CONTINENTAL UTILITY SOLUTIONS, INC.

**Continental Utility Solutions, Inc.**

**Managed Payment Services Agreement**

**THIS MANAGED PAYMENT SERVICES AGREEMENT** ("**Agreement**") is made as of the date of the Sales Agreement (the "**Effective Date**"), 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 (the "**Company**").

CUSI offers managed payment services to facilitate the acceptance of electronic payments from Company's end-user customers. CUSI provides Company with billing software and a Customer Web Portal ("**CWP**") (collectively, the "**Software**"), along with managed payment services that enable payment acceptance through integration with Third-Party Payment Processor(s). Company desires to utilize CUSI's Managed Payment Services as set forth in Company's Sales Agreement, and the following terms of this Managed Payment Services Agreement will apply. This Managed Payment Services Agreement is incorporated by reference into the Sales Agreement by and between Company and CUSI.

**1. DEFINITIONS.**

As used in this Agreement, the following terms shall have the meanings set forth below:

**1.1** "**ACH**" means the Automated Clearing House electronic funds transfer network operated under the rules of Nacha (formerly the National Automated Clearing House Association).

**1.2** "**Card Network**" means Visa, Mastercard, Discover, American Express, and any other payment card network whose cards may be accepted through the Managed Payment Services.

**1.3** "**Card Network Rules**" means the bylaws, rules, regulations, operating guidelines, and fee schedules of each Card Network, as amended from time to time.

**1.4** "**Third-Party Account**" means any account, profile, or enrollment that a Third-Party Payment Processor requires Company to establish and maintain as a condition of accessing the Managed Payment Services.

**1.5** "**End-User Customer**" or "**End User**" means any customer or ratepayer of Company who submits payment to Company through the Managed Payment Services.

**1.6** "**Interchange Fees**" means the fees assessed by Card Networks on each card-based transaction, as set and adjusted by the applicable Card Network from time to time.

**1.7** "**Managed Payment Services**" means CUSI's managed payment services, including onboarding of Company to Third-Party Payment Processor(s), integration of Third-Party Payment Processor infrastructure with Company's CUSI billing software and CWP environment, Tier 1 customer support, consulting, and related support services, as further described in Section 3 .

**1.8** "**Pass-Through Costs**" means all third-party costs directly attributable to the processing of Transactions, including without limitation Interchange Fees, Card Network assessments, Third-Party Payment Processor fees, ACH network fees, and any regulatory or governmental fees or surcharges, in each case as charged to CUSI by the applicable third party and allocable to Company's Transaction volume.

**1.9** "**Payment Methods**" means the payment types enabled under this Agreement, which may include credit cards, debit cards, ACH transfers, and electronic checks (E-Check), subject to the terms of this Agreement and the then-current terms of the applicable Third-Party Payment Processor(s).

**1.10** "**Sales Agreement**" means collectively the documents documenting the commercial terms for the use of the Licensed Software that may include, but is not limited to Company's use of CUSI's billing software, CWP, and related services, including all exhibits, addenda, and order forms incorporated therein.

**1.11** "**Third-Party Payment Processor**" means any third-party payment processor, payment network, or financial services provider that CUSI engages from time to time to facilitate the processing of Transactions. CUSI may change, add, or remove Third-Party Payment Processor(s) at its discretion without amending this Agreement, provided that CUSI provides Company with reasonable advance notice and updates the Third-Party Terms (as defined herein) accordingly.

**1.12** "**Third-Party Terms**" means the terms of service, connected account agreements, acceptable use policies, and other terms and conditions of any Third-Party Payment Processor applicable to Company's use of the Managed Payment Services, as made available by CUSI or the applicable Third-Party Payment Processor and amended from time to time.

**1.13** "**Transaction**" means each individual payment submitted by an End-User Customer to Company and processed through the Managed Payment Services.

**2. RELATIONSHIP TO SALES AGREEMENT.**

**2.1 Incorporation.** This Agreement is incorporated into and forms part of the Sales Agreement between the Parties. Capitalized terms used but not defined herein have the meanings ascribed to them in the Sales Agreement.

