

## **TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM CC3 SOLUTIONS, LLC (“**CC3**”), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM CC3 IF YOU (A) DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH CC3.

CC3’s acceptance of any Order Form from Company is limited to these Terms and Conditions in their entirety without addition, modification, or exception. Unless agreed to by both parties in writing, any additional or different terms in Company’s Order Form or submitted by Company in any form are hereby deemed to be material alterations hereto and CC3’s notice of rejection to them is hereby given. CC3’s silence or failure to respond to any such subsequent term, condition, or proposal shall not be deemed to be CC3’s acceptance or approval thereof. For the avoidance of doubt, these Terms and Conditions prevail over any terms or conditions contained in any Order Form or other documentation and expressly exclude any of Company’s general terms and conditions contained in any Order Form or other document issued by Company. In the event of any conflict between these Terms and Conditions and the terms of any Order Form or any other document issued by Company, these Terms and Conditions prevail.

### 1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under

common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Authorized Users**” means Company’s employees, consultants, contractors, and agents (a) who are authorized by Company to access and use the Services under the rights granted to Company pursuant to these Terms and Conditions; and (b) for whom access to the Services has been purchased under an Order Form.

“**Availability Requirement**” has the meaning set forth in Section 5.1.

“**Available**” has the meaning set forth in Section 5.1.

“**CC3 Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by CC3 or its designee to disable Company’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of CC3 or its designee.

“**CC3 Indemnitee**” has the meaning set forth in Section 12.2.

“**CC3 Materials**” means the Services, Documentation, and CC3 Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by CC3 or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or CC3 Systems. For the avoidance of doubt, CC3 Materials include Resultant Data and any information, data, or other content derived from CC3’s monitoring of Company’s access to or use of the Services, but do not include Company Data.

“**CC3 Personnel**” means all individuals involved in the performance of Services as employees, agents, or independent contractors of CC3 or any Subcontractor.

“**CC3 Systems**” means the information technology infrastructure used by or on behalf of CC3 in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CC3 or through the use of third-party services.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Company**” means the counterparty identified in the Order Form.

“**Company Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Company, an Authorized User, or a Subscriber by or through the Services. For the avoidance of doubt, Company Data does not include Resultant Data or any other

information reflecting the access or use of the Services by or on behalf of Company, any Authorized User, or any Subscriber.

“**Company Failure**” has the meaning set forth in Section 4.2.

“**Company Systems**” means the Company’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services.

“**Disclosing Party**” has the meaning set forth in Section 9.1.

“**Documentation**” means any manuals, instructions, or other documents or materials that the CC3 provides or makes available to Company in any form or medium and which describe the functionality, components, features, or requirements of the Services or CC3 Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“**Effective Date**” means the date of the last signature of the first Order Form executed by CC3 and Company.

“**Exceptions**” has the meaning set forth in Section 5.1.

“**Fees**” has the meaning set forth in Section 8.1.

“**Force Majeure Event**” has the meaning set forth in Section 15.9.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Company or any Authorized User from accessing or using the Services or CC3 Systems as intended by these Terms and Conditions or any Order Form. Harmful Code does not include any CC3 Disabling Device.

“**Indemnitee**” has the meaning set forth in Section 12.3.

“**Indemnitor**” has the meaning set forth in Section 12.3.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Lines**” means the number of telephone or mobile numbers or unique data accounts reported on a wireless carrier invoice or billing statement.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Order Form**” means the written ordering documents for Services purchased from CC3 that are executed by the parties from time to time.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Receiving Party**” has the meaning set forth in Section 9.1.

“**Representatives**” means, with respect to a party, that party’s employees, officers, directors, and legal advisors.

“**Resultant Data**” means data and information related to Company’s use of the Services that is used by CC3 in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Scheduled Downtime**” means time during which the Services are not available for access and use by Company and its Authorized Users over the Internet due to routine maintenance or other scheduled outages.

“**Service Level Failure**” has the meaning set forth in Section 5.1.

“**Service Period**” has the meaning set forth in Section 5.1.

“**Services**” means the Subscription Services listed in the Order Form.

“**Subcontractor**” has the meaning set forth in Section 2.7.

