TERMS AND CONDITIONS OF SERVICES

The AllConnect ("ALLCONNECT") initiative is an Anheuser-Busch Companies, LLC ("A-B") project to provide a one-stop shop for you to have access to software, hardware and services that will support your business relationship with A-B.

By signing one or more of the ALLCONNECT Services Group Quotes ("Quote" or "Quotes") applicable to the services indicated below, you have agreed to comply with the terms and conditions ("Terms & Conditions") set forth below. In the event of any conflict between the Terms & Conditions and any other or additional agreements (excluding the Equity Agreement, defined below), the Terms & Conditions shall take precedence. As used in the Terms & Conditions, the terms "you" and "your" mean the wholesaler company identified on the applicable ALLCONNECT Service Quote executed by you.

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1. ALLCONNECT GENERAL

1.1 Software, Hardware and Services. The Terms & Conditions establish exclusively the contractual obligations of you and A-B regarding the computer software, hardware and services (respectively, “Software”, “Hardware” and “Services”) provided to you as part of the ALLCONNECT Services. As specified hereinafter as to each Software program, certain Software is owned and licensed directly to you hereunder by A-B (“A-B Software”), and other Software is owned by a third-party licensor and is made available to you by A-B hereunder (“Vendor Software”). All Hardware contemplated hereunder are sourced from third parties. All Services contemplated hereunder are provided by third parties. All third-party licensors and suppliers of Software, Hardware and/or Services (“Vendors”) are unaffiliated with A-B. In certain circumstances, Vendors may require you to enter into a contractual agreement regarding Software, Hardware and/or Services directly between Vendor and you (the “Vendor/Wholesaler Contract”). Contracts between A-B and a Vendor regarding the Vendor’s Software and/or Services are referred to hereinafter as the “Vendor/A-B Contracts.”

1.2 Term and Termination. Your right to use Software begins upon receipt of tangible media for the Software or the authorized download of Software, as the case may be, and the period of performance for Services begins upon the date of A-B’s acceptance of the applicable Quote. Software licenses, your right to use Software, and Services, may be terminated by A-B (a) upon A-B’s notice to you of termination (with or without cause) regarding specified
Software or Services, (b) upon termination or expiration of the applicable Vendor/A-B Contract or the Vendor/Wholesaler Contract, (c) upon termination or expiration of the Amended and Restated A-B Wholesaler Equity Agreement between A-B and Wholesaler (the “Equity Agreement”), or (d) upon any breach by you of the Terms & Conditions. Your obligation to purchase Software or Services hereunder may be terminated by you at any time upon thirty (30) days written notice to A-B.

1.3 Modification of Software/Services. In addition, but not by way of limitation, A-B shall have the right to terminate a particular Vendor or certain Software or Services, in whole or in part, and/or modify a Quote by substituting a Vendor, its Software or Services, in whole or in part, with another Vendor or other Software or Services.

1.4 Fees, Invoicing, and Payment Obligation. Except as may otherwise be specifically set forth the Sections below beginning with Section 2, the following terms apply to fees, invoicing and payment obligations.

(a) All fees contemplated in Quotes are due as specified therein or otherwise within thirty (30) days of the date of invoice, are non-cancelable and the sums paid non-refundable, except as expressly set forth herein. In the event you terminate the Terms & Conditions as provided above, you shall be entitled to a prorata refund of previously paid fees for Services that would have been provided after the date of termination. On all past due amounts, A-B shall have the right to charge (and, upon exercise of such right, you will have the obligation to pay) interest at a rate of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law.

(b) In entering into payment obligations under Quotes, you agree and acknowledge that you have not relied on the future availability of any Service, Software or related improvements or updates.

(c) In addition to Software and Services fees, A-B will invoice you, and you will be obligated to pay, for any applicable shipping charges, sales, use and other applicable taxes (excluding taxes calculated on A-B’s income), and authorized expenses incurred by A-B.

(d) You shall reimburse A-B for all expenses (including attorneys’ fees) incurred in collection of any past due amount owed by you hereunder.

1.5 Delivery and Installation.

(a) Except as may be provided specifically hereunder or in the applicable Vendor/Wholesaler Contract, you shall be responsible for installation of all Software.

(b) Software may be obtained by contacting A-B or A-B’s designated Vendor at mobility@anheuser-busch.com.

1.6 Representations and Warranties. You represent and warrant to A-B that you have the corporate and other legal authority to enter into the Terms & Conditions, that the person executing the Quote on your behalf has been duly authorized to do so, and that the Terms & Conditions comprise obligations legally enforceable upon you. You will at all times abide by the terms and conditions of all Vendor/Wholesaler Contracts to which you are a party, and will not utilize any Software or Services in a manner that violates the rights of any third party or any applicable laws or government regulations. You agree to, and hereby do, indemnify, defend and hold harmless A-B and its officers, directors, employees and other representatives and affiliates from and against all losses, damages, liabilities, costs and expenses (including reasonable attorneys fees) incurred as a result of or in connection with your willful misconduct, negligence or breach of your obligations hereunder or under any Vendor/Wholesaler Contract.

