

**MASTER**  
**STAGING, KITTING, STORAGE, AND REPAIR AGREEMENT**

This MASTER STAGING, KITTING, STORAGE, AND REPAIR AGREEMENT (this “**Agreement**”), governs any one or more statements of work entered into by and between CC3 SOLUTIONS, LLC, a Missouri limited liability company with an address of 13075 Manchester Road, Suite 375, St. Louis, MO 63131 Attn: General Counsel (“**CC3**”), and the counterparty thereto (“**Customer**”, and together with CC3, the “**Parties**”, and each, a “**Party**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Services**. CC3 shall provide to Customer the services (the “**Services**”) set out in one or more statements of work to be issued by Customer and accepted by CC3 in its sole and absolute discretion (each, a “**Statement of Work**”). Statements of Work shall be deemed issued and accepted and incorporated into this Agreement only if in writing and signed by duly authorized representatives of both the Parties. Statements of Work shall be subject to and governed by the provisions of this Agreement. In the event of any conflict between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. CC3 shall not be liable for any delays in shipments or any delays, loss, or damage in transit, with title and risk of loss being with Customer. Completion dates set forth in Statements of Work are estimates only and cannot be guaranteed. With respect to the Services, Customer shall:

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

(b) 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.

(c) 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.

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

Except as otherwise provided in this Agreement or a Statement of Work, CC3 shall provide the Services in its facilities (the “**Warehouse**”).

2. Goods. As used in this Agreement, “**Goods**” means the mobile electronic device or equipment goods identified in a Statement of Work, with each being a “**Good**.” This Agreement and the Statements of Work set forth CC3’s exclusive responsibilities regarding the Goods.

3. Staging and Kitting Services. Customer may, from time to time, request that CC3 perform certain staging and kitting services (the “**Staging and Kitting Services**”) on certain mobile electronic devices or equipment, all as identified and described in a Statement Work.

4. Repair Services.

(a) Customer may, from time to time, request that CC3 perform repair services (the “**Repair Services**”) on certain mobile electronic devices, all as identified and described in a Statement of Work. Unless otherwise provided in said Statement of Work, the mobile electronic device program established thereunder shall be as described below. When Customer desires for CC3 to attempt to repair a Good that is in Customer’s possession or control (the “**Replaced Good**”), then Customer shall notify CC3 in the manner required by CC3 (e.g., web portal, email, etc.). Assuming the applicable Statement of Work for Repair Services remains in effect, and to the extent CC3 has a working replacement Good owned or controlled by Customer in its possession (the “**Replacement Good**”), CC3 shall send the Replacement Good to Customer or its designee. Upon receipt of the Replacement Good, Customer may then send to CC3 the Replaced Good in the shipping package that CC3 included with the Replacement Good so that CC3 may attempt to repair the Replaced Good. By sending the Replaced Good to CC3 for the Repair Services, Customer shall be deemed to tender the same for storage under this Agreement. If CC3 can in fact successfully repair the Replaced Good, then it will place the Replaced Good in a “spare pool” to be used as a Replacement Good for a subsequent repair request made by Customer; Replaced Goods that are not successfully repaired are may be disposed of by CC3 in any lawful manner without liability or payment. Notwithstanding anything contained in this Agreement or a Statement of Work to the contrary, whether a Replaced Good can be successfully repaired shall be determined by CC3 in its sole and absolute discretion.

(b) By requesting that CC3 attempt to repair a Replaced Good:

(i) Customer hereby authorizes CC3 to perform the Repair Services on the relevant Replaced Good. Customer consents to the Repair Service on the Replaced Good notwithstanding that such Repair Service may void certain manufacturer warranties – especially in the case of Apple or Samsung device repairs – and in such event Customer hereby waives any claim Customer may have against CC3 and its direct or indirect affiliates.

(ii) Customer agrees that CC3 may use rebuilt, reconditioned, or new parts or components when repairing the Replaced Good.