“**Subscriber**” means a single named individual for whom data is stored, managed, uploaded, or entered as part of the Services, whether such individual is a Company employee, consultant, or agent.

“**Subscription Services**” means the telecom expense management services provided by CC3 and Ordered by Company in an Order Form.

“**Term**” has the meaning set forth in Section 14.1.

“**Territory**” means the United States of America.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to CC3.

## 2. Services.

2.1 Access and Use. Subject to and conditioned on Company’s and its Authorized Users’ and Subscribers’ compliance with these Terms and Conditions and any Order Form, CC3 hereby grants Company a non-exclusive, non-transferable (except in compliance with Section 15.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Company’s internal use. Company represents and warrants that purchases under these Terms and Conditions and each Order Form relate solely to the Services identified in the Order Form and are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by CC3 regarding future functionality or features. Unless otherwise set forth in an Order Form, the terms of these Terms and Conditions will apply to any updates, upgrades, and new modules or offerings subsequently provided by CC3 to Company as part of the Services and to the purchase of subscriptions for additional Subscribers or Lines. Unless otherwise specified in the applicable Order Form, Company’s use of the Subscription Services is limited to the management of the number of the total number of Subscribers or Lines identified in an Order Form, including any additional Subscribers or Lines added thereafter in accordance with these Terms and Conditions.

2.2 Documentation License. CC3 hereby grants to Company a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for Company’s internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in these Terms and Conditions, as between the parties:

- (a) CC3 has and will retain sole control over the operation, provision, maintenance, and management of the CC3 Materials; and

(b) Company has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Company Systems, and sole responsibility for all access to and use of the CC3 Materials by any Person by or through the Company Systems or any other means controlled by Company or any Authorized User or Subscriber, including any: (i) information, instructions, or materials provided by any of them to the Services or CC3; (ii) results obtained from any use of the Services or CC3 Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in these Terms and Conditions or an Order Form grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, CC3 Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the CC3 Materials, and the Third-Party Materials are and will remain with CC3 and the respective rights holders in the Third-Party Materials. Company's rights, and CC3's obligations, under these Terms and Conditions and the Order Form(s) are subject to the applicable license agreements concerning Third-Party Materials being in full force and effect.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding these Terms and Conditions and any Order Form. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under these Terms and Conditions and any Order Form. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. Each party shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term. If either party's service manager ceases to be employed by such party or such party otherwise wishes to replace its service manager, such party shall promptly name a new service manager by written notice to the other party.

2.6 Changes. CC3 reserves the right, in its sole discretion, to make any changes to the Services and CC3 Materials are required by its licensor(s) or that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of CC3's services to its customers; (ii) the competitive strength of or market for CC3's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.7 Subcontractors. CC3 may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.8 Suspension or Termination of Services. CC3 may, directly or indirectly, and by use of a CC3 Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Company's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or CC3 Materials, without incurring any resulting obligation or liability, if: (a) CC3 receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires CC3 to do so; or (b) CC3 believes, in its good faith discretion, that: (i) Company or any Authorized User or

Subscriber has failed to comply with any term of these Terms and Conditions or any Order Form, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms and Conditions or any Order Form or in any manner that does not comply with any instruction or requirement of CC3; (ii) Company or any Authorized User or Subscriber is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) these Terms and Conditions, and all corresponding Order Forms, expire or are terminated. This Section 2.8 does not limit any of CC3's other rights or remedies, whether at law, in equity, or under these Terms and Conditions or any Order Form.

### 3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Company shall not, and shall not permit any other Person to, access or use the Services or CC3 Materials except as expressly permitted by these Terms and Conditions and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Company shall not, except as these Terms and Conditions expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or CC3 Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or CC3 Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or CC3 Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or CC3 Materials or access or use the Services or CC3 Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or CC3 Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, CC3 Systems, or CC3's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or CC3 Materials, including any copy thereof;

(h) access or use the Services or CC3 Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other CC3 customer), or that violates any applicable Law;

(i) access or use the Services or CC3 Materials for purposes of competitive analysis of the Services or CC3 Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the CC3's detriment or commercial disadvantage;

(j) access or use the Services or CC3 Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or

(k) otherwise access or use the Services or CC3 Materials beyond the scope of the authorization granted under this Section 3.1.