1.7 Disclaimers and Limitations. Components of the Software, Hardware and Services are licensed and sourced by and A-B from third parties and A-B cannot provide to you any greater rights or privileges than those provided to A-B, nor guarantee any continued availability of such Software and Services. Although certain third party Vendors may agree to provide limited indemnification protection to A-B and to you in connection with the use of applicable Software and Services, A-B does not represent, warrant or guarantee the performance of such Vendors and nothing herein shall be interpreted as any representation, warranty or guarantee of any Vendor’s indemnification obligations or any other Vendor obligation. Upon your reasonable request, A-B will provide reasonable assistance to you in the event you have and choose to pursue any claims against a third party Vendor, but shall have no other liability.

1.8 Books, Records and Audit Rights. You shall maintain all books and records reasonably necessary to document your compliance with the Terms & Conditions and any Vendor/Wholesaler Contract, and A-B shall have the right to audit your books and records, at A-B’s cost and without disruption of your normal business operations, but only to the extent relevant to verify your compliance with the Terms & Conditions and any Vendor/Wholesaler Contract. In addition, A-B and/or Vendors shall have the right to inspect your facilities and computing devices
(including mobile devices), at A-B's and/or Vendors' cost and without disruption of your normal business operations, solely to the extent necessary to verify your compliance with the Terms & Conditions and any Vendor/Wholesaler Contract.

1.9 **Intellectual Property and Confidentiality.** Software releases, updates, patches, fixes, improvements, modifications, enhancements, suggestions, derivative works, manuals and other documentation which may be developed or otherwise acquired by you or A-B, and all intellectual property rights therein and related thereto, are collectively referred to herein as “Derivatives”. All Software and all Derivatives thereof are and shall remain the sole and exclusive property of A-B and Vendors, as applicable. You shall have no right, title or interest in or to any A-B Software, Vendor Software or any Derivatives of either A-B Software or Vendor Software, and you shall acquire no intellectual property rights in any of the foregoing, except for the limited license rights expressly granted to you by A-B hereunder or by Vendors under the applicable Vendor/Wholesaler Contracts. You acknowledge that the A-B Software, the Vendor Software, all Derivatives thereof and their structure, organization, operation and source code, constitute valuable trade secrets of A-B or Vendors, as applicable, and you agree to take all commercially reasonable measures to maintain the confidentiality of the same and, in no event, shall such measures be less than those taken by you to protect your own proprietary information. You shall not, and shall not permit any third party (including any third party engaged by you or given access to Software by you) to, modify, lend, adapt, translate, copy (except for backup copies explicitly permitted hereunder or under a Vendor/Wholesaler Contract), reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of or create any derivative works from, any Software or any Derivatives thereof. Any rights in and to Software not expressly granted to you by A-B are reserved by A-B. You acquire no right, title or interest in any trademark appearing on or in connection with any Software or Derivatives and you agree not to alter, delete or otherwise modify any such trademarks. Upon termination of the Terms & Conditions, you shall cease all use of, and shall return to A-B immediately, all copies of all Software and Derivatives.

1.10 **Export Law Assurance.** You agree and certify that Software and any other technical data received pursuant the Terms & Conditions will not be exported or reexported outside the United States except as authorized and as permitted by the laws and regulations of the United States and, if the Software and any other technical data was rightfully obtained by you outside of the United States, by the laws and regulations of the foreign jurisdiction in which you obtained the Software.

1.11 **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY**

OTHER THAN AS EXPRESSLY STATED HEREUNDER, NEITHER A-B NOR ANY VENDOR MAKES ANY REPRESENTATIONS OR WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS", AND THERE ARE NO ASSURANCES THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL OPERATE UNINTERRUPTED, OR WILL BE ERROR OR VIRUS FREE. A-B SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY VENDOR SOFTWARE OR SERVICES OR FOR ANY OBLIGATIONS ASSUMED BY ANY VENDOR; ALTHOUGH A-B WILL PROVIDE YOU WITH REASONABLE ASSISTANCE, WITHOUT MATERIAL OUT-OF-POCKET COST TO A-B, IN PURSUING RESOLUTION WITH VENDORS REGARDING ANY CLAIM YOU MAY HAVE RELATED TO SOFTWARE, HARDWARE OR SERVICES. THE ENTIRE RISK AS TO RESULTS AND RISKS OF PERFORMANCE OF THE SOFTWARE AND SERVICES IS ASSUMED BY YOU. NO ORAL OR WRITTEN ADVICE PROVIDED BY A-B, A VENDOR, OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY BY A-B.

