CONTINENTAL UTILITY SOLUTIONS, INC.

SOFTWARE LICENSE SAAS AGREEMENT
API LICENSE ADDENDUM

THIS API LICENSE ADDENDUM ("Addendum") is made as of the date of the applicable Sales Agreement (the "Effective Date"), and modifies the Software License SaaS Agreement ("Agreement") by and between CONTINENTAL UTILITY SOLUTIONS, INC., a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 ("CUSI") and the party identified in the Sales Agreement ("Licensee").

Licensee desires to obtain the right to utilize CUSI's licensed proprietary API for the benefit of Licensee for its internal business operations as delineated in a Sales Agreement, incorporated herein by reference. This Agreement sets forth the terms and conditions under which CUSI will provide to Licensee the use of the API. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. For the purposes of this Addendum, to the extent any of the provisions of the Addendum are inconsistent with the terms and conditions of the Agreement, the terms and conditions of this Addendum will prevail. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect and shall be applicable to this Addendum and the parties hereto.

1. DEFINITIONS. As used in this Addendum:

1.1 "API" means the software program or programs in source code or executable code form, any documentation provided therewith, and any modified, updated, or enhanced versions of such items that CUSI provides to Licensee pursuant to this Addendum. For the avoidance of doubt, the API is deemed part of the "Services" (as defined in the Agreement).

1.2 "Credentials" means the code provided by CUSI that permits Licensee to access the API.

1.3 "Documentation" means any documentation or specification made available by CUSI in connection with the API.

1.4 "Licensee App" means one or more plug-in or other software application that is (a) developed by or on behalf of Licensee to interface with and interoperate with the API, and (b) complies with the requirements of the Terms and this Addendum.

2. API LICENSE GRANT AND RESTRICTIONS.

2.1 API License Grant. Subject to the terms and conditions of this Addendum, CUSI grants to Licensee a limited, non-exclusive, non-transferable, license to: (i) internally use the Credentials to access the API in connection with (A) CUSI licensed technology and/or services, or (B) third party products authorized by CUSI in writing; (ii) internally use, perform, display, reproduce the API solely as necessary to develop, maintain and support the Licensee App, in accordance with the specifications included in the API; and (iii) process information obtained through the API, provided that Licensee complies with all requirements in the Agreement, including this Addendum, and does not further distribute the information unless pursuant to a binding written agreement that contains terms no less restrictive than the Agreement, including this Addendum.

2.2 Restrictions on Use. CUSI shall set and enforce limits on Licensee's use of the API in its sole discretion and Licensee agrees to use the API only to the extent of its documented capabilities. Licensee further agrees not to (a) use or attempt to use the API in violation or contravention of any application law, regulation or generally accepted practices or guidelines in the relevant jurisdictions; (b) use or attempt to use the API other than as expressly set forth in this Addendum and the Documentation; (c) reproduce, distribute, or otherwise provide or make the API available to any third party; (d) attempt to derive the source code or object code for the Services or any component thereof, including by reverse engineering, decompiling, disassembling, or similar means; (e) use the Licensee App to interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Services; or (f) access and/or use the Services and API in order to build a similar or competitive product.

2.3 Reservation of Rights. As between the parties, the API and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of CUSI and its licensors. All rights in and to the API and Documentation not expressly granted to Licensee in this Agreement are reserved by CUSI and its licensors. CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the

Services (the "Feedback") to the extent it does not constitute Confidential Information of Licensee. Licensee hereby assigns all of its right, title, and interest in and to such Feedback to CUSI. CUSI agrees that it obtains no right, title or interest from Licensee under this Addendum in or to Licensee App.

3. TERM AND FEES.

3.1 Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to the terms of the Agreement, will continue in effect for one (1) year (the "Initial Term"). This Addendum will automatically renew for successive one (1) year terms (each a "Renewal Term") unless earlier terminated as expressly provided in the Agreement, or either party provides written notice to the other party at least ninety (90) days prior to the date of termination.

3.2 Automatic Termination. In addition the termination rights set forth in the Agreement, this Addendum and all rights granted to Licensee hereunder will immediately and automatically terminate if (a) Licensee violates any provisions of this Addendum; (b) Licensee engages in any actions that disparages CUSI, or otherwise devalues the name, goodwill or reputation of CUSI; or (c) Licensee uses the API in connection with any non-authorized application.

3.3 Effect of Termination. Upon termination, the license granted to Licensee hereunder shall terminate, and Licensee shall immediately cease use of the API and promptly and permanently erase all API materials and Documentation in Licensee's possession or control.

3.4 Fees. All Fees are specified in the original Sales Agreement and any subsequent Sales Agreements executed by both parties. As set forth in the Agreement, CUSI shall be entitled to increase the Fees after the completion of the Initial Term and each Renewal Term. CUSI will provide Licensee with written notice of such revised Fees at least ninety (90) days prior to the end of the then current term.

4. INDEMNITIES

4.1 THIRD PARTY CLAIMS. Licensee agrees to indemnify and hold CUSI (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) Licensee's use of the API and/or Documentation, (b) Licensee's violation of the Terms, including this Addendum; (c) Licensee's violation of applicable laws or regulations (including any privacy laws), and (d) the Licensee App. CUSI reserves the right, at Licensee's expense, to assume the exclusive defense and control of any matter for which Licensee is required to indemnify CUSI and Licensee agrees to cooperate with CUSI's defense of these claims. Licensee agrees not to settle any matter without the prior written consent of CUSI. CUSI will use reasonable efforts to notify Licensee of any such claim, action or proceeding upon becoming aware of it.

5. CONFIDENTIALITY.

5.1 Definition of Confidential Information. The parties acknowledge and agree that the term "Confidential Information," as set forth in the Agreement, shall be defined to also include the API, the Credentials, the Documentation and any other materials of CUSI that CUSI designates as confidential or which Licensee should reasonably believe to be confidential.

In all other respects the terms and conditions of the Agreement not affected by this Addendum shall remain in full force and effect. The parties by their authorized representatives have entered into this Addendum as of the Effective Date by execution of the Sales Agreement.