3.2 Additional Use Restrictions. Certain Services or portions of the Services may be subject to other limitations, which, if applicable, will be specified either in the Order Form, the Documentation, or the clickthrough or similar terms on the Services itself.

#### 4. Company Obligations.

4.1 Company Systems and Cooperation. Company shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the CC3's directions all Company Systems on or through which the Services are accessed or used; (b) provide CC3 Personnel with such access to Company's premises and Company Systems as is necessary for CC3 to perform the Services in accordance with the Availability Requirement; and (c) provide all cooperation and assistance as CC3 may reasonably request to enable CC3 to exercise its rights and perform its obligations under and in connection with these Terms and Conditions or any Order Form.

4.2 Effect of Company Failure or Delay. CC3 is not responsible or liable for any delay or failure of performance caused in whole or in part by Company's delay in performing, or failure to perform, any of its obligations under these Terms and Conditions or any Order Form (each, a "**Company Failure**").

4.3 Corrective Action and Notice. If Company becomes aware of any actual or threatened activity prohibited by Section 3.1, Company shall, and shall cause its Authorized Users and Subscribers to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and CC3 Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify CC3 of any such actual or threatened activity.



4.4 Authorized Users and Subscribers. Company is liable and responsible for its Authorized Users' and Subscribers' compliance with these Terms and Conditions and use of the Services.

5. Service Levels.

5.1 Service Levels. Subject to these Terms and Conditions and the applicable Order Form, CC3 will use commercially reasonable efforts to make the Services Available at least 95% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 5.1 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement. "**Available**" means the Services are available for access and use by Company and its Authorized Users over the Internet. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Company or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Company or any Authorized User or Subscriber; (b) Company Failure; (c) Company's or its Authorized Users' or Subscribers' Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by CC3 pursuant to these Terms and Conditions; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the Services pursuant to Section 2.8.

6. Data Backup. The Services do not replace the need for Company to maintain regular data backups or redundant data archives. CC3 HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF COMPANY DATA.

7. Security.

7.1 Company Control and Responsibility. Company has and will retain sole responsibility for: (a) all Company Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Company or any Authorized User or Subscriber in connection with the Services; (c) Company's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services ("**Company Systems**"); (d) the security and use of Company's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and CC3 Materials directly or indirectly by or through the Company Systems or its or its Authorized Users' Access Credentials, with or without Company's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.2 Access and Security. Company shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a)

securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Company Data, including the uploading or other provision of Company Data for Processing by the Services.

8. Fees and Payment.

8.1 Fees. Company shall pay CC3 the fees set forth on an Order Form ("Fees") in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by Company under these Terms and Conditions or an Order Form are exclusive of taxes and similar assessments. Without limiting the foregoing, Company is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Company hereunder or under an Order Form, other than any taxes imposed on CC3's income.

8.3 Payment. Company shall pay all Fees within thirty (30) days after the date of the invoice therefor. Company shall make all payments under these Terms and Conditions or the Order Form(s) in US dollars by check, ACH, or wire. Company shall make payments to CC3 at 13075 Manchester Road, Suite 375, Des Peres, Missouri 63131 or such other address or account as CC3 may specify in writing from time to time.

8.4 Late Payment. If Company fails to make any payment when due then, in addition to all other remedies that may be available:

(a) CC3 may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Company shall reimburse CC3 for all costs incurred by CC3 in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(c) CC3 may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Company or any other Person by reason of such suspension.

8.5 No Deductions or Setoffs. All amounts payable to CC3 under these Terms and Conditions or any Order Form shall be paid by Company to CC3 in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

8.6 Fee Increases. CC3 may increase Fees by providing at least twenty (20) days advance notice to Company (which may be by email); provided, however, that except for price increases that are contemporaneous with an extension of the Term, mid-year price increases shall only apply to new or additional lines, subscribers, or customers.

9. Confidentiality.

9.1 Confidential Information. In connection with an Order Form or these Terms and Conditions each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 9.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case that is clearly marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing: all CC3 Materials are the Confidential Information of CC3 and the financial terms and existence of any Order Form are the Confidential Information of CC3.