THE ENTIRE AND EXCLUSIVE LIABILITY OF A-B UNDER THE TERMS & CONDITIONS SHALL BE LIMITED TO (A) REPLACEMENT OF A-B SOFTWARE, (B) RETURN OF PRORATED, UNUSED PORTION OF AMOUNTS PAID HEREUNDER FOR A-B PROVIDED SERVICES, OR (C) RETURN OF PRORATED, UNUSED PORTION OF AMOUNTS PAID HEREUNDER FOR VENDOR SOFTWARE OR SERVICES BUT ONLY TO THE EXTENT SUCH AMOUNTS ARE RECOVERED BY A-B FROM THE VENDOR. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL A-B HAVE ANY LIABILITY UNDER OR RELATED TO THE ALLCONNECT SERVICES AND THE TERMS & CONDITIONS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA OR LOST SAVINGS), EVEN IF A-B HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THIS LIMITATION OF LIABILITY PROVISION BE SUBJECT TO A CLAIM OF FAILURE OF ESSENTIAL PURPOSE.

1.12 **Miscellaneous**

(a) **Assignment.** You may not assign or otherwise transfer (by operation of law such as by virtue of a merger or stock acquisition) any of your rights or obligations under the Terms & Conditions without the prior written consent of A-B. Any unauthorized assignment by you shall be void and shall be deemed a breach of the Terms & Conditions. A-B shall have the right to assign and/or transfer any of its rights and obligations under the Terms & Conditions.
(b) **Entire Agreement/Amendment.** The Terms & Conditions comprise the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements regarding such subject matter which prior agreements hereby are terminated and of no further force or effect; provided, however, that in the event of a conflict of the Terms & Conditions with the terms and conditions of the Equity Agreement, the terms and conditions of the Equity Agreement shall prevail. In the event of any conflict between Section 1 of the Terms & Conditions and any other section of the Terms & Conditions, Section 1 shall control.

(c) **Severability.** In the event any one or more of the terms or provisions contained in the Terms & Conditions or any application thereof finally shall be prohibited by applicable law or declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Terms & Conditions or any application thereof shall not in any way be affected or impaired, except that, in such an event, the Terms & Conditions shall be deemed revised in order to provide the party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such a declaration, to the maximum extent legally permitted by applicable law.

(d) **Independent Contractor.** Each party shall carry out its duties and obligations under the Terms & Conditions as an independent contractor and not as a partner, joint venturer or agent of the other party, and each party’s performance shall not be subject to supervision or control by the other party, but shall be subject solely to the Terms & Conditions.

(e) **Force Majeure.** Any delays or failures by either party hereto in the performance of its obligations hereunder (other than obligations of payment on your part) shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party’s control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, terrorism, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party.

(f) **Survival.** All of your obligations under the Terms & Conditions which are not, as expressly stated herein, fully to be performed during the continuance of the Terms & Conditions (including, but not limited to, its obligations regarding Intellectual Property and Confidentiality), shall survive the termination of the Terms & Conditions for any reason.

(g) **Notices.** All notices required or contemplated by the Terms & Conditions shall be in writing. Any notice to be given or served hereunder, by either party shall be deemed given and received hereunder when delivered personally or three (3) days after being mailed certified mail, postage prepaid, to you or A-B at the addresses set forth in the applicable Quote, which addresses may be changed by notice which is provided in accordance with this provision. In addition, you may give notice under the Terms & Conditions by sending notice, read receipt requested, to mobility@anheuser-busch.com, which shall be deemed given and received hereunder when the read receipt is given.

(h) **Amendment.** A-B may, from time to time, make changes to the Terms & Conditions. On the occasion of such changes, A-B shall notify you and will post them to the ABMarketing.com website to make you aware of what the changes are. Continued use of the Software and Services will constitute your agreement to such changes to the Terms & Conditions.

(i) **Governing Law.** The Terms & Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri, excluding its choice of law provisions.

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2. MOBILITY SOFTWARE LICENSE

You may possess, or may be provided in the future, certain Mobility software for use on equipment owned or controlled by you ("Mobility Software") and related explanatory written materials ("Mobility Documentation") as described in the Quote provided to you. The term "Mobility Software" shall also include any Derivatives of the Mobility Software and Mobility Documentation. The Mobility Software is A-B Software.

2.1 License. In addition to the terms of Section 1 above, the following terms and conditions of this Section 2 apply to your use of Mobility Software and Mobility Documentation. A-B hereby grants to you a personal, non-exclusive, non-transferable limited license to use the Mobility Software and Mobility Documentation only in object code form with compatible equipment. A-B reserves all rights not expressly granted to you.

2.2 Use of the Mobility Software.

(a) You may install the Mobility Software in any wholesaler location (assigned a wholesaler #) covered under your A-B Wholesaler Equity Agreement on multiple computers with multiple users in the territory contemplated your Equity Agreement. (A separate license fee is due for each server or mobile computer upon which the Mobility Software is installed); and

(b) You may transfer documents/files/spreadsheets that are created on one computer to another computer within the same wholesaler, using the Import/Export features (if any) in the Mobility Software.

2.3 Copies/Trademarks. You may either (i) make one copy of the Mobility Software solely for backup purposes, or (ii) transfer the Mobility Software to a single hard disk provided you keep the original solely for backup purposes. You agree not to alter, delete or otherwise modify any trademark appearing on or in connection with the Mobility Software or Mobility Documentation.

