

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this “Agreement”) governs any one or more statements of work (each, a “Statement of Work”) by and between CC3 SOLUTIONS, LLC, a Missouri limited liability company (“CC3”), and the counterparty thereto (“Customer” and together with CC3, the “Parties”, and each a “Party”).

1. Services. CC3 shall provide to Customer the services (the “Services”) set out in one or more Statements of Work. Statements of Work shall be deemed issued and accepted only if signed by the Party to be charged. It is specifically contemplated by the Parties that CC3 may use one or more subcontractors to provide the Services.

2. Customer Obligations. Customer shall:

2.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Customer Contract Manager”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

2.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from CC3 for instructions, information, or approvals required by CC3 to provide the Services.

2.3 Cooperate with CC3 in its performance of the Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable CC3 to provide the Services.

2.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in CC3’s provision of the Services.

3. Fees and Expenses.

3.1 In consideration of the provision of the Services by the CC3 and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within 30 days of receipt by the Customer of an invoice from CC3 but in no event more than 30 days after completion of the Services performed pursuant to the applicable Statement of Work.

3.2 Unless otherwise provided in the applicable Statement of Work, Customer shall reimburse CC3 for all reasonable expenses incurred in accordance with the Statement of Work within 30 days of receipt by the Customer of an invoice from CC3.

3.3 Customer shall be 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 entity on any amounts payable by Customer hereunder.

3.4 All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse CC3 for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which CC3 does not waive by the exercise of any rights hereunder), CC3 shall be entitled

to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder.

4. Limited Warranty and Limitation of Liability.

4.1 CC3 warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel having the knowledge, skill, and background to competently perform the Services.

(c) In a professional and competent manner.

4.2 CC3's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) CC3 shall use reasonable commercial efforts to promptly cure any such breach; provided, that if CC3 cannot cure such breach within 30 days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination in accordance with Section 6.2.

(b) In the event this Agreement is terminated pursuant to Section 4.2(a) above, CC3 shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 5 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

4.3 CC3 MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the CC3 in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by CC3.

6. Term, Termination, and Survival.

6.1 This Agreement shall commence as of the last date of signature of the initial Statement of Work and shall continue thereafter unless sooner terminated pursuant to Section 6.2 or Section 6.3.

6.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has 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.

6.3 Notwithstanding anything to the contrary in Section 6.2(a), CC3 may immediately terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

6.4 The rights and obligations of the Parties set forth in this Section 6.4, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Limitation of Liability.

7.1 IN NO EVENT SHALL CC3 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CC3 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 IN NO EVENT SHALL CC3’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CC3 PURSUANT TO THIS AGREEMENT AND ANY STATEMENT OF WORK.

8. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the

Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 9.

Notice to CC3: CC3 Solutions, LLC
13075 Manchester Road, Suite 375
Des Peres, MO 63131
Attention: General Counsel

Notice to Customer: [The address set forth in most recent Statement of Work]

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CC3. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by CC3 shall be under its own control, Customer being interested only in the results thereof. Nothing contained in this Agreement 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.

16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri.

18. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri sitting in St. Louis County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH 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 THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Counterparts. This Agreement (and any Statement of Work) may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 9, a signed copy of this Agreement (or a Statement of Work) delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement (or a Statement of Work, as applicable).

21. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to CC3 hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted Party ("**Impacted Party**"), including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after

the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and/or (i) other events beyond the control of the Impacted Party.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.