

STANDARD TERMS AND CONDITIONS
Professional Services

1. **Payment; Invoicing.** Payment of fees due and payable under this Agreement and each SOW will be paid within forty-five (45) days after Coke Florida's receipt of an undisputed invoice from Supplier, is contingent upon Buyer having issued a valid purchase order and SOW, where required by Coke Florida, for the Services ordered. All invoices will reflect the applicable purchase order and SOW. In the event Coke Florida disputes any portion of an invoice, Coke Florida will pay the undisputed portion as set forth above and the parties will proceed in good faith to resolve the dispute as soon as possible. Unless otherwise agreed to by the parties in a SOW, upon Supplier's completion of all Services under a SOW to the satisfaction of Coke Florida, Supplier will submit an invoice to Coke Florida for the actual fees and approved expenses incurred for the Services provided. Invoices will be in a form acceptable to Coke Florida and will be accompanied by such supporting data as may be reasonably required by Coke Florida and, at a minimum, will include the following:
 - (a) Reference to the purchase order and/or SOW, as applicable, to which the invoice pertains;
 - (b) Reference to the line item in the purchase order and/or SOW, as applicable to which each specific charge pertains;
 - (c) All charges for time, materials, goods and expense clearly stated in line-item detail, segregated and supported by attached documentation; and
 - (d) If applicable, the milestone number and description and certification that any acceptance testing procedures and criteria are satisfied for the Services associated with the milestone as further described in the applicable purchase order and/or SOW.In no event will Coke Florida make any payment that will cause the total payments under the applicable purchase order and/or SOW to exceed the total estimated fees and expenses that were agreed upon in that purchase order and/or SOW.
2. **Expenses.** Any reimbursable expenses will be paid by Coke Florida as stipulated in a particular SOW and must receive Coke Florida's prior written approval prior to being incurred. Supplier agrees to abide by Coke Florida's Travel and Entertainment Policy, a current version of which may be found at www.cocacolaflorida.com/CokeFloridaT&EPolicy, which is subject to change from time to time at Coke Florida's sole discretion and which is hereby incorporated into this Agreement, with respect to any potentially reimbursable expenses incurred pursuant to performance of this Agreement. Supplier will use commercially reasonable efforts to minimize all expenses, whether or not they are directly reimbursed, including but not limited to such efforts as taking advantage of lowest logical airfares and promotional rates from travel providers.
3. **Default; Termination.** The breach by Supplier of any representation, warranty, covenant or other obligation of this Agreement will be deemed a breach of this Agreement and the applicable SOW (a "**Breach**"). This Agreement and/or any SOW may be terminated by Coke Florida: (i) upon any Breach that is not cured within ten (10) days after Supplier's receipt of written notice of such Breach, or (ii) without cause and for convenience by Coke Florida by thirty (30) days' written notice to Supplier. In the event a Breach by Supplier, by its nature, is not reasonably capable of cure, Coke Florida may terminate this Agreement and/or any SOW immediately upon written notice to Supplier. Upon receipt of a notice of termination of this Agreement and/or an SOW, Supplier will immediately discontinue all the Services under this Agreement and/or the SOW, as applicable, return all copies of Coke Florida data and Confidential Information, records or other materials, and deliver to Coke Florida all work in progress, including incomplete work. In the case of termination, Coke Florida will have no liability to Supplier, except to pay for authorized Services performed by Supplier up to the date of Supplier's receipt of such notice and any additional Services separately authorized in writing by Coke Florida. Upon a determination by litigation that a termination of this Agreement and/or an SOW, other than a termination for convenience, under this section was wrongful for any reason, such termination will automatically be deemed converted to a convenience termination under this section.
4. **Independent Contractor/Subcontractors.** Supplier is an independent contractor, solely responsible for its own employees, and not in partnership or in a joint venture with Coke Florida or an agent or employee of Coke Florida, and will not hold itself out as, or give any person reason to believe that Supplier is an agent or employee or otherwise under the control of Coke Florida. To the extent that Supplier uses a subcontractor for the performance of certain Services under this Agreement, Supplier agrees to be responsible to Coke Florida for the subcontractor's actions to the same extent as if Supplier itself performed the Services pursuant to the terms herein. Supplier also agrees to be solely responsible for making all payments to and on behalf of Supplier's employees and subcontractors, and Supplier agrees to, at its own cost and expense, fully defend, indemnify and hold harmless Coke Florida from and against any and all claims, including, without limitation, any contractors' liens, relating to any such payment obligations. Coke Florida shall not be liable for any debts or liabilities of Supplier.