2.4 License Fee. You shall pay to A-B for the use of the Mobility Software and Mobility Documentation a licensee fee in the amount set forth in the Quote. You shall immediately notify A-B of the number of mobile computers upon which the Mobility Software is installed and their location. A-B may enter your property during normal business hours to determine the number of your computers that are using the Mobility Software and/or Mobility Documentation. A-B may also use such electronic or other methods that it deems necessary or helpful to control the unauthorized use or distribution of the Mobility Software or Mobility Documentation.

2.5 Transfer. You may not rent, lease, sublease, lend or otherwise transfer the Mobility Software or Mobility Documentation or copies of any portion thereof to any other person or entity, including, but not limited to, other wholesalers or personnel affiliated with these wholesalers.

2.6 Upgrades. A-B may correct errors and provide upgrades, patches, fixes and the like in and to the Mobility Software to ensure the functionality and the original intent of the Mobility Software. A-B will determine if and when upgrades and/or revisions will be made and provided to you.

2.7 Limited Warranty. A-B warrants to you that the Mobility Software shall function substantially in accordance with the Mobility Documentation for a ninety (90) day period following your receipt of the Mobility Software. To make a warranty claim if the Mobility Software proves defective during this time period, you must give written notice to A-B stating the deficiency of the Mobility Software and explaining how it did not perform in accordance with the Mobility Documentation.

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3. MOBILITY HARDWARE PROCUREMENT

You may acquire certain hardware goods ("Mobility Hardware"), such as may be described in a Quote provided to you, for use in connection with the Mobility software described in the Quote provided to you. You hereby agree to purchase, and A-B agrees to sell, or arrange for the sale, of the Mobility Hardware subject to Section 1 of the Terms & Conditions and the terms provided by this Section 3 below.

3.1 Limited Warranty. A-B warrants title to all Mobility Hardware furnished by, or on behalf of, A-B. A-B shall pass along to you any manufacturer’s warranties with respect to the Mobility Hardware if and to the extent A-B is so authorized by the manufacturer, and you agree to pursue all warranty claims against the manufacturer. A-B will provide you with reasonable assistance, without material out-of-pocket cost to A-B, in pursuing resolution with vendors regarding defective Mobility Hardware.

3.2 Payment. Payment of the purchase price (plus applicable freight, insurance and taxes, less advance payment) is due net 30 days after delivery, it being understood that A-B may withdraw such amount from your PAD account.

3.3 Taxes. The prices quoted for Mobility Hardware do not include any sales, use or like taxes that may now or hereafter be imposed by federal, state, or local governments. Any and all of the foregoing taxes shall be borne by you.

3.4 Price Adjustments; Substitution of Equivalent Mobility Hardware. Any price or prices set forth on the Quote are for delivery within the timeframe listed on the Quote, but if such price or prices for Mobility Hardware are increased by A-B before delivery of the Mobility Hardware to you, then such increased prices shall be deemed to have been originally inserted therein, and you shall be billed by A-B on the basis of such increased price or prices. Notwithstanding the preceding sentence, if the aggregate price set forth on the Quote would be increased by more than ten percent (10%), then such Quote shall be deemed withdrawn and cancelled by the parties and A-B shall issue a new Quote to you. A-B may, in its sole discretion, substitute functionally equivalent parts or accessories for those identified to you without notice to you or your consent.

3.5 Delivery; Risk of Loss; Security Interest. Delivery shall be FOB A-B’s plant per your shipping instructions, if any. All transportation and insurance charges for Mobility Hardware to and from A-B, or its designee, shall be borne by you. A-B shall not be liable for any delay, loss or damage in transit and may select alternate carriers which, in its view, are suitable. Partial deliveries shall be accepted by you and paid for pursuant to the Terms & Conditions. Partial delivery of Mobility Hardware not in accordance with specifications shall not affect the remainder. Title and risk of loss or damage to the Mobility Hardware shall pass to you upon delivery of the Mobility Hardware to the carrier. A-B reserves a purchase money security interest in the Mobility Hardware until payment in full has been received by A-B. You agree to grant and hereby grant to A-B such security interest and agree to the filing of appropriate documents pursuant to applicable law and will, if requested by A-B in writing, execute and deliver to A-B such documents for filing.

3.6 Time Limit for Rejection or Revocation of Acceptance of the Mobility Hardware. Rejection or revocation of acceptance by you of the Mobility Hardware must be within five (5) days after delivery of the Mobility Hardware to you.

3.7 Termination by You. If you terminate the Terms & Conditions, you shall be liable for payment of reasonable cancellation charges, which shall not exceed the price of the Mobility Hardware cancelled, but which shall include, among other things, expenses incurred by A-B prior to the termination date with regard to the Mobility Hardware, A-B’s actual liabilities against commitments incident to the Terms & Conditions, properly allowable indirect charges and a reasonable profit.

3.8 Default. A-B reserves the right to refuse or stop delivery of the Mobility Hardware if for any reason A-B has doubts as to your ability or intent to pay. If you materially fail to perform or comply with any provision of the Terms & Conditions, A-B may cancel the order for Mobility Hardware in whole or in part and may deem such failure or non-compliance as a breach of the Terms & Conditions.