(iii) Customer hereby authorizes CC3 to unenroll the Replaced Good from any online mobile device management software, which unenrollment shall be CC3's sole obligation with respect to wiping, sanitizing, backing up, deleting, encrypting, or otherwise protecting, destroying, or affecting data on the Replaced Good. For the avoidance of doubt, Customer hereby instructs CC3 to not wipe or sanitize data on the Replaced Good other than to unenroll the Replaced Good from the applicable online mobile device management software.

5. Provision of Storage Services. Customer may, from time to time, request that CC3 provide storage services (the "**Storage Services**") for certain mobile electronic devices or equipment (the "**Storage Goods**"), all as identified and described in a Statement of Work. The term "**Storage Services**" under this Agreement will also be deemed to include any storage of Goods by CC3 that is incidental to other Services covered by a Statement of Work (e.g., the Repair Services). Customer acknowledges that, in rendering the Storage Services, CC3 will only issue non-negotiable warehouse receipts (if any).

6. Tender of Goods for Storage. Customer represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with CC3, provide CC3 with instructions with respect thereto, and direct their release and/or delivery. Customer further represents and warrants that it has obtained all governmental and third party approvals necessary in connection with the Services, this Agreement (and its waivers, releases, and limitations of liability), the Statements of Work, and transactions contemplated hereby and thereby, and such approvals are in full force and effect. Customer shall: (i) tender any Goods for storage only during CC3's business hours for the Warehouse; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) provide CC3 with information concerning the Goods that is accurate, complete, and sufficient to allow CC3 to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (iv) furnish at or prior to tender of the Goods for storage a manifest in a form approved by CC3 listing any categories of Goods, and brands or sizes to be separately kept and accounted for. CC3 may refuse to accept any goods that do not conform to those described in the Statement of Work for Storage Services. In addition, before tendering goods that require specialized handling or which are dangerous or hazardous, Customer shall identify such goods and special handling requirements to CC3 in writing and CC3 may decline to store such goods. Customer is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming goods, including any applicable safety procedures. If CC3 accepts any such nonconforming goods for storage, Customer agrees to rates and charges as may be assigned and invoiced by CC3 as well as all terms and conditions of the Agreement. For all Goods shipped to the Warehouse, Customer shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Customer as the named consignee, in care of CC3, and (ii) do not identify CC3 as the consignee. If any Goods are shipped to the Warehouse naming CC3 as named consignee on the Transportation Contract, Customer shall promptly notify the carrier in writing that CC3 is (i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Goods. CC3 may refuse to accept any goods tendered for storage in violation of this Agreement and shall not be liable for any loss or damage to, or misconsignment of, such goods. Whether CC3 accepts or refuses goods shipped in violation of this Agreement,

Customer agrees to indemnify and hold CC3 harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever. Customer further agrees to indemnify, defend, and hold CC3 harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of CC3 as consignee.

7. Access and Release of Goods.

(a) Customer shall provide CC3 prior written instructions (each, a “**Release Order**”) if it desires to order any Goods released from the Warehouse outside of the ordinary course of the Repair Services program(s) described above. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, CC3 shall release the requested Goods to Customer or its designee upon return of the warehouse receipt or receipts issued for the applicable Goods (if any).

(b) Customer shall give CC3 a reasonable time after CC3’s receipt of Customer’s written instructions to carry out Customer’s instructions to release the Goods to Customer or its designee. CC3 may without liability rely on any information contained in any Release Order or other communication from Customer. Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods. CC3 shall not be liable for any delays in shipments or any delays, loss, or damage in transit, with title and risk of loss being with Customer.

8. Transfer of Goods. CC3 may, without notice: (a) move any or all Goods in storage from the Warehouse to any of the other storage facilities owned or leased by CC3; and/or; (b) move any or all of the Goods from one location within the Warehouse or other warehouse in which the Goods are stored to another location within the same facility.

9. Receipt of Goods; Taxes; Transportation Charges.

(a) The Goods are deemed to be received on the date that CC3 accepts care, custody, and control of the Goods in accordance with the terms and conditions of this Agreement, regardless of unloading date or the date warehouse receipt is issued (if any).