5. **Access to Coke Florida Premises.** Coke Florida grants to Supplier, its agents and employees, during the Term of this Agreement, reasonable access to Coke Florida's premises for the sole purpose of fulfilling its obligations under this Agreement and any SOWs.
6. **Ownership of Intellectual Property.**
 - 6.1 Coke Florida and Supplier will each maintain ownership of their own pre-existing intellectual property. With the exception of Supplier Intellectual Property (hereinafter defined), Supplier acknowledges that all work papers, reports, documentation, drawings, programming, source code, object code, flow charts, schematics, screen layouts, prototypes, marketing and development plans and other material, including Supplier's final report, or other work product generated pursuant to the Services contracted for by Coke Florida (hereinafter, collectively "**Deliverables**") will belong solely to Coke Florida, and Supplier will retain no rights therein.
 - 6.2 Supplier hereby expressly assigns all rights in and to the Deliverables to Coke Florida and will execute further assignments requested by Coke Florida, without additional compensation. All documentation, work papers or other materials evidencing Supplier's work will be maintained in confidence for Coke Florida by Supplier in a form usable by Coke Florida. Supplier will further:
 - 6.2.1 Provide Coke Florida with a copy of a written agreement with each of its employees and outside suppliers prior to their working hereunder, through which all rights to intellectual property created, made, conceived, reduced to practice or authored by Supplier's employee(s) within the scope of employment by Supplier in the performance of this Agreement and any SOW are owned by Supplier and thereby subject to the preceding assignment; and/or
 - 6.2.2 Require that the persons (including, without limitation, employees, contractors and subcontractors) it provides to perform the Services under this Agreement and any SOW will execute an instrument in the form found at <https://cocacolaflorida.com/PAgreement>, which is incorporated herein by this reference, assigning such intellectual property to Coke Florida prior to commencing Services under this Agreement and any SOW, and provide Coke Florida with a copy.
 - 6.3 Supplier will design and develop such Deliverables based on all applicable codes, specifications, regulations, drawings or other documents supplied by Coke Florida.
 - 6.4 Supplier acknowledges that, to the extent permitted by law, the Deliverables shall be considered works made for hire and that ownership of copyright in regard to the Deliverables will vest in Coke Florida. The Deliverables will recognize Coke Florida as a copyright owner and will contain all proper notices.
 - 6.5 Upon any cessation of the engagement of Supplier by Coke Florida, regardless of the reason, Supplier agrees to immediately turn over to Coke Florida any and all Deliverables as well as records, documents, writings and data of every kind and nature relating to the Confidential Information (as hereinafter defined), and agrees not to retain any copies or other electronic reproductions of the Confidential Information.
 - 6.6 Supplier does not convey any ownership in the frameworks, methodologies and analytical tools that may be used or developed by Supplier in the performance of Supplier's Services ("**Supplier Intellectual Property**"), it being understood that none of the Supplier Intellectual Property will contain Coke Florida's Confidential Information. Supplier will not disclose to any third party either the fact that Coke Florida is a client of Supplier or any details of the work Supplier performs for Coke Florida without Coke Florida's prior written approval. To the extent the Deliverables include any Supplier Intellectual Property, Supplier hereby grants Coke Florida a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Supplier Intellectual Property.
 - 6.7 Supplier hereby consents to Coke Florida permitting use of the Deliverables, without deleting references to Supplier and allowing attribution to Supplier for such Deliverables, by Coke Florida's contractors, consultants and any other suppliers who are working on behalf of or at the direction of Coke Florida at the time of use of the Deliverables ("**Third-Party Contractors**"), provided that:
 - 6.7.1 Coke Florida shall have in place with any such Third-Party Contractor a suitable confidentiality or non-disclosure agreement that prohibits disclosure or use for purposes other than providing Services to Coke Florida; and
 - 6.7.2 Coke Florida acknowledges that Supplier has no duty to any Third-Party Contractor in connection with the Deliverables and, accordingly, Coke Florida shall remain responsible for Third-Party Contractor's compliance with all terms and conditions of this Agreement, and Coke Florida will indemnify and hold Supplier harmless from and against any claim asserted by a Third-Party Contractor in connection with such Third-Party Contractor's use of, or reliance upon, the Deliverables.
7. **Infringement Indemnity.**
 - 7.1 Supplier warrants that the Services and the Deliverables will not infringe upon any intellectual property or other rights of any third party. In the event of any claim by a third party against Coke Florida asserting a patent, copyright, trademark or other proprietary right, infringement or violation involving Supplier's business or the Services or Deliverables provided by Supplier to Coke Florida, Supplier will, at its expense, defend and/or settle such claim and