3.9 Limitation of Actions. Any legal action brought by you in connection with Mobility Hardware must be brought within one year of the date of delivery of such Mobility Hardware to you.

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4. **MOBILITY SUPPORT AND MAINTENANCE**

A-B agrees to provide, directly or indirectly, support services to you related to Mobility Software and Mobility Hardware (as more fully described in Section 4.1 below, the "Mobility Support Services") subject to Section 1 of the Terms & Conditions and the terms provided in this Section 4 below.

4.1 **Scope of Services.** The Mobility Support Services will include the items described below; provided, that A-B may determine to add other services or replace any the Mobility Support Services with other services. A-B shall use all commercially reasonable efforts to ensure that the Mobility Support Services are performed in a professional and workmanlike manner.

(a) **Installation Services:** all necessary services to schedule and install Mobility Software at your location, generally including, planning, integration, documentation and initial training. Specific installation services will include maintaining installation process documentation, scheduling of installation projects, assigning required installation resources, providing installation project management and provide order processing services for hardware items.

(b) **Mobility Support Services:** all necessary services to support your use of the Mobility Software. Such support will generally include diagnostics and troubleshooting, and working with your environment required to run Mobility Software. Specific support services will include maintaining the Mobility Knowledge Base tool, training for new product upgrades, coordinating software upgrades, supporting initial execution data and mobility utilization data, data validation, and supporting route accounting software conversions and consolidations.

4.2 **Time Limit for Rejection or Revocation of Acceptance of the Mobility Support Services.** Rejection or revocation of acceptance by you of the Mobility Support Services must be within five (5) days after completion of the applicable Mobility Support Services. You agree to notify A-B in writing of such rejection or revocation, giving such particulars as may be reasonably required by A-B to evaluate the sufficiency or non-sufficiency of such Mobility Support Services. A-B shall use its reasonable commercial efforts to correct any deficiency in the Mobility Support Services that A-B determines, in its sole judgment, has occurred based on the information received from you.

4.3 **Service Personnel.** Individuals performing Mobility Support Services on-site at your facility shall comply with all workplace safety and security standards and policies applicable to your employees of which they are made known.

4.4 **Non-Solicitation.** Unless otherwise agreed in writing by A-B, you agree that you will not, during the continuance of the Terms & Conditions and thereafter, solicit for employment or for the performance of any services, or employ or contract for the performance of services, directly or indirectly, any A-B employee or contractor performing, or that has performed, any Mobility Support Services for you.

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You will be provided certain E-commerce related services as described in the Quote provided to you. Such Services are provided by a Vendor and any related Software is Vendor Software. In addition to the terms of Section 1 above, the following terms and conditions of this Section 5 apply to your use of such Services.

If you are a new user to On-Net Services (defined below), then there are certain preliminary actions that you must take in order to initialize and implement these services. These preliminary actions are outlined below.

**Preliminary Actions**

- Verify that Electronic Commerce and Electronic Funds Transfer (EFT) are permitted in your state, by checking with your State and/or Local Alcohol Control Board
- Contact your Route Accounting System (RAS) to obtain necessary upgrades and modules for Electronic Commerce
- Complete and return the Electronic Commerce Setup Form available from:
  
  Anheuser-Busch Electronic Commerce Coordinator  
  Email: ECCoordinator@anheuser-busch.com  
  Fax: 314-256-6281  
  Phone: 314-529-4287

- Once the Setup Form has been returned, you will receive the necessary software and retailer setup information
- A-B’s Electronic Commerce Support Team will contact you to assist with set-up and testing
- Retailer specific information and timing of electronic communications will be provided by the Support Team
- Once testing is complete, an agreed upon go live date will be selected

If you, your RAS, or your Retailers have questions or need additional information, please call the Electronic Commerce Coordinator at 314-529-4287.

**5.1 Scope and Term.** The terms of this Section 5 specifically pertain to both an EDI ("Electronic Data Interchange") and EFT ("Electronic Funds Transfer") capability. These capabilities will be provided to you through a Vendor (the "E-Commerce Vendor"). The Terms & Conditions (and specifically this Section 5) will provide the scope and terms associated with the Services as between you and E-Commerce Vendor. A-B will pay E-Commerce Vendor for the Services on your behalf and will recover any associated fees for such services from you through its current wholesaler programs. These Services will commence on the date identified in A-B’s acknowledgement of the applicable Quote and will continue for a period of one (1) year, unless otherwise terminated as set forth above. Thereafter, these Services will automatically renew for one year periods, unless one party notifies the other 30 days prior to such anniversary of its intent not to renew these Services.

**5.2 Certain Definitions.** The following definitions will apply to this Section 5.

(a) "On-Net Services" means access to the applicable network, including EDI translation services and related network support performed by E-Commerce Vendor.

(b) "On-Net Support" means (i) communication assistance, and (ii) maintenance and support of E-Commerce Vendor-owned hardware supporting the On-Net Services.