**2.2 Order of Precedence.** In the event of any conflict between this Agreement and the Sales Agreement with respect to the subject matter of Managed Payment Services, this Agreement shall control. All other terms of the Sales Agreement remain in full force and effect.

**2.3 Addendum Status.** The Parties acknowledge that this Agreement is intended to supplement and clarify the payment-related terms of the Sales Agreement and to address matters not previously covered therein. This Agreement does not modify any terms of the Sales Agreement that do not relate to Managed Payment Services.

**3. MANAGED PAYMENT SERVICES.**

**3.1 Scope of Services.** Subject to the terms and conditions of this Agreement, CUSI will make available to Company the following Managed Payment Services: (a) onboarding of Company to the applicable Third-Party Payment Processor(s); (b) integration of Third-Party Payment Processor infrastructure with Company's CUSI billing software and CWP environment; (c) Tier 1 customer support for Company; (d) consulting services related to payment acceptance configuration, optimization, and best practices; and (e) transmission and reconciliation of payment data between Third-Party Payment Processor(s) and Company's billing software and CWP. The Managed Payment Services are available to Company solely in conjunction with Company's licensed use of CUSI's billing software and CWP under the Sales Agreement, and solely through Third-Party Payment Processor(s) that CUSI has certified and integrated with the Software; CUSI does not provide Managed Payment Services on a standalone basis or in connection with any non-certified or non-integrated third-party payment processor. CUSI's role under this Agreement is limited to the foregoing services. For the avoidance of doubt, CUSI does not process payments, settle funds, hold or transmit End-User Customer funds, or otherwise act as a payment processor; all payment processing, fund settlement, and related financial services are performed solely by the applicable Third-Party Payment Processor, not by CUSI.

**3.2 Payment Methods.** The Payment Methods available to Company are subject to (a) Company's enrollment for and eligibility under the

applicable Third-Party Terms, (b) the then-current operating conditions of the applicable Third-Party Payment Processor(s), and (c) applicable Card Network Rules. CUSI does not guarantee the continued availability of any specific Payment Method. CUSI will provide Company with reasonable advance notice of any material change to available Payment Methods where CUSI has prior knowledge of such change.

**3.3** CUSI's Role. CUSI acts solely as a managed services provider facilitating Company's access to Third-Party Payment Processor services. CUSI is not a bank, payment processor, money services business, or money transmitter. CUSI does not hold, receive, or transmit End-User Customer funds, and does not process payments or settle funds. All payment processing, fund settlement, and related financial services are performed solely by the applicable Third-Party Payment Processor, not by CUSI. CUSI's obligations under this Agreement are limited to those expressly set forth herein.

**3.4 Service Levels.** CUSI will use commercially reasonable efforts to maintain the availability of the Managed Payment Services integration. Scheduled maintenance windows and unplanned outages attributable to Third-Party Payment Processor(s) or third-party networks are outside CUSI's control and are not a breach of this Agreement. CUSI will notify Company of known scheduled maintenance that affects Managed Payment Services availability with reasonable advance notice.

**4. THIRD-PARTY PAYMENT PROCESSOR; COMPANY OBLIGATIONS.**

**4.1 Required Third-Party Account.** Access to and use of certain Managed Payment Services may require Company to establish and maintain a Third-Party Account with one or more Third-Party Payment Processors designated by CUSI. Company shall complete all onboarding, identity verification, and other enrollment requirements imposed by the applicable Third-Party Payment Processor, including any KYC/AML requirements.

**4.2 Third-Party Terms Acceptance.** Prior to using the Managed Payment Services, Company shall review, accept, and comply with all applicable Third-Party Terms. Company acknowledges that the Third-Party Terms constitute direct legal obligations between Company and the applicable Third-Party Payment Processor. CUSI is not a party to the Third-Party Terms and assumes no obligation or liability thereunder. CUSI will make the then-current Third-Party Terms available to Company or direct Company to where they may be accessed.