(b) If the Statement of Work for Storage Services indicates that the Goods will be stored on a month-to-month basis:

(i) Customer shall pay the storage charges and service fees at the rates set forth on CC3’s rate sheet in effect at the time such charges accrue or the services are performed. All charges for storage are per reserved (whether or not actually utilized by Customer) shelving rack (or half thereof), or other unit specified on CC3’s rate sheet in effect at the time, per month. CC3 may, at any time and from time to time, revise its rates during the time the Goods are in storage, with such revisions to be effective with respect to Customer beginning

with the calendar month after which the revisions are made. The current rate sheet shall be provided upon request by Customer.

(c) If the Statement of Work for Storage Services indicates that the Goods will be stored on a one (1) year basis:

(i) Subject to CC3's right to revise its rates for a Renewal Term (as hereinafter defined) described below, Customer shall pay the storage charges and service fees at the rates set forth on the Statement of Work for Storage Services. All charges for storage are per reserved (whether or not actually utilized by Customer) shelving rack (or half thereof), or other unit specified in the Statement of Work for Storage Services. At least forty-five (45) days prior to the commencement of any Renewal Term, CC3 may revise its rates, with such revisions to be effective with respect to Customer beginning with said Renewal Term.

(d) Notwithstanding the above, if Customer's storage exceeds the rack space that is reserved per the Statement of Work for Storage Services, with respect to such excess Goods, (i) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (ii) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (iii) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month. With respect to such excess Goods, Customer shall pay the storage charges and service fees at the rates set forth on CC3's rate sheet in effect at the time such charges accrue or the services are performed.

(e) All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes.

#### 10. Limited Storage Warranty.

(a) With respect to the Storage Services, CC3 shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by CC3 to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. CC3 is not liable for damages which could not have been avoided by the exercise of such care.

(b) With respect to the Storage Services, CC3 shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Customer establishes such loss occurred because of CC3's failure to exercise the care required of CC3 under Section 10(a). Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that CC3 converted the Goods to its own use.

Customer shall permit CC3 to inspect any damaged Goods for which a claim is submitted hereunder.

(c) CC3 shall not be liable for any breach of this Section 10 unless (i) Customer gives written notice to CC3 of any claim within fifteen (15) days after release of the Goods by CC3 or (ii) Customer is notified by CC3 that loss or damage to part or all of the Goods has occurred, as the case may be, reasonably described. No lawsuit or other action may be maintained by Customer against CC3 for loss or damage to the Goods unless a timely written claim has been given by Customer as provided in the previous sentence and unless such lawsuit or other action is commenced no later than the earlier of: (x) six (6) months after the date of delivery of the Goods to Customer or its designee by CC3 or (y) six (6) months after Customer is notified by CC3 that loss or damage to part or all of the Goods has occurred.

(d) **IN NO EVENT SHALL CC3'S LIABILITY UNDER THIS SECTION 10 EXCEED (I) THE ACTUAL COST TO REPAIR, RESTORE, AND/OR REPLACE ANY DAMAGED GOODS, OR (II) FIFTY (50) CENTS PER DAMAGED GOOD, WHICHEVER IS LESS. THE REMEDIES SET FORTH IN THIS SECTION 10 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CC3'S ENTIRE LIABILITY FOR ANY BREACH OF CC3'S OBLIGATIONS SET FORTH IN THIS SECTION 10.**

11. Confidentiality. From time to time during the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form then is clearly labeled as "confidential," or if disclosed orally, then is identified as confidential when disclosed and within fifteen (15) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure under the Agreement; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group (as defined below) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements

to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section only, "**Receiving Party's Group**" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