will indemnify and hold harmless Coke Florida against any and all reasonable costs, reasonable attorneys' fees, expenses, liabilities, settlements, judgments and damages required for such defense; provided, however, that Coke Florida shall notify Supplier in writing of such claim and shall furnish copies of all letters and other documents relating to the allegation of infringement received by Coke Florida, and Supplier shall be given full and sole authority to defend and settle such claim, action or allegation of infringement; provided, however, any settlement which would impose a non-monetary obligation on and/or admission or finding of liability or wrongdoing by Coke Florida will require Coke Florida's consent, which will not be unreasonably withheld, conditioned or delayed.

- 7.2 If Supplier requests, Coke Florida agrees, at Supplier's expense, to assist and/or cooperate with Supplier as Supplier reasonably believes is necessary in such defense and/or settlement. If any infringement claim is brought against Coke Florida or Supplier, or if in Supplier's opinion the Services or Deliverables are likely to become a subject of a claim of infringement of any patent, copyright, trademark or other property or other right of any third party, Supplier shall be entitled, at its option to: (a) procure for Coke Florida the right to continue to use the Services or Deliverables, as applicable, by acquiring, at Supplier's expense, a license in the name of Supplier, or (b) replace or modify the Services or Deliverables, as applicable, with non-infringing Services or Deliverables.
8. **Indemnification.** Supplier will, at its own cost and expense, indemnify, defend and hold harmless Coke Florida, its subsidiary, parent and affiliate companies, and each of their directors, officers, employees, former employees, partners, agents, assigns, representatives, contractors, subcontractors and customers, against all third party claims, lawsuits and allegations, and all related expenses (including, without limitation, reasonable attorneys' fees and costs), losses, costs, liabilities, damages, including punitive and exemplary damages, settlements and judgments ("**Claims**") arising from or related to: (i) the Services or Deliverables Supplier provides to Coke Florida under this Agreement and/or any SOW, (ii) the negligent or intentional acts or omissions of Supplier or its parent, subsidiary or affiliate companies, or any of their directors, officers, agents, employees, former employees, partners, agents, assigns, representatives, suppliers, customers, contractors or subcontractors, (iii) the unauthorized use of Coke Florida's or The Coca-Cola Company's ("**TCCC**") trademarks, patent, copyright or other intellectual property right, and/or (iv) Breach of this Agreement and/or any SOW, including, but not limited to, Breach of the confidentiality obligations in this Agreement.
9. **COVID-19 Waiver and Indemnity.** Supplier agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Supplier Personnel**") while on Coke Florida property, when working with Coke Florida equipment, or when working or interacting with Coke Florida's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Coke Florida Personnel**"). Supplier agrees to, and agrees to cause Supplier Personnel to, comply with all Coke Florida policies, guidelines, signage, instructions and rules when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel, including those pertaining to COVID-19 or other illness. Because the Coke Florida property and equipment are accessible for use by multiple individuals, including Coke Florida Personnel, Supplier recognizes that Supplier Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel.
- With full awareness, understanding and appreciation of the risks involved, Supplier, for itself and on behalf of Supplier Personnel, releases and discharges Coke Florida and its affiliates and Coke Florida Personnel (collectively, the "**Released Parties**") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Supplier further agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Supplier Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements.
10. **Network Access for Supplier.** Supplier agrees to supply each of its employees and subcontractors performing Services under this Agreement and any SOW with the Coke Florida Network Access Agreement, which may be found at <https://cocacolafloida.com/NetworkAccessAgreement>, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement. Supplier will comply, and will ensure compliance by its employees and subcontractors, with the Network Access Agreement.
11. **Warranty.** Supplier hereby represents and warrants to Coke Florida that: (a) Supplier has the experience and ability in the fields and related disciplines as may be necessary to perform all Services with a high standard of quality; (b) the Services will be performed in a workmanlike and professional manner, and all Services, Deliverables, equipment, materials and reports furnished will be as represented by Supplier, suitable for Coke Florida's business purposes and in conformance with Coke Florida's performance criteria provided to Supplier; (c) Supplier has the right to enter into and fully perform this Agreement, and no Service, Deliverable, equipment, materials or reports furnished to Coke Florida will in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party or any rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright; (d) with respect

to all individuals it provides to perform the Services required under this Agreement and each SOW, Supplier will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the United States; (e) Supplier will conduct the Services in the best interests of Coke Florida, and Supplier shall (i) not have any contract, agreement or other understanding with any third party that entitles Supplier, or any of its officers, directors, employees, contractors, subcontractors or representatives, to receive, directly or indirectly, any compensation or benefit whatsoever (whether designated as a rebate, incentive, reimbursement, commission, referral fee, consulting fee, broker's fee or other payment or fee, however designated) as a result of, or related to, the Services performed under, or recommendations resulting from, this Agreement (collectively, "**Benefit**"); (ii) not now or in the future receive any Benefit or seek to receive a Benefit; and (iii) immediately report and remit to Coke Florida any Benefit received by Supplier at any time. This warranty of Supplier will survive the termination or expiration of this Agreement.