9.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with these Terms and Conditions or an Order Form; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with these Terms and Conditions or an Order Form; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the Term and for a period of one (1) year thereafter:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Order Form(s) or these Terms and Conditions;

(b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with the Order Form(s) or these Terms and Conditions; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

(e) Notwithstanding any other provisions of these Terms and Conditions, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

## 10. Intellectual Property Rights.

10.1 CC3 Materials. All right, title, and interest in and to the CC3 Materials, including all Intellectual Property Rights therein, are and will remain with CC3 and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Company has no right, license, or authorization with respect to any of the CC3 Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the CC3 Materials are expressly reserved by CC3. In furtherance of the foregoing, Company hereby unconditionally and irrevocably grants to CC3 an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Company Data. As between Company and CC3, Company is and will remain the sole and exclusive owner of all right, title, and interest in and to all Company Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Company Data. Company hereby irrevocably grants all such rights and permissions in or relating to Company Data as are necessary or useful to CC3, its Subcontractors, and the CC3 Personnel to enforce these Terms and Conditions or any Order Form and exercise CC3's, its Subcontractors', and the CC3 Personnel's rights and perform CC3's, its Subcontractors', and the CC3 Personnel's obligations hereunder or under any Order Form.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under these Terms and Conditions or any Order Form;

(c) the execution of all Order Forms by its representative has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when an Order Form is executed and delivered by both parties, said Order Form and these Terms and Conditions will constitute the legal, valid, and binding obligations of such party, enforceable against such party in accordance with their respective terms.

11.2 Additional Company Representations, Warranties, and Covenants. Company represents, warrants, and covenants to CC3 that Company owns or otherwise has and will have the necessary rights and consents in and relating to the Company Data so that, as received by CC3 and Processed in accordance with these Terms and Conditions and any Order Form, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, ALL SERVICES AND CC3 MATERIALS ARE PROVIDED "AS IS." CC3 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CC3 MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR CC3 MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET COMPANY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN COMPANY AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 CC3 Indemnification. CC3 shall indemnify, defend, and hold harmless Company from and against any and all Losses incurred by Company resulting from any Action by a third party (other than an Affiliate of Company) that Company's use of the Services (excluding Company Data and Third-Party Materials) in accordance with these Terms and Conditions or any Order Form infringes or misappropriates such third party's US patents, copyrights, or trade secrets in the Territory. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Company Data;
- (b) access to or use of the CC3 Materials in combination with any hardware, system, software, network, or other materials or service not provided by CC3 or specified for Company's use in the Documentation;
- (c) modification of the CC3 Materials other than: (i) by or on behalf of CC3; or (ii) with CC3's written approval in accordance with CC3's written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Company by or on behalf of CC3; or
- (e) act, omission, or other matter described in Section 12.2(a), Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any CC3 Indemnitee.

12.2 Company Indemnification. Company shall indemnify, defend, and hold harmless CC3 and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**CC3 Indemnitee**") from and against any and all Losses incurred by such CC3 Indemnitee resulting from any Action by a third party (other than an Affiliate of a CC3 Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

- (a) Company Data, including any Processing of Company Data by or on behalf of CC3 in accordance with these Terms and Conditions or an Order Form;
- (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Company or any Authorized User or Subscriber, including CC3's compliance with any specifications or directions provided by or on behalf of Company or any Authorized User or Subscriber to the extent prepared without any contribution by CC3;
- (c) allegation of facts that, if true, would constitute Company's breach of any of its representations, warranties, covenants, or obligations under these Terms and Conditions or an Order Form; or

(d) negligence or more culpable act or omission (including gross negligence, recklessness, or willful misconduct) by Company, any Authorized User, any Subscriber, or any third party on behalf of Company, any Authorized User, or any Subscriber, in connection with these Terms and Conditions or an Order Form.

