

SOFTWARE SUBLICENSE AGREEMENT TERMS AND CONDITIONS

These SOFTWARE SUBLICENSE AGREEMENT TERMS AND CONDITIONS (these “**Terms and Conditions**”) contain the terms and conditions that govern the Software Sublicense Agreement (as amended and/or restated from time to time, the “**Sublicense Agreement**”) entered into by and between CC3 SOLUTIONS, LLC, a Missouri limited liability company (“**Sublicensor**”), and the sublicensee identified in the Sublicense Agreement (“**Sublicensee**”). Sublicensor and Sublicensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Sublicensor has a license to sublicense the software (the “**Software**”) described in the Sublicense Agreement;

WHEREAS, Sublicensor desires to sublicense the Software to Sublicensee; and

WHEREAS, Sublicensee desires to obtain a sublicense to use the Software for its internal business purposes, subject to the terms and conditions of these Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

(a) “**Agreement**” means, collectively, the Sublicense Agreement and these Terms and Conditions.

(b) “**Authorized User**” means an employee of Sublicensee who Sublicensee permits to access and use the Software pursuant to Sublicensee’s sublicense.

(c) “**Documentation**” means Licensor’s user manuals, handbooks, and installation guides relating to the Software.

(d) “**License Agreement**” means the license agreement by and between Sublicensor and Licensor, as amended and/or restated from time to time, whereby Sublicensor acquired certain rights in and to the Software. The rights of Sublicensee under the Agreement are subject and subordinate to the rights of Licensor under the License Agreement.

(e) “**Licensor**” means the licensor under the License Agreement and its successors and assigns.

(f) “**Software**” means the product described in the Sublicense Agreement in object code format, as updated from time to time.

(g) “**Third-Party Products**” means the Software and any third-party products provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License

(MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

Capitalized terms used but not defined in these Terms and Conditions have the meaning given to those terms in the Sublicense Agreement.

2. License.

(a) Sublicense Grant. Subject to and conditioned on Sublicensee's payment of Fees (as defined below) and compliance with all other terms and conditions of the Agreement, Sublicensor hereby grants Sublicensee a non-exclusive, non-sublicensable, and non-transferable sublicense during the Term (as defined below) to use the Software solely for Sublicensee's internal business purposes up to the number of Authorized Users set forth in the Sublicense Agreement. The total number of Authorized Users will not exceed the number set forth in the Sublicense Agreement, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the sublicense fees payable under the Agreement.

(b) Use Restrictions. Sublicensee shall not use the Software or Documentation for any purposes beyond the scope of the sublicense granted in the Agreement. Without limiting the foregoing and except as otherwise expressly set forth in these Terms and Conditions, Sublicensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Sublicensor reserves all rights not expressly granted to Sublicensee in these Terms and Conditions. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Sublicensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.

3. Sublicensee Responsibilities.

(a) General. Sublicensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Sublicensee, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Sublicensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Sublicensee will be deemed a breach of the Agreement by Sublicensee. Sublicensee shall take reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such

Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Sublicensor may distribute certain Third-Party Products with the Software. For purposes of the Agreement, such Third-Party Products are subject to their own license terms and applicable flow-through provisions.

(c) EULA. Sublicensee will execute and deliver, and cause its Authorized User's to execute and deliver, any end user license agreement required by the Licensor to use the Software or the Documentation.

4. Support. Sublicensor will pass through to Sublicensee any support services for the Software offered to it by Licensor.

5. Fees and Payment.

(a) Fees. Sublicensee shall pay Sublicensor the fees ("**Fees**") set forth in the Sublicense Agreement without offset or deduction. Sublicensee shall make all payments under the Agreement in US dollars on or before the due date set forth in the Sublicense Agreement. If Sublicensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Sublicensor may accelerate and declare all amounts owing – and to be owed for the remainder of the Term – by Sublicensee under the Agreement at once due and payable; and (ii) Sublicensor 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; and (iii) Sublicensee shall reimburse Sublicensor for all costs incurred by Sublicensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iv) Sublicensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Sublicensee or any other person by reason of such prohibition of access to the Software.

(b) Taxes. All Fees and other amounts payable by Sublicensee under the Agreement are exclusive of taxes and similar assessments. Sublicensee 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 Sublicensee under the Agreement, other than any taxes imposed on Sublicensor's income.