12. **Work Rules and Removal of Employees and Others.** Supplier's employees, agents, contractors, subcontractors, sub-subcontractors, vendors and suppliers will comply with all regulations and rules of Coke Florida that may be in effect at Coke Florida facilities, including, but not limited to, good manufacturing practices, Coca-Cola operating requirements ("**KORE**"), passes, badges, confidentiality obligations, smoking, sanitation, health, safety, environmental, security, fire prevention, signs and other rules and regulations set forth elsewhere in this Agreement, an SOW or at the facility. In the event that Supplier's employee, agent, contractor, subcontractor, sub-subcontractor, vendor or supplier is found not to comply with any facility regulations and rules, Coke Florida will notify Supplier of such fact and Supplier shall immediately remove said employee, agent, contractor, subcontractor, sub-subcontractor, vendor or supplier. Supplier will indemnify, defend and hold Coke Florida harmless against any claims arising out of acts or omissions of its employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers performing the Services at or on a Coke Florida facility.
- If Supplier's employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers are removed pursuant to this section, Supplier shall provide replacements reasonably acceptable to Coke Florida within five (5) business days of such removal. Coke Florida will be the sole judge as to performance capability. Any replacement employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers will have substantially equivalent or better qualifications than the personnel being replaced. Unless otherwise agreed to in writing by Coke Florida, Supplier shall not remove or replace personnel provided hereunder. There will be no charge to Coke Florida for any replacement provided in accordance with this section while the replacement employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers acquire the necessary orientation, which will not exceed five (5) business days. Failure by Supplier to comply with the requirements of this section, including the failure to enforce the requirements on its employees, agents, contractors, subcontractors, sub-subcontractors, vendors and suppliers, shall be considered a material breach of this Agreement and cause for temporary termination of performance, work stoppage, removal of personnel from Coke Florida's facility and/or the project, and/or termination of this Agreement by Coke Florida.
13. **Confidentiality.**
- 13.1 Supplier acknowledges that this Agreement and each SOW creates a confidential relationship between Supplier and Coke Florida. Supplier acknowledges that during the Term of this Agreement it may be entrusted with certain Confidential Information of Coke Florida that should reasonably be understood by Supplier due to legends or other markings, the circumstances of disclosure or the nature of the Information itself to be Coke Florida's proprietary and confidential information and agrees that it shall use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar information, and, for a period of three (3) years after expiration or termination of this Agreement, shall not (a) use such Confidential Information for any purpose except the performance of this Agreement and each SOW, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons agree in writing to comply with these obligations of confidentiality), unless such disclosure is authorized in writing by Coke Florida, or (c) disclose any such Confidential Information required by a court or judicial order without first informing Coke Florida and cooperating with Coke Florida if it wishes to contest such disclosure. Furthermore, Coke Florida may disclose Confidential Information to The Coca-Cola Company, Coca-Cola Bottlers' Association, Coca-Cola Bottlers' Sales and Services, and other Coca-Cola bottlers.
- 13.2 "**Confidential Information**" shall mean all data and information submitted to Supplier by Coke Florida or processed, developed, amended, modified or enhanced by Supplier on Coke Florida's behalf in connection with the Services. Confidential Information will be a trade secret of Coke Florida.
- 13.3 Supplier's obligations under this section do not apply to information that (i) was in Supplier's possession without confidentiality restriction prior to disclosure; (ii) was generally known in Supplier's trade or business at the time of disclosure, or becomes so generally known after such disclosure, through no act of Supplier; (iii) has come into Supplier's possession rightfully from a third party without obligation of confidentiality; or (iv) was developed by Supplier independently of and without reference to Confidential Information.
14. **Liability Insurance.**
- 14.1 Supplier will acquire and maintain, at its own cost and expense, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers, to acquire and maintain, during the Term of this Agreement, with carriers having an A.M. Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Supplier must carry, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers to carry, the following minimum types and amounts of insurance on an occurrence basis or, in the case of coverage that cannot be obtained on an

