s prior written consent.

E. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or joint venturer of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.

F. Publicity. Vintory may publicize, at Vintory’s sole expense, the fact that it has established a business relationship with Customer, in such format (which may include Customer’s name and logo), in such publications, and at such times as Vintory deems appropriate and consistent with its customary practices for marketing its services but will not publicize Confidential Information.

- G. Force Majeure.** Vintory and its affiliates will not be liable for any for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including without limitation, acts of God, fire, strikes or labor disputes, Internet service provider failure or delay, denial of service attack, electrical or power outage, natural disaster, pandemic, civil disturbance, terrorism, war, or acts or orders of government.
- H. Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- I. Waiver.** The failure of either Party to exercise any right, or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
- J. Notices.** Customer shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other Party for such purpose and shall be deemed given when sent. Notices to Vintory shall be sent to legal@vintory.com. If Customer fails to provide an email address for notices, Vintory may provide notices hereunder by any means reasonably calculated to provide Customer with actual notice thereof.
- K. Amendment.** Vintory may propose amendments to this Agreement (including without limitation increases in fees and expenses charged to Customer) at any time by providing notice of such proposed amendments via (a) e-mail to the e-mail address provided by Customer at sign-up (as amended from time to time by Customer) or (b) by displaying such notice when the Customer signs into the Vintory Software. If not earlier accepted by Customer, such proposed amendments shall be deemed accepted and become part of this Agreement thirty (30) days after the date such notice is given unless Customer informs Vintory that it does not accept such amendments. In the event Customer informs Vintory that it does not accept the proposed amendments, the proposed amendments will not take effect and the existing terms will continue in full force and effect. No other modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Vintory and Customer.
- L. Order of Precedence.** In the event of any conflict between this Agreement, the Software License Agreement, the Website Terms and Conditions, the Privacy Policy, and the Ordering Document, the order of precedence will be: (a) the Ordering Document (provided that the Ordering Document expressly provides that it modifies this Agreement and is signed by both Parties), (b) this Agreement, (c) the [Software License Agreement](#), (d) the [Website Terms and Conditions](#), and (e) the [Privacy Policy](#).
- M. Entire Agreement.** This Agreement, including the [Software License Agreement](#) and each Ordering Document, all of which are incorporated into this Agreement, constitutes the entire agreement between Vintory and Customer regarding the subject matter hereof and thereof and

supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, concerning their subject matter.