12.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee’s failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

12.4 Mitigation. If any of the Services or CC3 Materials are, or in CC3’s opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Company’s or any Authorized User’s use of the Services or CC3 Materials is enjoined or threatened to be enjoined, CC3 may, at its option and sole cost and expense:

(a) obtain the right for Company to continue to use the Services and CC3 Materials materially as contemplated by these Terms and Conditions or an Order Form;

(b) modify or replace the Services and CC3 Materials, in whole or in part, to seek to make the Services and CC3 Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and CC3 Materials, as applicable, under these Terms and Conditions and the applicable Order Form; or

(c) by written notice to Company, terminate these Terms and Conditions and the applicable Order Form(s) with respect to all or part of the Services and CC3 Materials, and require Company to immediately cease any use of the Services and CC3 Materials or any specified part or feature thereof.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH COMPANY’S SOLE REMEDIES AND CC3’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND CC3

MATERIALS OR ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS OR ANY ORDER FORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CC3 OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, ANY ORDER FORM, OR THE SUBJECT MATTER HEREOF OR THEREOF UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CC3 AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS AND ALL ORDER FORMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO CC3 UNDER THESE TERMS AND CONDITIONS IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

14.1 Term. The term of these Terms and Conditions commences as of the earliest commencement date set forth in an Order Form and, unless terminated earlier pursuant any of the express provisions of these Terms and Conditions, will continue in effect until the expiration or earlier termination of all Order Forms (the "Term").

14.2 Termination. In addition to any other express termination right set forth elsewhere in these Terms and Conditions or in the Order Form(s):

- (a) CC3 may terminate any one or more of the Order Forms, effective on written notice to Company, if Company: (i) fails to pay any amount when due



hereunder or under the Order Form(s); or (ii) breaches any of its obligations under Section 3.1, Section 7.1, or Section 9;

(b) either party may terminate any one or more of the Order Forms, effective on written notice to the other party, if the other party breaches these Terms and Conditions or an Order Form, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate any one or more of the Order Forms, effective immediately upon written notice to the other party, if the other party: (i) is adjudged insolvent; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Termination or Expiration. Upon any expiration or termination of these Terms and Conditions, except as expressly otherwise provided in these Terms and Conditions:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder or under the Order Form(s) will immediately terminate;

(b) CC3 shall immediately cease all use of any Company Data or Company's Confidential Information and (i) return to Company, or at Company's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Company Data or Company's Confidential Information; and (ii) permanently erase all Company Data and Company's Confidential Information from all systems CC3 directly or indirectly controls, provided that, for clarity, CC3's obligations under this Section 14.3(b) do not apply to any Resultant Data;

(c) Company shall immediately cease all use of any Services or CC3 Materials and (i) return to CC3, or at CC3's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any CC3 Materials or CC3's Confidential Information; (ii) permanently erase all CC3 Materials and CC3's Confidential Information from all systems Company directly or indirectly controls; and (iii) certify to CC3 in a signed and notarized written instrument that it has complied with the requirements of this Section 14.3(c);

(d) notwithstanding anything to the contrary in these Terms and Conditions, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) CC3 may retain Company Data (in the case of each of subclause (i) and (ii) in its then

current state and solely to the extent and for so long as required by applicable Law); (iii) CC3 may also retain Company Data in its backups, archives, and disaster recovery systems until such Company Data is deleted in the ordinary course; and (iv) all information and materials described in this Section 14.3(d) will remain subject to all confidentiality, security, and other applicable requirements of these Terms and Conditions;

(e) CC3 may disable all Company and Authorized User access to the CC3 Materials;

(f) if Company terminates an Order Form pursuant to Section 14.2(b), Company will be relieved of any obligation to pay any Fees under said Order Form attributable to the period after the effective date of such termination; and

(g) if CC3 terminates an Order Form pursuant to Section 14.2(a) or Section 14.2(b), all Fees that would have become payable under said Order Form had it remained in effect until its expiration will become immediately due and payable, and Company shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of CC3's invoice therefor.

14.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in these Terms and Conditions that, by its nature, should survive termination or expiration of these Terms and Conditions, will survive any expiration or termination of these Terms and Conditions: Section 3.1, Section 9, Section 11.3, Section 12, Section 13, Section 14.3, this Section 14.4, and Section 15.