- occurrence basis, then coverage can be obtained on a claims made basis with a three (3) year tail following the termination or expiration of this Agreement:
- 14.1.1 *Commercial General Liability Insurance:* Commercial General Liability Insurance, including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract in the minimum amount of \$10,000,000 per occurrence, \$10,000,000 general aggregate and \$10,000,000 products/completed operations (with at least \$1,000,000 of those amounts being primary, and the remaining \$9,000,000 being a combination of primary, excess and/or umbrella coverages);
- 14.1.2 *Statutory Workers' Compensation Insurance:* Workers' Compensation Insurance covering all Supplier employees, contractors, subcontractors, sub-subcontractors, vendors and suppliers who Supplier uses or provides to perform Services for Coke Florida, in addition to any additional Workers' Compensation Insurance coverage required by applicable laws, and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state(s) or country(ies) where the Services are to be provided or performed. The policies will include an alternate employer endorsement providing coverage in the event any employee or contractor, subcontractor, sub-subcontractor, vendor or supplier who Supplier uses or provides to perform Services for Coke Florida sustains a compensable accidental injury while on work assignment for the Services provided hereunder. Insurer for Supplier will be responsible for the Workers' Compensation benefits due such injured individual;
- 14.1.3 *Commercial Automobile Liability Insurance:* If an automobile is used by Supplier in connection with the performance of its obligations under this Agreement and any SOW, then Commercial Automobile Liability Insurance is required for any owned, non-owned, hired or borrowed automobile used in the performance of Supplier's obligations under this Agreement and any SOW in the minimum amount of \$2,000,000 combined single limit;
- 14.1.4 *Professional Liability / Errors and Omissions ("E&O") Liability Insurance:* Professional Liability / E&O Liability Insurance in the minimum amount of \$5,000,000 each claim and in the aggregate protecting Coke Florida against Supplier's professional negligence, failure to perform professional duties and breach of contractual obligations under this Agreement and any SOW (with certification there is no security breach or unauthorized use exclusion on this policy);
- 14.1.5 *Media Liability Insurance:* If Supplier is creating content or any intellectual property for Coke Florida or providing similar services as a publisher, broadcaster, or other media-related services, then Media Liability Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate including, but not limited to, protection against liability for "electronic and non-electronic" activities regardless of where the claim is made, including coverage for multimedia activities, content, disclosure or unauthorized use of intellectual property, unauthorized disclosure of personal data, unfair competition and false advertising;
- 14.1.6 *Cyber Liability Insurance:* If Supplier is hosting or storing any of Coke Florida's data or providing custom code or a web application Services for Coke Florida, or if Supplier has access to any part of Coke Florida's computer network or confidential data storage, then Network Security/Privacy Liability (Cyber Liability) Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate, including, but not limited to, protection of private or confidential information, whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use, including regulatory action expenses; cyber extortion coverage; and notification and credit monitoring expenses; and PCI coverage or Payment Card expenses or fines;
- 14.1.7 *Crime Insurance:* If Supplier may have direct access to cash, checks, financial instruments, financial resources, or any other items of value belonging to Coke Florida, then Fidelity/Crime/Employee Dishonesty Insurance is required in the minimum amount of \$1,000,000 per occurrence. Coverage will include blanket coverage for Employee Dishonesty and Computer Fraud with a third-party coverage extension for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control. The definition of employee on Supplier's Crime Insurance policy must be endorsed to include "designated agents," thereby including coverage for agents, persons, partnerships, or corporations that may also perform duties in connection with Supplier's performance of its obligation under this Agreement and any SOW;
- 14.1.8 *Property Insurance:* If Supplier is using its own property or the property of Coke Florida in connection with the performance of its obligations under this Agreement and any SOW, then Property insurance is required on an "All Risk" basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Supplier, and includes Coke Florida as a loss payee;
- 14.1.9 *Employment Practices Liability, including Third Party Liability Insurance:* If Supplier is assigning its employees to work on Coke Florida's premises, then Employment Practices Liability Insurance is required, including third party liability in the minimum amount of \$1,000,000 each claim and \$1,000,000 in the aggregate;
- 14.1.10 *Environmental Pollution Insurance:* If Supplier is handling, generating, storing, transporting or disposing of any hazardous materials or environmental pollutants, then Environmental Pollution Liability Insurance is required, correlated to the type of contract and scope of work in amounts and types sufficient to cover any exposure related to any environmental pollutants or hazardous materials stored, generated, handled, transported or disposed of by Supplier, its agents or employees in conjunction with the Services provided pursuant to this Agreement and any SOW, in the minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance will include Environmental Impairment Liability, Contractor's Environmental Liability, and/or Professional Liability, as required depending on the nature of the Supplier's Services. If Supplier is handling, generating, storing, transporting or disposing of any environmental pollutants or hazardous materials at any of Coke Florida's sites, then Environmental Impairment Liability Insurance is also required, covering at least statutory clean-up expenses, bodily injury, property damage, third-party claims and legal expenses resulting from contamination and/or pollution incidents in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate;
- 14.1.11 *Motor Truck Cargo Insurance:* If the Supplier provides for-hire trucking services, covering risks and losses to cargo such as fire, collision, theft, water damage, equipment failure, and refrigeration breakdown, then Motor Truck Cargo Insurance is required in the minimum amount of \$1,000,000 per vehicle and \$1,000,000 per occurrence, including coverage for Property Unloaded at the Terminal or Ocean Marine Coverage in the minimum amount of \$1,000,000 per conveyance;
- 14.1.12 *Warehouse Operators Legal Liability Insurance:* If Supplier stores Coke Florida's property for a fee, then Warehouse's Operators Legal Liability Insurance is required providing a safeguard against at least inventory loss or damage due to facility maintenance issues or gross negligence on the part of Supplier, in the minimum amount of \$1,000,000 per occurrence;
- 14.1.13 *Excess/Umbrella Liability Insurance:* Excess and/or Umbrella Liability Insurance providing coverage over the above Commercial General Liability primary coverage satisfying the requirements as set forth in subsection 17.1.1. above, and Commercial Auto Liability policies such that the minimum amount of a combined primary general liability and excess/umbrella liability limit, and combined Commercial Auto Liability and excess/umbrella liability amount is \$10,000,000 per occurrence and in the aggregate.
- 14.2 The above limits can be achieved by a combination of primary and umbrella/excess policies.
- 14.3 The coverage territory for the stipulated insurance will be on a worldwide basis.
- 14.4 Coke Florida, its parents, subsidiaries, affiliates, and each of their members, managers, directors, officers, employees, partners, customers and agents will be included as an "Additional Insured" on Supplier's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Supplier's Crime and Property policies, and will be evidenced on a Certificate of Insurance.
- 14.5 Prior to the execution of this Agreement or seven (7) days prior to the start of work under this Agreement and any SOW and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Supplier will furnish Coke Florida with a Certificate of Insurance evidencing the insurance coverages and terms set forth in this Agreement. Coke Florida will have the right, but not the obligation, to prohibit Supplier or any agents or contractors, subcontractors, sub-subcontractors, vendors or suppliers from providing Services under this Agreement and any SOW until evidence that the insurance has been placed in complete compliance with these requirements is received and approved by Coke Florida.
- 14.6 Supplier will provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- 14.7 Supplier's insurance as outlined above will be primary and non-contributory coverage.
- 14.8 Supplier, its contractors, subcontractors and any sub-subcontractors, vendors and suppliers will cause their insurance companies to waive their right of recovery against Coke Florida.
- 14.9 Supplier will be solely responsible for any deductible or self-insured retention.
- 14.10 The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Coke Florida, and failure to request evidence of this insurance will not be construed as a waiver of Supplier's obligation to provide the insurance specified.
- 14.11 Supplier will immediately advise Coke Florida of any claim made against Supplier that pertains to this Agreement and any SOW. Both Supplier and Coke Florida will cooperate in any claim investigation.
15. **Supplier Guiding Principles.** Supplier is required to meet the following Supplier Guiding Principles ("SGP"), at a minimum, with respect to Supplier's operations:

Supplier will (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all applicable laws on abuse of employees and will not physically abuse employees; (iv) comply with all applicable laws on freedom of association and collective bargaining; (v) comply with all applicable wage and benefits laws; (vi) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these SGP at the request and to the satisfaction of Coke Florida.

Supplier will develop and implement appropriate internal business processes to ensure compliance with the SGPs. Coke Florida may utilize independent third parties to assess a supplier's compliance with the SGP. These assessments may include confidential interviews with employees and on-site contract workers. If Supplier at any time fails to uphold any aspect of these SGP requirements, Supplier shall promptly implement corrective actions. Supplier hereby warrants that it has read, understands and is in, and will remain in, full compliance with all the requirements of Coke Florida's SGP. Coke Florida reserves the right to terminate this Agreement and any SOW immediately without liability if Supplier cannot demonstrate that it is upholding the SGP requirements.

16. **Defend Trade Secrets Act.** Pursuant to the Defend Trade Secrets Act of 2016, Supplier understands that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is: (a) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Supplier agrees to supply each of its consultants, agents, employees, subcontractors and contractors performing Services hereunder a copy of this notice in this section.

17. **Equal Employment Opportunity/Affirmative Action.** For purposes of the following subsection, "contractor" means Coke Florida and "subcontractor" means Supplier.

Contractor and subcontractor shall abide by the then-current requirements of 41 CFR § § 60-300.5(a), 60-741.5(a) and 60-1.4(a). These regulations prohibit, inter alia, discrimination against qualified protected veterans, qualified individuals on the basis of disability, and employees and applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, pregnancy or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

18. **Code of Business Conduct for Supplier.** Supplier agrees to supply each of its employees and subcontractors performing Services with a copy of Coke Florida's then-current Code of Business Conduct for Suppliers, a copy of which may be found at <https://cocacolaflorida.com/SupplierCOBC>, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement. Supplier will comply, and will ensure compliance by its employees and subcontractors, with the Code of Business Conduct for Suppliers.

19. **Security Requirements.** If Supplier is hosting or storing any Coke Florida data or providing custom code or a web application Services for Coke Florida, then Supplier represents and warrants that it will comply, and cause its contractors and subcontractors and their employees, agents and representatives to comply, with Coke Florida's Security Requirements, which can be found at https://cocacolaflorida.com/Coke_Florida_Security_Requirements, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement.

20. **Anti-Bribery.** This Agreement and each SOW are contingent upon compliance with all applicable laws. As such, Supplier agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Coke Florida, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. The undersigned further warrants that no money paid to Supplier as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable laws. All agents or employees of Supplier who will be involved in representing Coke Florida must be identified in writing to Coke Florida and approved before they perform any actions on behalf of Coke Florida. The undersigned warrants that none of the agents, contractors, subcontractors or employees of Supplier are government officials or close family members of government officials. The undersigned further warrants that no payments will be made by Supplier on behalf of Coke Florida without obtaining prior approval from Coke Florida. At no time shall any payment be made by Supplier or its agents, contractors or subcontractors or employees to any undisclosed third party. A written accounting must be kept of all payments made by Supplier or its agents, contractors, subcontractors or employees on behalf of Coke Florida, and the accounting must be provided to Coke Florida upon request. Coke Florida reserves the right to audit Supplier's books and records in order to satisfy itself that Supplier is in compliance with the terms of this section. Supplier agrees to provide prompt certification of its continuing compliance with applicable laws and this Agreement whenever requested by Coke Florida.

21. **General.**

21.1 Entire Agreement; Agreement Precedence; Acceptance: All exhibits, SOWs, appendices and other attachments to the Agreement or hereto ("Attachments") are incorporated herein by reference and made part hereof. Together, this Agreement and all Attachments will constitute the entire agreement between the parties with regard to the subject matter hereof and will not be modified without an agreement between the parties. The parties object to, and will not be bound by, any provisions in the other party's order

acknowledgement or other order acceptance forms, including pre-printed forms, purchase orders, electronic or otherwise, including counter-offers or invoices, including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose any terms or conditions in addition to, or differing from, the terms and conditions of this Agreement or any applicable Attachments, and any such attempted modification by a party to this Agreement or Attachments will have no force or effect. Furthermore, no click-through or similar agreement relating to the Services shall be of legal effect unless duly and manually signed with ink by both parties. The parties will be deemed to have agreed to the terms and conditions set forth in this Agreement upon signature below or upon Supplier beginning Services, whichever occurs first.