12. Fees; Payment Terms. In consideration of the Services to be provided by CC3, Customer shall pay to CC3 the fees set out in each Statement of Work in the time and manner set forth therein. Except as otherwise provided in this Agreement or the applicable Statement of Work, all charges and fees are due and payable within fifteen (15) days from the date of invoice but in no event more than fifteen (15) days after completion of the Services performed pursuant to the applicable Statement of Work. In the case of Storage Services rendered in connection with a Statement of Work for Storage Services (as opposed to Storage Services that are merely incidental to Staging and Kitting Services or Repair Services): (A) Customer shall pay all storage charges on a monthly basis in advance for (i) the initial month or partial month on the first day of storage and (ii) each succeeding month on the first day of such month; (B) charges related to an entire lot of Goods shall be due and payable at the time the entire lot of Goods is removed from Storage; and (C) (i) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (ii) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (iii) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month. Customer shall reimburse CC3 for all reasonable expenses incurred in accordance with a Statement of Work within fifteen (15) days of receipt by the Customer of an invoice from CC3. Customer shall make all payments by check, wire transfer, or ACH and in US dollars; CC3 may also elect to be paid by credit card, though any processing fee charged by the credit card company shall be charged to Customer. If any amount or any other charge or expense payable under this Agreement or a Statement of Work is not received by CC3 by its due date, such payment shall be subject to a late payment fee of 5% of the unpaid amount, or such lesser amount as may be the maximum amount permitted by law, in order to compensate CC3 for its administrative expenses and not as a penalty, until such payment is received by CC3. Furthermore, if any amount or any other charge or expense payable under this Agreement or a Statement of Work is not received by CC3 on or before the applicable due date, Customer shall pay to CC3, in addition to the late charge described above, interest on the overdue amount to CC3 at the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Such overdue payment shall bear interest from the applicable due date, until the date such payment is received by CC3. Such payment shall be in addition to, and not in lieu of, any other remedy CC3 may have. Customer acknowledges that late payment by Customer to CC3 of an amount or any other charge or expense payable under this Agreement or a Statement of Work will cause CC3 to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. The Parties agree that the late charge and default interest represent a fair and reasonable estimate of the costs that CC3 will incur by reason of late payment of an amount or any other charge or expense payable under this Agreement or a Statement of Work by Customer. Acceptance of any late charge or default interest shall not constitute a waiver of Customer's breach or default with respect to the overdue amount or prevent CC3 from exercising any of the other rights and remedies available to CC3. Customer shall pay for all costs incurred in collecting any late payments and related amounts

(e.g., late charge, interest), including, without limitation, attorneys' fees, court costs, legal costs, and collection agency fees, whether or not any lawsuit is filed with respect thereto. 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 release of any Goods or cease performance of any Services if Customer fails to pay any amounts when due hereunder; in addition, CC3 reserves the right to require payment in full of all amounts owed by Customer in advance of the release of the related Goods. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with CC3 (or any direct or indirect affiliate thereof), whether relating to CC3's (or any of its direct or indirect affiliates') breach, bankruptcy, or otherwise.

13. Indemnification. Customer shall indemnify, defend, and hold harmless CC3 and CC3's direct and indirect affiliates and their respective officers, directors, managers, members, employees, agents, successors, and permitted assigns (each, an "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges, professional fees and attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by any Indemnified Party arising out of or relating to any claim of a third party or an Indemnified Party arising out of or relating to the Services, from Customer's failure to comply with any applicable federal, state, or local laws, regulations, or codes, or from Customer's negligence, recklessness, willful misconduct, or breach or non-fulfillment of any representation, warranty, or covenant of this Agreement or a Statement of Work (each a "**Claim**"). Customer shall not enter into any settlement of a Claim without CC3's or the applicable Indemnified Party's prior written consent.

14. Term and Termination.

(a) This Agreement shall commence as of the last date of execution of the first Statement of Work entered into by the Parties and shall continue thereafter indefinitely until terminated pursuant to this Section 14. The term of each Statement of Work shall be as set forth therein, but if no term is set forth therein, then: a Statement of Work for Staging and Kitting Services shall commence on the last date of execution of the Statement of Work and continue thereafter until completion of the Staging and Kitting Services, unless sooner terminated pursuant to this Section 14; a Statement of Work for Storage Services shall commence on the last date of execution of the Statement of Work and continue thereafter for a period of one (1) year, unless sooner terminated pursuant to this Section 14; and a Statement of Work for Repair Services shall commence on the last date of execution of the Statement of Work and continue thereafter for a period of two (2) years, unless sooner terminated pursuant to this Section 14.