**4.3 Third-Party Terms Updates.** Third-Party Payment Processors may amend the Third-Party Terms from time to time, and such amendments may take effect without prior notice to CUSI. CUSI will use commercially reasonable efforts to provide Company with notice of material amendments to the Third-Party Terms of which CUSI becomes aware. Company is solely responsible for monitoring, reviewing, and complying with any amendments to the Third-Party Terms, regardless of whether CUSI provides notice thereof.

**4.4 Card Network Rules Compliance.** Company shall at all times comply with applicable Card Network Rules as they pertain to Company's acceptance of card-based payments. Company acknowledges that Card Network Rules are established and amended by Card Networks independently, and that CUSI has no ability to alter or waive them.

**4.5 Company Representations.** Company represents and warrants that: (a) all information provided to CUSI and any Third-Party Payment Processor in connection with establishing and maintaining a Third-Party Account is accurate and complete; (b) Company will use the Managed Payment Services solely for legitimate utility billing and payment collection purposes; (c) Company has obtained all required regulatory authorizations and licenses to collect payments from its End-User Customers; and (d) Company's use of the Managed Payment Services will comply with all applicable federal, state, and local laws and regulations.

**4.6 Company Duties Regarding End Users.** Company is solely responsible for: (a) its relationships with End-User Customers, including the accuracy of billing amounts submitted for payment; (b) providing End-User Customers with required disclosures regarding payment processing, any convenience fees or surcharges, and applicable privacy practices; (c) handling End-User Customer inquiries, disputes, and complaints related to their utility accounts; and (d) timely posting of received payments to End-User Customer accounts in accordance with applicable requirements.

**5. FEES, PASS-THROUGH COSTS, AND BILLING.**

**5.1 CUSI Service Fees.** Company shall pay CUSI the fees for Managed Payment Services as set forth in the separate sales agreement between Company and CUSI (the "Sales Agreement"), which sets forth the fees and pricing applicable to the Managed Payment Services (the "**CUSI Fees**"). The CUSI Fees are separate from and in addition to the Pass-Through Costs described in Section 5.2.

**5.2 Pass-Through Costs.** To the extent set forth in the Sales Agreement, CUSI may charge Company for Pass-Through Costs incurred by CUSI on Company's behalf. Pass-Through Costs are not included in the CUSI Fees. Pass-Through Costs may include, without limitation: (a) Interchange Fees. Card Networks establish Interchange Fees and adjust them periodically without CUSI's involvement or prior notice to CUSI. Company acknowledges that Interchange Fees are non-negotiable, are set by Card Networks, and that CUSI passes such fees through to Company at cost without markup except as otherwise specified in the Sales Agreement; (b) Card Network Assessments. In addition to Interchange Fees, Card Networks impose various assessments, dues, and fees (e.g., network access fees, cross-border fees, data integrity fees). These are passed through to Company as incurred; (c) Third-Party Payment Processor Fees. Fees charged by Third-Party Payment Processor(s) for payment processing services that are allocable to Company's Transaction volume, as disclosed in the applicable Third-Party Terms or otherwise communicated to Company; (d) ACH and E-Check Network Fees. Fees charged by the ACH network and financial institutions for processing ACH and E-Check Transactions, including return item fees; and (e) Other Third-Party Fees. Any other fees, assessments, or charges imposed by third parties in connection with the processing of Transactions, including regulatory fees or surcharges.