(c) "Licensed Program" means the most current version, as of the Effective Date, of the E-Commerce Vendor proprietary computer software program known as "EC Manager". The Licensed Program is Vendor Software.
5.3 **General.** E-Commerce Vendor will make the resources available to perform the On-Net Services each month, including without limitation commercially reasonable efforts to provide On-Net Support and the Licensed Program. Unless otherwise specified herein, you shall provide any software and hardware necessary to connect to or utilize the On-Net Services.

5.4 **Grant of License.** Effective as of the Effective Date, E-Commerce Vendor grants to you, and you accept from E-Commerce Vendor, a paid-up, royalty-free, non-exclusive license to use, and copy the Licensed Program during the term of the On-Net Services and in accordance with the Terms & Conditions and subject to the following restrictions:

(a) The Licensed Program will be used by you solely to support your internal data processing operations.

(b) The Licensed Program will be used by you solely on equipment and at facilities owned, leased by, or loaned to you and under your control and will be operated solely by your employees, contractors, consultants, and agents only to the extent necessary for such contractor, consultant, or agent to perform those services subcontracted to it. You will remain responsible for the obligations performed by any of its contractors, consultants, or agents to the same extent as if such obligations were performed by your employees. You will notify E-Commerce Vendor in writing as to the number and specific location of the copies of the Licensed Program used by you hereunder prior to the commencement of each such use.

(c) You will not, and will not permit your employees or agents to, copy or reproduce the Licensed Program, or any component thereof, except as may be necessary in connection with your use of the Licensed Program to support your internal data processing operations with respect to the intended purpose specified under the Terms & Conditions.

(d) You will maintain the Licensed Program in strictest confidence, will provide access to the Licensed Program solely to your employees, contractors, consultants, or agents requiring such access to support your internal data processing operations with respect to the intended purpose under the Terms & Conditions, and will (i) instruct your employees that the Licensed Program, and all components thereof, are proprietary to, and the trade secrets of, E-Commerce Vendor, and (ii) ensure that any such contractor, consultant, or agent has agreed in writing to protect the confidentiality of the Licensed Program in the manner required by you pursuant to this Section 5. You acknowledge and agree that the Licensed Program, and all components thereof, are the valuable property and trade secrets of E-Commerce Vendor, that any violation by you of the provisions of this Section would cause E-Commerce Vendor irreparable injury for which E-Commerce Vendor would have no adequate remedy at law, and that, in addition to any other remedies which E-Commerce Vendor may have, E-Commerce Vendor will be entitled to preliminary and other injunctive relief against any such violation.

(e) You will not, and will not permit your employees or agents to, sell, assign, lease, license, sublicense, or otherwise transfer or provide the Licensed Program, or any component thereof, right therein, or access thereto, to any other party for any purpose.

(f) You will include on all copies of the Licensed Program which you may have in your possession, or create, whatever type of designation E-Commerce Vendor may reasonably require from time to time to indicate that such material is the proprietary property of E-Commerce Vendor.

(g) In the event that any portion of the Licensed Program should come into the possession of unauthorized third parties as a result of a breach by you of the Terms & Conditions, you will, at your expense, use all reasonable efforts to retrieve such material and, if unsuccessful in such efforts, will reimburse E-Commerce Vendor for all reasonable expenses incurred by E-Commerce Vendor in attempting to retrieve such materials.

(h) E-Commerce Vendor retains all rights not expressly granted herein.

Notwithstanding anything to the contrary herein, the restrictions set forth above will survive any termination of the Terms & Conditions.

5.5 **General Obligations.** You will have the obligations as specified below.

(a) **System Integration.** You will test the EDI files in their respective application interface modules.

(b) **Implementation Readiness.** A-B will notify you of its planned implementation date to receive EDI services from E-Commerce Vendor. You and E-Commerce Vendor will mutually agree to a set of implementation
readiness activities, such as identifying contact names, PC installation completion, wholesaler company profile information, test file creation, etc., which will be required for you to complete prior to implementation of the E-Commerce Vendor Services. If necessary, and with agreement from A-B, A-B will assist you in the completion of these activities.

5.6 Warranty Disclaimer. THERE ARE, AND E-COMMERCE VENDOR HAS MADE, NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE OR FROM THE LICENSED PROGRAM OR FROM OTHER ITEMS PROVIDED UNDER THIS AGREEMENT. Further, E-Commerce Vendor expressly does not warrant that the Licensed Program will conform to any particular specifications, contain any specific functions, meet any of your requirements or be free from defects. E-Commerce Vendor does warrant that the Licensed Program will function as an operational component of the On-Net Services. Your sole and exclusive remedy under the Terms & Conditions for any failure of E-Commerce Vendor to meet such warranty is that E-Commerce Vendor has agreed to use all commercially reasonable efforts to correct any such failure.

5.7 Limitation of Liability. E-Commerce Vendor's liability to you or to any other person on any claim of any kind, whether based on contract, warranty, tort, negligence, strict liability, indemnity or otherwise, for any loss or damage arising out of, connected with, or resulting from the Terms & Conditions or from the performance or breach of the Terms & Conditions, or from any On-Net Services or materials covered by or furnished under the Terms & Conditions, will be limited to your direct damages, but in no case will the amount of direct damages exceed $1000.