(b) Upon expiration of the initial term of a Statement of Work for Storage Services or a Statement of Work for Repair Services, the term of the applicable Statement of Work shall automatically renew for additional successive terms of time equal to the duration of the initial term unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term (each a "**Renewal Term**").



If the term of a Statement of Work is renewed for one or more Renewal Terms, the terms and conditions during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the amounts payable by Customer as provided in this Agreement or the Statement of Work. If either Party provides timely notice of nonrenewal, then the applicable Statement of Work shall terminate on the expiration of the then-current term, unless sooner terminated as provided in this Agreement.

(c) Either Party may terminate this Agreement or any Statement of Work, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

(i) breaches this Agreement or said Statement of Work and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or

(ii) (i) is adjudicated insolvent or admits its inability to pay its debts generally as they become due; (ii) 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; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) 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.

(d) Notwithstanding Section 14(c) above, in addition to any remedies that may be provided under this Agreement, if: (x) Customer fails to pay any amount when due under this Agreement or a Statement of Work, or (y) CC3 terminates any other agreement with Customer prior to the scheduled expiration thereof, then CC3 may, upon written notice, immediately (i) accelerate and declare all amounts owing – and to be owed for the remainder of the term of this Agreement and any Statement of Work – by Customer under this Agreement and any Statement of Work at once due and payable and/or (ii) terminate this Agreement and any Statement of Work.

(e) The expiration or earlier termination of this Agreement will cause the expiration or earlier termination of all Statements of Work, but the expiration or earlier termination of a Statement of Work will not necessarily cause the expiration or earlier termination of this Agreement. Any valid notice of termination of a Statement of Work automatically operates as a cancellation of any Services that are scheduled to be performed thereunder after the effective date of termination. Regarding any shipments of Goods that are still in transit at the time of termination of this Agreement or a Statement of Work, CC3 may require, in its sole and absolute discretion, that all deliveries of such shipments be made on either a cash in advance or certified check basis.

(f) If this Agreement or a Statement of Work for Storage Services is terminated for any reason, Customer shall promptly arrange the removal of all applicable Goods from the Warehouse, subject to payment of all outstanding fees and charges due. If Customer does not promptly remove such Goods, CC3 may without liability remove the Goods and sell the Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Goods (to the last known place of business of the person to be notified) in the manner provided by law. If CC3, after a reasonable effort, is unable to sell the goods, it may dispose of them without liability in any lawful manner.

(g) Termination of his Agreement or a Statement of Work will not affect any rights or obligations of the Parties that (a) in order to give proper effect to the intent of this Agreement or a Statement of Work, should survive such termination (e.g., Section 10(d), Section 11, Section 12, Section 13, Section 14, Section 15, Section 16, Section 21, Section 22) or (b) come into effect upon termination of this Agreement or a Statement of Work. Termination of this Agreement or a Statement of Work will not constitute a waiver of any of the terminating Party's rights, remedies, or defenses under this Agreement (or such Statement of Work), at law, in equity, or otherwise.

15. Disclaimer of All Other Warranties.

(a) **OTHER THAN AS SET FORTH IN SECTION 10(A) ABOVE, CC3 MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(b) Products manufactured by a third party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods in connection with the Services. For the avoidance of doubt, **CC3 MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

16. Limitation of Liability.

(a) IN NO EVENT SHALL CC3 OR ANY OF ITS NATURAL OR ENTITY AFFILIATES OR ANY INDEMNIFIED PARTY BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR DATA OR DIMUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE SERVICES, THE GOODS, OR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT OR A STATEMENT OF WORK, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL CC3'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE STATEMENTS OF WORK, INCLUDING, BUT NOT LIMITED TO, CC3'S LIABILITY UNDER SECTION 10 OF THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CC3 PURSUANT TO THIS AGREEMENT AND ANY STATEMENTS OF WORK FOR THE SERVICES RENDERED HEREUNDER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

In the case of loss or damage to Goods for which CC3 is not liable, Customer shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.