- 21.2 Assignment; Successors and Assigns; No Third-Party Rights: This Agreement, the SOWs and Supplier's rights and obligations hereunder may not be assigned or delegated by Supplier, by operation of law or otherwise, without the prior written consent of Coke Florida. Any attempted assignment or delegation without such prior consent is null and void. Coke Florida may assign or otherwise transfer this Agreement and any SOW without the prior consent of Supplier. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assignees and legal representatives. This Agreement and each SOW will be for the sole benefit of the parties hereto and their respective successors, permitted assignees and legal representatives and is not intended, nor will be construed to give any person or entity, other than the parties hereto and their respective successors, permitted assignees and legal representatives, any legal or equitable right, remedy or claim hereunder.

- 21.3 Notices: The parties agree that all communications relating to the day-to-day performance of the Services will be exchanged between Coke Florida's and Supplier's representatives on their respective project(s) (as indicated in each purchase order or SOW). However, if any formal or legal notices are permitted or required under this Agreement, then such notices will be in writing and will be deemed duly given when actually received by the recipient specified below. Any such notice may be sent by recognized courier service, mail, or electronic mail and will be addressed to the recipients as set forth below:

If to Coke Florida:

Coca-Cola Beverages Florida, LLC

10117 Princess Palm Avenue

Suite 100

Tampa, FL 33610

Attention: Thomas Benford, President and Chief Operating Officer

Email: tbenford@cocacolaflorida.com

with a copy to:

Attention: Deborah Pond, Senior Vice President, General Counsel

at the address above

Email: dpond@cocacolaflorida.com

If to Supplier: to the person and address listed in Supplier's signature block to this Agreement.

- 21.4 Non-Waiver; Amendment; Failure of Coke Florida to object to any terms which now or in the future appear in any form or other communication from Supplier will not be construed as a waiver of the provisions of this Agreement or any SOW nor an acceptance of any such terms. Waiver by Coke Florida of any Breach of any of the terms, conditions or provisions of this Agreement or of an SOW, or any failure to enforce the same, will not in any way affect, limit or waive Coke Florida's right to thereafter enforce or compel strict compliance to that or any other term, provision or condition of this Agreement and any SOW. This Agreement and each SOW may not be modified or amended, except in a writing signed by each of the parties hereto.

- 21.5 Severability: If any provision of this Agreement or an SOW shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

- 21.6 Inspection of Records: Supplier agrees that Coke Florida will have the right upon reasonable notice during normal business hours to inspect and audit all records maintained by Supplier in connection with this Agreement and each SOW during the Term and for a period of three (3) years thereafter.

- 21.7 Force Majeure: Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by acts of God, acts of public enemy, natural or other disasters (such as fires, floods, explosions, violent storms, hurricanes, earthquakes, volcanic eruptions, tidal waves, storm tides, floods, and destruction by lightning), epidemic or pandemic diseases and illnesses, declared national or regional emergency, other catastrophic events, civil disturbances, martial law, blockade, embargo, acts of a sovereign nation or any state or political subdivision, or an impediment beyond a party's reasonable control, and renders performance commercially impracticable as defined under the Uniform Commercial Code (but for the avoidance of doubt, not including acts related to Supplier's supply chain, labor issues or shortages, economic hardship or changes in market conditions) (each, a "Force Majeure Event"). In the event of such a failure or delay in performance by Supplier resulting from a Force Majeure Event, Coke Florida may, at its sole discretion, reject any partial or future performance by Supplier upon giving reasonable notice in writing to Supplier, and this Agreement and/or any SOW (as specified by Coke Florida) will thereupon be terminated and neither party will be liable to the other hereunder except as to Services provided up until the date of termination. Whenever any Force Majeure Event delays or prevents full and timely performance or provision of any Services, or threatens to, Supplier will