**5.3 Fee Changes - Pass-Through Costs.** To the extent Pass-Through Costs are applicable under the Sales Agreement, CUSI may adjust the amounts billed to Company for Pass-Through Costs at any time and without advance notice to the extent such adjustment reflects a change imposed by a Card Network, a Third-Party Payment Processor, a governmental authority, or other third party outside CUSI's control. CUSI will use commercially reasonable efforts to notify Company of material adjustments to Pass-Through Costs within thirty (30) days of CUSI receiving notice thereof. If a Card Network, Third-Party Payment Processor, governmental authority, or other third party retroactively increases, reassesses, or otherwise revises any Pass-Through Cost applicable to a Transaction after CUSI has already billed Company for such Pass-Through Cost, CUSI may bill Company for the additional amount, regardless of when the original Transaction occurred, and such additional amount shall be treated as a Pass-Through Cost subject to Section 5.5. If CUSI determines that it under-assessed or under-billed Company for any Pass-Through Cost due to an error in CUSI's calculation or billing, CUSI may correct such error and bill Company for the corrected, increased amount, regardless of when the original Transaction occurred, and such additional amount shall be treated as a Pass-Through Cost subject to Section 5.5.

**5.4 Fee Changes - CUSI Fees.** CUSI may modify the CUSI Fees upon not less than thirty (30) days' prior written notice to Company. Company's continued use of the Managed Payment Services after the effective date of such change constitutes acceptance of the modified CUSI Fees.

**5.5 Invoicing and Payment.** CUSI, or a Third-Party Payment Processor, will invoice Company for CUSI Fees and applicable Pass-Through Costs on a monthly basis, unless otherwise agreed in the Sales Agreement. Payment is due within thirty (30) days of the invoice date. Overdue amounts shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

**5.6 Disputed Invoices.** Company shall notify CUSI in writing of any good-faith dispute regarding an invoice within fifteen (15) days of receipt. The Parties shall work in good faith to resolve any dispute within thirty (30) days of notice. Undisputed amounts remain due and payable in accordance with Section 5.5.

**5.7 Taxes.** Company is responsible for all applicable sales, use, excise, or similar taxes arising from Company's receipt of Payment Services, except taxes based solely on CUSI's net income. If Company claims a tax exemption, Company shall provide CUSI with valid tax exemption documentation. If any exemption documentation is subsequently disallowed, Company shall be responsible for the full amount of applicable taxes, penalties, and interest.

**5.8 End-User Customer Fees.** To the extent Company elects to assess a convenience fee, surcharge, or service charge to End-User Customers in connection with Managed Payment Services: (a) Company shall be solely responsible for ensuring that any such fee or surcharge complies with applicable Card Network Rules, state and local laws, and any applicable regulatory requirements governing utility payments; (b) Company shall provide required disclosures to End-User Customers before collecting any surcharge or convenience fee; and (c) CUSI shall have no liability for Company's failure to comply with applicable surcharge or convenience fee rules and requirements.

**6. CHARGEBACKS, RETURNS, AND REVERSALS.**

**6.1 Company Responsibility.** Company is solely responsible for all chargebacks, refunds, reversals, and return items (collectively, "**Chargebacks**") arising from Transactions processed through the Managed Payment Services. Company shall maintain adequate reserves or operational funds to satisfy Chargeback obligations as they arise.

**6.2 Chargeback Fees.** Chargeback fees, return item fees, and related penalty assessments imposed by Card Networks, Third-Party Payment Processor(s), or financial institutions are Pass-Through Costs for which Company is responsible pursuant to Section 5.2.

**6.3 Chargeback Process.** CUSI will notify Company of Chargebacks received to the extent CUSI is informed thereof by a Third-Party Payment Processor. Company is solely responsible for timely responding to Chargeback notices and supplying required documentation to the applicable Third-Party Payment Processor. CUSI will reasonably cooperate with Company in the Chargeback process by providing available Transaction data, but CUSI assumes no obligation to represent Company in Chargeback proceedings.

**6.4 ACH and E-Check Returns.** Company shall comply with ACH return obligations required by Nacha operating rules. Company shall: (a) approve or reject payments in any preprocessing queue on the same day, if possible, but in no event later than 2:00 PM Central Time one (1) business day after receiving notice of pending payments; (b) post received payment data to End-User Customer accounts on the day of receipt, if possible, but in no event later than one (1) business day thereafter; (c) not return a payment unless it is incorrect, incomplete, unidentifiable, or the relevant account was blocked or closed prior to receipt of the payment data; and (d) notify CUSI of any unposted payment within two (2) business days after receiving notice thereof.