## 15. Miscellaneous.

15.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Order Form(s) or these Terms and Conditions.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order Form(s) or these Terms and Conditions shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever by reason of the Order Form(s) or these Terms and Conditions.

15.3 Promotional and Marketing Materials. CC3 may, without Company's consent, include Company's name and other indicia in its lists of CC3's current or former customers of CC3 in promotional and marketing materials.

15.4 Notices. Except as otherwise expressly set forth in these Terms and Conditions, any notice, request, consent, claim, demand, waiver, or other communications under the Order Form(s) or these Terms and Conditions have legal effect only if in writing

and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

Notice to Company: [The address set forth in most recent Order Form]

Notice to CC3: 13075 Manchester Road, Suite 375  
Des Peres, MO 63131  
Attention: Legal Department

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (c) on the third (3<sup>rd</sup>) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of these Terms and Conditions: (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to these Terms and Conditions as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these Terms and Conditions: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, these Terms and Conditions; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend the Order Form(s) and these Terms and Conditions to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these Terms and Conditions to the same extent as if they were set forth verbatim herein.

15.6 Headings. The headings in these Terms and Conditions are for reference only and do not affect the interpretation of these Terms and Conditions.

15.7 Entire Agreement. These Terms and Conditions, together with the Order Form(s) and any other documents incorporated herein by reference, constitute the sole and entire agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these Terms and Conditions, the related exhibits, schedules, attachments, and appendices, and an Order Form, the following order of precedence governs: (a) first, these Terms and Conditions, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to these Terms and Conditions; and (c) third, the Order Form.

15.8 Assignment. Company shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under the Order Form(s) or these Terms and Conditions, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without CC3's prior written consent, which consent may be withheld, conditioned, or delayed in CC3's sole and absolute discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Company (regardless of whether Company is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under these Terms and Conditions for which CC3's prior written consent is required. No assignment, delegation, or transfer will relieve Company of any of its obligations or performance under these Terms and Conditions or the Order Form(s). Any purported assignment, delegation, or transfer in violation of this Section 15.8 is void.

15.9 Force Majeure. In no event will CC3 be liable or responsible to Company, or be deemed to have defaulted under or breached the Order Form(s) or these Terms and Conditions, for any failure or delay in fulfilling or performing any term of the Order Form(s) or these Terms and Conditions, when and to the extent such failure or delay is caused by any circumstances beyond CC3's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, pandemics, epidemics, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

15.10 No Third-Party Beneficiaries. The Order Form(s) and these Terms and Conditions are for the sole benefit of the parties thereto and hereto and their respective successors and permitted assigns and nothing therein or herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order Form(s) or these Terms and Conditions; provided, however, that the parties thereto and hereto designate the CC3 Indemnitees as third-party beneficiaries of Section 12 of these Terms and Conditions, having the right to enforce said Section.

15.11 Amendment and Modification; Waiver. No amendment to or modification of the Order Form(s) or these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions thereof or hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms and Conditions, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Order Form(s) or these Terms and Conditions will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of the Order Form(s) or these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order Form(s) or these Terms and Conditions, as applicable, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the Order Form(s) or these Terms and Conditions, as applicable, so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated thereby and hereby be consummated as originally contemplated to the greatest extent possible.

15.13 Governing Law; Submission to Jurisdiction. The Order Form(s) and these Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri. Any legal suit, action, or proceeding arising out of or related to the Order Form(s) or these Terms and Conditions or the licenses granted thereunder or hereunder will be instituted exclusively in the United States District Court for the Eastern District of Missouri or the Circuit Court for the State of Missouri located in St. Louis County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to Company's address set forth in the most recent Order Form (or to such other address that Company may designate from time to time in accordance with Section 15.4) shall be effective service of process for any suit, action, or other proceeding brought in any such court.

15.14 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, ANY ORDER FORM, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

15.15 Equitable Relief. Company acknowledges and agrees that a breach or threatened breach by Company of any of its obligations under Section 3.1, Section 4.3, Section 7.1, or Section 9 of these Terms and Conditions, would cause CC3 irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, CC3 will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

15.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to an Order Form or these Terms and Conditions, the prevailing

party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.