Under no circumstances will E-Commerce Vendor be liable to you, or to any other person for any damages, including any loss of data, loss of profits, loss of savings, or incidental or consequential damages. In addition, under no circumstances shall E-Commerce Vendor be responsible or liable for the content or accuracy of any information transmitted over the On-Net. Without limiting the following, E-Commerce Vendor will have no liability for any cause of action against E-Commerce Vendor which occurred more than two years prior to the filing of a suit alleging such cause of action.

5.8 Charges for On-Net Services. In consideration for the license to the Licensed Program and the On-Net Services provided hereunder, A-B will pay to E-Commerce Vendor, on your behalf, an amount to be agreed upon between E-Commerce Vendor and A-B in accordance with the terms of the agreement between E-Commerce Vendor and A-B.

5.9 Termination. Upon termination for any reason, then, in addition to any other rights which either party may have, you will promptly return to E-Commerce Vendor all copies of the Licensed Program, and all components thereof, in your possession or under your control and will completely erase the Licensed Program, and all components thereof, from your computer systems. Upon E-Commerce Vendor's request, you will execute and deliver to E-Commerce Vendor a written certification that you have complied with the provisions of this Section and no longer retains any material relating to the Licensed Program or any component thereof.

5.10 Confidentiality. The parties recognize that, during the continuance of the Terms & Conditions, each of E-Commerce Vendor and you may have access to confidential information belonging to the other. As such, each of E-Commerce Vendor and you agree to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to avoid disclosure to any third party of any of the other's information that has been identified as confidential and to use such information only in performing the activities contemplated by the Terms & Conditions. The foregoing will not prevent either party from disclosing or using information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under the Terms & Conditions, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed by the recipient party without use of the other party's confidential information or (e) is disclosed without similar restrictions to a third party by the party owning the confidential information. It will not be a breach of this Section 5.10 if E-Commerce Vendor shares with A-B your confidential information related to its relationship with A-B in the normal course of providing the Services. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to the requirement so long as the party required to disclose the confidential information, to the extent possible, provides the other party with timely prior notice of the requirement and coordinates with such other party in an effort to limit the nature and scope of the required disclosure. In addition, and notwithstanding anything to the contrary herein, each party may disclose to taxing authorities, and to such party's representatives, outside counsel and advisors, any confidential information that is required to be disclosed in connection with such party's tax filings, reports, claims, audits or litigation without prior notification to, or approval or consent by, the other party. Unless otherwise required by applicable law, upon written request of the disclosing party at the termination of the Terms & Conditions, all documented confidential information (and all copies thereof) of the
disclosing party will be returned to the disclosing party or will be destroyed, with written certification thereof being
given to the disclosing party.

5.11 **Miscellaneous.** Except for any announcement intended solely for internal distribution or any disclosure
required by legal, accounting or regulatory requirements beyond the reasonable control of a party, no release,
announcement or disclosure (including, but not limited, to promotional or marketing materials) will be made by one
party or its employees or agents relating to the Terms & Conditions or its subject matter, including the name of E-
Commerce Vendor or any affiliate of E-Commerce Vendor without the prior coordination with and written approval of
E-Commerce Vendor or the name of you or any affiliate of you without the prior coordination with and written approval
of you.
6. **Retail Shelf Software**

You may possess, or may be provided in the future, certain space planning, planogram and category management Software (“Retail Shelf Software”) and related explanatory written materials (“Retail Shelf Documentation”) as described in the Quote provided to you. The term “Retail Shelf Software” shall also include any Derivatives of the Retail Shelf Software and Retail Shelf Documentation. The Retail Shelf Software is Vendor Software.

6.1 **License.** In addition to the terms of Section 1 above, the following terms and conditions of this Section 6 apply to your use of Retail Shelf Software and Retail Shelf Documentation. Vendor has granted to you a personal, non-exclusive, non-transferable limited license to use the Retail Shelf Software and Retail Shelf Documentation only in object code form with compatible equipment. Vendor has reserved all rights not expressly granted to you.

6.2 **Use of the Retail Shelf Software.** You may Install the Retail Shelf Software in any wholesaler location (assigned a wholesaler #) covered under your A-B Wholesaler Equity Agreement on a single computer.

6.3 **Copyright/Trademark.** You may either (i) make one copy of the Retail Shelf Software solely for backup purposes, or (ii) transfer the Retail Shelf Software to a single hard disk provided you keep the original solely for backup purposes. You agree not to alter, delete or otherwise modify any trademark appearing on or in connection with the Retail Shelf Software or Retail Shelf Documentation.

6.4 **License Fee.** You shall pay to A-B for the use of the Retail Shelf Software and Retail Shelf Documentation a licensee fee in the amount set forth in the Quote. A-B may enter your property during normal business hours to determine the number of your computers that are using the Retail Shelf Software and/or Retail Shelf Documentation. A-B may also use such electronic or other methods that it deems necessary or helpful to control the unauthorized use or distribution of the Retail Shelf Software or Retail Shelf Documentation.