**7. DATA AND PRIVACY.**

**7.1 Data Handling.** CUSI will handle End-User Customer payment data in accordance with the Sales Agreement (where applicable) and applicable law. CUSI does not store full card numbers or sensitive authentication data in its systems.

**7.2 PCI-DSS.** Company acknowledges that the Payment Card Industry Data Security Standards (PCI-DSS) may apply to its operations as a merchant accepting card payments. Company is responsible for maintaining PCI-DSS compliance to the extent applicable to Company's systems and operations. CUSI's Managed Payment Services integration relies on the PCI-DSS certified infrastructure of its Third-Party Payment Processor(s), and CUSI makes no independent representation regarding PCI-DSS compliance with respect to Company's systems.

**7.3 Third-Party Data Practices.** Company acknowledges that Third-Party Payment Processor(s) collect, use, and share data related to Transactions and Third-Party Accounts in accordance with their respective Third-Party Terms and privacy policies. CUSI has no control over Third-Party Payment Processors' data practices and assumes no liability for the data handling of any Third-Party Payment Processor.

**7.4 Required Consents.** Company shall obtain all necessary notices, consents, and authorizations from End-User Customers required to enable lawful processing of payment transactions, including any consents required for ACH debit authorizations.

**8. INTELLECTUAL PROPERTY.**

**8.1 CUSI Technology.** All software, interfaces, tools, and other technology provided by CUSI in connection with the Payment Services remain the exclusive property of CUSI or its licensors. This Agreement does not transfer any ownership interest in CUSI's technology to Company.

**8.2 License Grant.** CUSI grants Company a limited, non-exclusive, non-transferable license to use the Managed Payment Services integration solely for Company's internal utility billing and payment collection operations during the Term.

**9. DISCLAIMERS; LIMITATIONS OF LIABILITY.**

**9.1 Disclaimer - Third-Party Services.** CUSI HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES OF ANY THIRD-PARTY PAYMENT PROCESSOR, CARD NETWORK OPERATIONS, OR ANY OTHER THIRD-PARTY SERVICES USED IN CONNECTION WITH THE MANAGED PAYMENT SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE THIRD-PARTY PAYMENT PROCESSOR IS SOLELY RESPONSIBLE FOR ITS OWN SERVICES, AND COMPANY'S RIGHTS AND REMEDIES WITH RESPECT TO THIRD-PARTY PAYMENT PROCESSOR SERVICES ARE GOVERNED SOLELY BY THE APPLICABLE THIRD-PARTY TERMS.

**9.2 Pass-Through Cost Disclaimer.** CUSI makes no representation or warranty regarding the amount, stability, or predictability of Pass-Through Costs. Company expressly acknowledges that Pass-Through Costs, including Interchange Fees, are set by third parties beyond CUSI's control and are subject to change without notice to CUSI.

**9.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CUSI BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MANAGED PAYMENT SERVICES, INCLUDING DAMAGES ARISING FROM CHANGES IN INTERCHANGE FEES, CARD NETWORK ASSESSMENTS, OR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PAYMENT PROCESSOR, EVEN IF CUSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.4 Cap on Liability.** CUSI's aggregate liability to Company arising under or related to this Agreement shall not exceed the total amount of CUSI Fees (excluding Pass-Through Costs) paid by Company to CUSI under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

**10. INDEMNIFICATION.**

**10.1 Company Indemnification.** Company shall indemnify, defend, and hold harmless CUSI and its officers, directors, employees, agents, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Company's breach of this Agreement or any applicable Third-Party Terms; (b) Company's violation of applicable Card Network Rules; (c) Company's failure to properly post or process payments received from End-User Customers; (d) Chargebacks, returns, or reversals arising from Company's Transactions; or (e) any claim by an End-User Customer arising from Company's acts or omissions.

**10.2 CUSI Indemnification.** CUSI shall indemnify, defend, and hold harmless Company from and against claims by third parties arising

solely from CUSI's gross negligence or willful misconduct in performing its obligations under this Agreement.