- promptly give notice to Coke Florida of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible.
- 21.8 Assurance of Performance: In the event Supplier fails to perform when due any delivery and/or Service required by this Agreement or an SOW, or Coke Florida in good faith has any other reason to question Supplier's intent or ability to perform, Coke Florida may, at its sole election, demand adequate assurance of performance, including that Supplier furnish a performance bond or letter of credit, conditioned to indemnify Coke Florida for any loss Coke Florida may sustain by failure of Supplier to perform its obligations. In the event Supplier fails to comply with such demand within ten (10) business days thereafter, Coke Florida may treat this failure as a Breach of this Agreement and any applicable SOW.
- 21.9 Governing Law; Jurisdiction; Venue: The Services, this Agreement, each SOW, and all matters arising directly or indirectly from this Agreement and each SOW, including tort claims, will be governed by and construed in accordance with the law of the State of Florida without giving effect to the conflicts of laws provisions or principles thereof. For any legal action, suit, claim or other proceeding arising out of or in any way connected with the Services, this Agreement or an SOW, each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Hillsborough County, Tampa, Florida. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Services, this Agreement or any SOW.
- 21.10 Dispute Resolution: The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to the Services, this Agreement or any SOW by confidential non-binding mediation. Either party may institute a mediation proceeding by written request to the other party. Any such mediation proceeding will be conducted in Tampa, Florida in accordance with the then-current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything to the contrary in this Agreement, either party may seek from any court, in accordance with the Governing Law; Jurisdiction; Venue section above, any provisional remedy, including, without limitation, injunctive relief, that may be necessary to protect trademarks, copyrights, patents, confidentiality, non-competition or other rights or property pending the establishment or completion of the mediation proceeding.
- 21.11 Remedies: Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement or in an SOW to Coke Florida is intended to be exclusive of any other remedy available to Coke Florida. Each and every remedy will be cumulative and in addition to every other remedy given, whether existing at law, in equity, by statute or otherwise. The election of any one or more remedies by Coke Florida will not constitute a waiver of the right to pursue other available remedies.
- 21.12 Survival: The provisions of Sections 3-4, 6-9, 11, 13-18, 20-21, and any additional provisions which by law or by their nature, sense and context should survive, will survive any cancellation, termination or expiration of this Agreement.
- 21.13 Exclusivity: During the Term of this Agreement, Supplier will not provide services to the Beverage Business (as hereinafter defined) of PepsiCo, Inc. Further, Supplier's individual employees and suppliers performing Services for Coke Florida pursuant to this Agreement will not during the Term and for a period of three (3) years thereafter, provide services to (a) PepsiCo, Inc., or any of its divisions, subsidiaries or affiliates; or (b) the Beverage Business of any other company (the "**Personnel Exclusivity**"). For purposes of this Agreement, "**Beverage Business**" will mean any business involved in the manufacture, distribution and/or sale of beverages or beverage products, including, but not limited to, soft drinks, ready to drink packaged coffee, ready to drink packaged tea, flavored and unflavored packaged waters, sports drinks, energy drinks, packaged fruit juices, value added dairy drinks and all syrups and/or concentrates, but specifically excluding any alcoholic beverages or alcoholic beverage products, fluid milk and packaged vegetable juices. Nothing herein will prohibit such individual employees or suppliers from providing services to The Coca-Cola Company or its subsidiaries, affiliates or authorized bottlers. Notwithstanding the foregoing, it is agreed that from time to time it may be in the mutual interest of Coke Florida and Supplier that subject matter expert(s) be brought into a meeting or consult with the team performing Services for Coke Florida, and that any such subject matter expert shall not be subjected to the Personnel Exclusivity if agreed to in writing by both parties prior to exposure to any Coke Florida Confidential Information.
- 21.14 Time is of the Essence: Supplier understands that prompt performance of all the Services hereunder and under each SOW is required by Coke Florida in order to meet its schedules and commitments.
- 21.15 Publicity: Supplier agrees that it will not, without the prior written consent of Coke Florida, use in advertising, publicity or otherwise the name of Coke Florida, any Affiliate of Coke Florida or TCCC, or refer to the existence of this Agreement or any SOW in press releases, advertising or other materials distributed to prospective customers.
- 24.16 Non-Defamation: Coke Florida may, at its option, deem Supplier to be in material breach of this Agreement and immediately terminate this Agreement if Supplier takes or authorizes any action against Coke Florida (other than legal action in connection with enforcement of this Agreement) or makes or authorizes any statements in derogation of Coke Florida, its business or its products, either directly or indirectly, and such actions or statements are made known to the general public or become a matter of public knowledge during the Term.
- 24.17 Authorization; Party Representatives: Coke Florida and Supplier each represent that (i) they each have full authority to enter into and perform this Agreement and each SOW, and (ii) the individuals executing this Agreement and each SOW on behalf of each party have the full and complete authority to do so. Each party shall designate one or more of its personnel to act as its business representative in dealing with the other party hereunder. However, Supplier acknowledges and agrees that such designated personnel of Coke Florida is not authorized to: (a) execute or sign agreements, contracts, amendments or other documents on behalf of Coke Florida (other than delivery acknowledgements or other similar documents in the normal daily course of business operations), (b) agree to anything contrary to the terms and conditions of this Agreement, an SOW, purchase order and/or other written agreement executed between the parties, or (c) make any agreements pertaining to indemnification and/or liability and/or that otherwise bind Coke Florida to any obligations to Supplier and/or third parties.
- 24.18 Captions; Electronic: The captions, headings and arrangements used in this Agreement and each SOW are for convenience only and do not in any way affect, limit or amplify the provisions hereof. An electronic signature of any party to this Agreement and each SOW will be considered to have the same binding legal effect as an original signature.
- 24.19 Counterparts: This Agreement and each SOW may be executed in one or more counterparts, each of which will be deemed an original, and all such counterparts, taken together, will constitute one and the same agreement between the parties. To the maximum extent permitted by applicable law, signatures exchanged via facsimile or other electronic means are deemed to be the same as original signatures.