6.5 **Transfer.** You may not rent, lease, sublease, lend or otherwise transfer the Retail Shelf Software or Retail Shelf Documentation or copies of any portion thereof to any other person or entity, including, but not limited to, other wholesalers or personnel affiliated with these wholesalers.

6.6 **Upgrades.** You may be provided upgrades, error corrections, fixes, patches and the like in and to the Retail Shelf Software to ensure the functionality and the original intent of the Retail Shelf Software. A-B will provide such items to you as and when they are generally available to A-B.

6.7 **Limited Warranty.** With respect to the Retail Shelf Software and Retail Shelf Documentation and any other items which A-B may be provided by Vendor from time to time, A-B will pass through to you any Vendor’s warranties which A-B is able to pass through for your benefit. Otherwise, the Retail Shelf Software and Retail Shelf Documentation are provided on an "AS IS" basis. A-B will provide you with reasonable assistance, without material out-of-pocket cost to A-B, in pursuing resolution with vendors regarding defective Vendor Software or Services.

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7. Application and System Hosting

You will be provided access via the Internet to certain Mobility and other computer applications and to associated online storage, and A-B may, in the future, provide access to additional applications to you via the Internet, each in a managed and hosted environment (collectively, “Hosted Applications”). In connection with each of the Hosted Applications, A-B will arrange for Vendors to provide the necessary computer and network hardware and software (excluding that hardware, software and Internet connection used by you for access to the Internet). The Hosted Applications and related services will be provided to you subject to the terms of Section 1 above and this Section 7.

7.1 License. A-B hereby grants to you (with respect to A-B Software), and will arrange for the grant to you of (with respect to Vendor Software), a non-exclusive, nontransferable limited license to access and use the Hosted Applications. You will be provided the necessary URL, user ID and password information to access the Hosted Applications.

7.2 Fee. You shall pay to A-B for the use of the Hosted Applications (including the Mobility platform) in the amount set forth in the Quote. You shall be responsible for all telecommunication and similar charges related to access to the Hosted Applications.

7.3 Additional Restrictions. The license granted in Section 7.1 above is conditioned upon your compliance with the Terms & Conditions including, without limitation, the following: (a) you may use the Hosted Applications for your own business purposes only and not for outsourcing, (b) you shall not (i) permit any third party to use the Hosted Applications, or (ii) use the Hosted Applications for commercial time sharing, (c) you shall not create derivative works based on the Hosted Applications or cause or permit others to, (d) you shall not modify, reverse engineer, translate, disassemble, or decompile the Hosted Applications, or cause or permit others to, (e) you shall not remove any title, trademark, copyright and/or restricted rights notices or labels on the Hosted Applications, and (f) you shall protect and safeguard any confidential user IDs and passwords required to access the Hosted Applications.

7.4 Conduct. You shall use the Hosted Applications for lawful purposes only, and shall not upload or otherwise transmit through the Hosted Applications any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Any conduct by you that in A-B’s discretion restricts or inhibits any other person from using or enjoying the Hosted Applications will not be permitted.

7.5 Your Content and Confidentiality. You shall be solely responsible for all text, images, data and other content (collectively “Your Content”) input by you or on your behalf in connection with the Hosted Applications. A-B agrees that it will not knowingly disclose to any third party any non-public information concerning your customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information which it may learn in connection with providing for the Hosted Applications, without your prior consent.

7.6 Your Content and Backup and Access. Third party Vendors are engaged to (i) routinely backup all of Your Content; and (ii) implement, maintain and use industry standard security measures to maintain your authorized users’ login information (e.g., User IDs and passwords) for the Hosted Applications in confidence. A-B and its authorized Vendors may access your account and Your Content as necessary to identify or resolve technical problems or respond to complaints about the Hosted Applications. Notwithstanding any other provision, A-B and/or its authorized Vendors may access and disclose Your Content if it is determined that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce the Terms & Conditions; or (c) to respond to claims that you are using the Hosted Applications to perform or support activities that violate the law or the rights of third parties. Upon termination of the Terms & Conditions for any reason other than breach by you, A-B will assist you in obtaining a copy of Your Content in a form of media and format reasonably acceptable to you and A-B.

7.7 Service Levels. Commercially reasonable efforts will be employed to maintain a Hosted Application uptime that is consistent with industry standards. For avoidance of doubt, you acknowledge and agree that A-B will have no liability to you related to the inability to access the Hosted Applications or Your Content.

7.8 Support Services. Support and help desk Services will be provided to you by Vendors in connection with Hosted Applications. Such support Services may be reached through mobility@anheuser-busch.com or through other addresses or phone numbers provided to you from time to time.
7.9 **Monitoring.** A-B and/or its authorized Vendors shall have the right, but not the obligation, to monitor the content of the Hosted Applications to determine compliance with the Terms & Conditions and shall have the right, in its sole discretion, to remove any material submitted to the Hosted Applications that is in violation hereof.

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