**11. TERM AND TERMINATION.**

**11.1 Term.** This Agreement commences on the Effective Date and shall remain in effect for the Initial and Renewal terms set forth in the Sales Agreement (the "**Term**"), unless earlier terminated pursuant to this Section 11.

**11.2 Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail; (b) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy that is not dismissed within sixty (60) days; or (c) ceases to conduct business in the ordinary course. Notwithstanding the foregoing, this Agreement shall automatically terminate, without further action by either Party, upon the expiration or termination of the Sales Agreement or of Company's license to use CUSI's billing software and CWP thereunder, for any reason.

**11.3 CUSI Termination Rights - Payment Failures.** CUSI may terminate this Agreement immediately if: (a) Company's Third-Party Account is suspended or terminated by a Third-Party Payment Processor; (b) Company fails to pay any undisputed invoice within fifteen (15) days after written notice of non-payment; or (c) a debit to Company's account for Pass-Through Costs or Chargeback amounts is returned for insufficient funds.

**11.4 Effect of Termination.** Upon expiration or termination of this Agreement: (a) Company's access to and use of the Managed Payment Services will cease; (b) all CUSI Fees and Pass-Through Costs accrued through the effective date of termination become immediately due and payable; (c) provisions of this Agreement that by their nature survive termination shall so survive, including Sections 5 (fees accrued), 6 (chargebacks), 7 (data), 9 (disclaimers and limitations), 10 (indemnification), and 12 (general provisions); and (d) termination of this Agreement does not automatically terminate the Sales Agreement.

**12. GENERAL PROVISIONS.**

**12.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. For purposes of this Agreement and any controversy arising hereunder, Company hereby irrevocably consents to the jurisdiction and venue of applicable federal or state courts located in Craighead County, Jonesboro, Arkansas.

**12.2 Dispute Resolution.** The Parties agree to use their best efforts to cause any disputes or disagreements to be negotiated in good faith and resolved as soon as possible. In the event that any dispute cannot be resolved to each Party's satisfaction within ten (10) days after either Party's business or project managers have notified the other in writing of the need for resolution, the dispute shall immediately be referred to the executive level of both Parties. In the event that such executives cannot resolve the dispute or disagreement to their mutual satisfaction within fifteen (15) days, either Party may take any legal or equitable action available to it. No resolution or attempted resolution of any dispute pursuant to this Section shall constitute a waiver of any term or provision of this Agreement unless such waiver is in writing and signed by the Party claimed to have waived.

**12.3 Notices.** All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), overnight courier, or first-class mail to the addresses set forth on the signature page or as updated by a Party in writing.

**12.4 Entire Agreement.** This Agreement, together with the Sales Agreement, the Sales Agreement, and all exhibits and order forms incorporated herein, constitutes the entire agreement of the Parties with respect to Managed Payment Services and supersedes all prior oral or written agreements or understandings relating thereto. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**12.5 Amendment.** This Agreement may be modified upon notice to Licensee, where notice for purposes of this Section 12.5 shall constitute posting on CUSI's website or email notice to CUSI's business contact of Licensee.

**12.6 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing. No waiver shall operate as a continuing waiver or waiver of any other provision.

**12.7 Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

**12.8 Assignment.** Company may not assign this Agreement or any rights or obligations hereunder without CUSI's prior written consent. CUSI may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets upon written notice to Company. Any purported assignment in violation of this Section is void.

**12.9 Force Majeure.** Neither Party shall be in breach of this Agreement to the extent its performance is prevented or delayed by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemic, governmental action, or failures of third-party networks (including the infrastructure of any Third-Party Payment Processor), provided the affected Party gives prompt written notice and uses reasonable efforts to resume performance.

**12.10 Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

**No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein creates any rights in any third party, including End-User Customers or any Third-Party Payment Processor.

**IN WITNESS WHEREOF,** the parties by their authorized representatives have entered into this Hosting Agreement as of the Effective Date.

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