6. Intellectual Property Ownership. Sublicensee acknowledges that Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to other Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

7. Warranty Disclaimer. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR AND SUBLICENSOR HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

SUBLICENSOR 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. LICENSOR AND SUBLICENSOR MAKE NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBLICENSEE'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.

8. Indemnification. Sublicensee shall indemnify, hold harmless, and, at Sublicensor's option, defend Sublicensor from and against any and all losses, damages, liabilities, claims, causes of action, judgments, settlements, interest awards, penalties, fines, expenses, and costs (including attorneys' fees) of whatever kind ("**Losses**") resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based on Sublicensee's, or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by these Terms and Conditions; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Sublicensor or authorized by Sublicensor in writing; (iv) modifications to the Software not made by Sublicensor; or (v) use of any version other than the most current version of the Software or Documentation delivered to Sublicensee, provided that Sublicensee may not settle any Third-Party Claim against Sublicensor unless such settlement completely and forever releases Sublicensor from all liability with respect to such Third-Party Claim or unless Sublicensor consents to such settlement, and further provided that Sublicensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. Limitations of Liability. IN NO EVENT WILL LICENSOR, SUBLICENSOR, NOR ANY OF THEIR RESPECTIVE NATURAL OR ENTITY AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUBLICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S OR SUBLICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL

AMOUNTS PAID TO SUBLICENSOR UNDER THE AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The initial term of the Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until "X" years from such date (the "**Initial Term**"), where "X" is the number of years set forth in the Sublicense Agreement as the "Initial Term". The Agreement will automatically renew for additional successive "Y" year terms – where "Y" is the number of years set forth in the Sublicense Agreement as the "Renewal Term Length" – unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty-five (65) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in these Terms and Conditions:

(i) Sublicensor may terminate the Agreement, effective on written notice to Sublicensee, if (x) the License expires or terminates, (y) Sublicensor terminates any other agreement between Sublicensor and Sublicensee prior to the scheduled expiration thereof, or (z) Sublicensee: (A) fails to pay any amount when due under the Agreement; or (B) breaches any of its obligations under Section 2(b), Section 3(c), or Section 6;

(ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 35 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate the Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) is adjudicated insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (C) makes a general assignment for the benefit of its creditors; (D) is dissolved or liquidated or takes any corporate action for such purpose; or (E) 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.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of the Agreement, the sublicense granted thereunder will also terminate and Sublicensee shall cease using and delete, destroy, or return all copies of the Software and

Documentation and certify in writing to the Sublicensor that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect Sublicensee's obligation to pay all Fees that may have become due before such expiration or termination or entitle Sublicensee to any refund.

(d) Survival. Subject to the limitations and other provisions of the Agreement, any provision that, in order to give proper effect to its intent, should survive the expiration or earlier termination of the Agreement, shall so survive such expiration or earlier termination.

11. Miscellaneous.

(a) Entire Agreement. The Agreement, together with any other documents incorporated therein by reference and all related exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and 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 Sublicense Agreement, the related exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, these Terms and Conditions, excluding its exhibits; (b) second, the Sublicense Agreement; (c) third, the exhibits to these Terms and Conditions as of the Effective Date; and (d) fourth, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the Sublicense Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms and Conditions, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Sublicensor be liable to Sublicensee, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Sublicensor's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, epidemic, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of the Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.

(d) Amendment and Modification; Waiver. No amendment to or modification of the Agreement 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 of the Agreement will 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, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege under the Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement 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 Agreement 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 by the Agreement be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. The Agreement is 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 Agreement or the sublicenses granted thereunder will be instituted exclusively in the United States District Court for the Eastern District of Missouri or the courts of the State of Missouri located in the County of St. Louis, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Sublicensee may not assign or transfer any of its rights or delegate any of its obligations under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Sublicensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations under the Agreement. The Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Sublicensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Sublicensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior

to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(i) US Government Rights. Each of the Documentation and the Software is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Sublicensee is an agency of the US Government or any contractor therefor, Sublicensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(j) Equitable Relief. Sublicensee acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party 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.

(k) 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 this Agreement, the prevailing Party is entitled to recover its actual attorneys’ fees and court costs from the non-prevailing Party.

(l) Counterparts. The Agreement 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.