17. Insurance.

(a) CC3 does not represent or warrant that the Warehouse or the contents of the Warehouse cannot be destroyed by fire or any other cause. CC3 will not be required to maintain a watchman or a sprinkler system, and Customer acknowledges that CC3's failure to do so will not constitute a breach of this Agreement or negligence under Section 10(a) or otherwise. Goods are not insured by CC3 for the benefit of Customer against fire or other casualty, it being the intent of the Parties that Customer will look to its own insurance to cover loss, damage, casualty, or theft of Customer's Goods.

(b) Customer shall, at its own expense, maintain and carry insurance in full force and effect against fire or other casualty in a sum no less than the replacement cost of the Goods with financially sound and reputable insurers. Upon CC3's request, Customer shall provide CC3 with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name CC3 as an additional insured. Customer shall provide CC3 with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Customer shall require its insurer to waive all rights of subrogation against CC3's insurers and CC3.

18. Waiver. No waiver by a Party of any of the provisions of this Agreement or a Statement of Work shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement or a Statement of Work 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.

19. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement or a Statement of Work, for any failure or delay in fulfilling or performing any term of this Agreement or the Statement of Work (except for any obligations of 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 impacted Party's ("**Impacted Party**") control, 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) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and/or (i) other events beyond the control of the Impacted Party. 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.

20. Third-Party Beneficiaries. Except as otherwise provided in this Section, this Agreement and the Statements of Work are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein or therein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms hereof or thereof. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to CC3 shall be automatically extended to all parent, subsidiary, and direct and indirect

affiliated entities and all subcontractors of CC3 and the owners, members, directors, managers, officers, employees, and agents of each of the foregoing.

21. Choice of Law and Forum. All matters arising out of or relating to this Agreement or a Statement of Work 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 (whether of the State of Missouri or any other jurisdiction) that would cause 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 relating to this Agreement or a Statement of Work shall be instituted 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.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING STATEMENTS OF WORK, EXHIBITS, AND ATTACHMENTS 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 STATEMENTS OF WORK, EXHIBITS, AND ATTACHMENTS TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

23. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein or a Statement of Work shall survive the expiration or earlier termination hereof and thereof; and (b) any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement or the Statement of Work.

24. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement or a Statement of Work (each, a “**Notice**”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective Parties at the addresses set forth in the preamble (for CC3) or the first SOW (for Customer) or at such other address for a Party as shall be specified in a Notice given in accordance with this Section.

25. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) 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 (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement and the Statements of Work shall 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 Statements of Work, schedules, documents, and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

26. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any specific situation or 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 situation or jurisdiction.

28. Entire Agreement. This Agreement, including and together with any Statements of Work, documents incorporated by reference, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes 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 in the body of this Agreement and the related exhibits and schedules, the statements in the body of this Agreement shall control.

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

30. Cumulative Remedies. All rights and remedies provided in this Agreement or a Statement of Work are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Customer's rights under Section 10 are Customer's exclusive remedies for the events specified therein.

31. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement or a Statement of Work without the prior written consent of CC3. Any purported assignment or delegation in violation of this Section 31 shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement or a Statement of Work.

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

33. 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 24, a signed copy of this Agreement or a Statement of Work delivered by facsimile or email or other means of electronic transmission shall be given the same legal effect as delivery of an original signed copy of this Agreement or Statement of Work, as applicable.

34. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement or a Statement of Work shall be construed as creating any agency, partnership, franchise, business trust, 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. No relationship of exclusivity shall be construed from this Agreement or a Statement of Work.

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