PERPETUAL SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS PERPETUAL SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY.

BY CLICKING THE "I AGREE" BUTTON OR COMPLETING THE PURCHASE PROCESS, YOU (THE INDIVIDUAL ACTING ON BEHALF OF THE LICENSEE) EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH HAMILTON MIDWAY ENTERPRISES, LLC.

YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE TRUE, ACTUAL, LEGAL AUTHORITY TO BIND THE BUSINESS ENTITY (THE "LICENSEE") TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT CLICK "I AGREE" AND <u>YOU MUST NOT</u> COMPLETE THE PURCHASE PROCESS.

1. DEFINED TERMS

A. "Affiliate" shall mean any entity controlling, controlled by, or under common control with the Licensee.

B. "Agreement" means this Perpetual Software License Agreement, together with any Amendments thereto, if and only if such Amendments are pursuant to Section 15.1 herein.

C. "Lemon Squeezy" shall mean Lemon Squeezy, a Stripe company, with a URL at https://www.lemonsqueezy.com/.

D. "Permitted User" shall mean all of Licensee's employees, agents, and contractors, either now or in the future. For the purposes of clarity, the Parties acknowledge and agree that Licensee's employees, agents, and contractors cease to be Permitted Users after cessation of employment for Licensee, or Licensee's subsidiaries, or Licensee's Affiliates (as may be applicable), irrespective of the reason for such cessation of employment.

E. "Software" shall mean The Contract Board.

F. "Update" shall mean any modification, patch, fix, or new version of software released to improve performance, fix bugs, improve security, or add minor enhancements, which would typically be designated by a change in the digit(s) to the right of the decimal point (i.e., from version 1.2 to version 1.3, or also from version 1.0.7 to version 1.0.14).

G. "Licensee" shall mean Licensee, Licensee's Affiliates, and Licensee's subsidiaries.

H. "Licensor" shall mean Hamilton Midway Enterprises, LLC, a Minnesota Limited Liability Company.

2. LICENSE GRANT, UPDATES, BACKUP COPIES

2.1. The Software is licensed, not sold. This Agreement constitutes a license only and is not in any way a transfer of ownership rights to the Software. Title, copyright, trademark rights, intellectual property rights, and distribution rights of the Software remain exclusively with Licensor.

2.2 Licensor hereby grants to Licensee and its Affiliates and its subsidiaries a perpetual, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.1) license to use the Software for the benefit of Permitted Users, unless such license is terminated pursuant to either Section 3.5 or Section 8 herein.

2.3. Unless such Perpetual License is terminated pursuant to either Section 3.5 or Section 8 herein, Licensee shall have the right to download any and all Updates to the Software which have been uploaded to Lemon Squeezy.

2.4. Licensee may make backup and archival copies of the Software as desired by Licensee.

3. LICENSE FEE

3.1 The License price of $3,750 USD paid by the Licensee will constitute the entire license fee and is the full consideration for the perpetual license.

3.2 There are no recurring License fees. This is a one-time License fee.

3.3 The License fee price is exclusive of applicable taxes, levies, or duties, which shall be paid by Licensee.

3.4 The Software shall be delivered electronically, not on physical media.

3.5 Licensee agrees that if Licensee, or any contractor or agent acting on its behalf, initiates a chargeback, reversal, or payment dispute with their credit card issuer, bank, or payment provider (including Lemon Squeezy) for the License fee, such action shall constitute a material breach of this Agreement. Upon the initiation of any such chargeback or dispute, the Perpetual License granted under Section 2.2 herein shall immediately and automatically terminate and become null and void. Licensor reserves the right to pursue all available legal and equitable remedies to recover the disputed funds, and Licensee shall be strictly liable for the original License fee, plus any chargeback fees, administrative costs, or expenses (including reasonable attorneys' fees) incurred by Licensor in responding to and recovering from such chargeback. Additionally, Licensee must provide to Licensor the specific written Affirmation which is attached hereto as Exhibit A which has been fully signed by an employee at the Licensee's organization who has the rank of "Senior Vice President" or above. Such fully-signed Exhibit A must be provided to Licensor within five (5) business days of the initiation of the chargeback, reversal, or payment dispute, and must be delivered to Licensor using a nationally recognized overnight courier to Licensor's registered business address. Affirmations provided via e-mail shall be deemed insufficient and void for purposes of this Section 3.5.

3.6 The Parties acknowledge and agree that Licensor will suffer substantial and difficult-to-measure damages if Licensee fails to timely provide the fully executed Affirmation (Exhibit A) following a chargeback, reversal, or payment dispute. Therefore, if Licensee fails to deliver the valid, fully

executed Affirmation to Licensor within the five (5) business day period set forth herein, Licensee shall pay to Licensor liquidated damages in the amount of $500 per calendar day until such Affirmation is properly received, or a flat sum of $10,000, whichever amount is smaller. The Parties agree that this amount represents a reasonable estimate of the administrative, investigative, and enforcement costs Licensor will incur, and does not constitute a penalty.

4. NO SOFTWARE MAINTENANCE SERVICES, NO USER SUPPORT SERVICES

4.1 There is no software maintenance service provided as part of this Agreement, except the Updates previously referenced in Section 2.3 herein.

4.2 No user support services are provided as part of this Agreement.

5. BUGS

5.1 The Licensor does not warrant that use of the Software will be error-free. Licensee acknowledges, affirms, and agrees that the software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

6. LIMITATION OF LIABILITY

6.1 The Software is provided by the Licensor and accepted by the Licensee "as is". Licensor shall not be liable for any general, special, incidental, consequential, or punitive damages including, but not limited to, loss of production, loss of revenue, loss of profits, loss of data, or any other business or economic damage suffered by the Licensee arising out of the use or failure to use the Software, even if advised of the possibility of such damages. The foregoing limitation of liability and exclusion of damages shall apply whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise.

6.2 Licensee acknowledges, affirms, and agrees that the Software is self-hosted by Licensee. Licensor does not provide web hosting, database hosting, or data backup services. Licensee is solely responsible for the security, hosting, maintenance, and backup of their own data and infrastructure.

6.3 Licensor's maximum liability for any damages arising out of or related to this Agreement is capped at the original purchase price of the Software.

7. NO VIRUS

7.1 Licensor represents and warrants that the Software contains no known viruses (or virii) at the moment of delivery. Licensor is not responsible for viruses introduced at Licensee's site(s); Licensor is not responsible for any viruses, virii, or other malware introduced to the software after the moment of delivery. For any breach of the foregoing warranty, Licensee's sole and exclusive remedy, and the Licensor's sole obligation, is to provide a replacement copy of the Software upon written notice, however, such written notice cannot be an e-mail. Such written notice must be delivered by a nationally recognized overnight courier to Licensor's registered business address. Notice provided via e-mail shall be deemed insufficient and void for purposes of this Section 7.1.

8. TERMINATION OF PERPETUAL LICENSE GRANT

8.1 Licensor may terminate the Licensee's perpetual license grant if Licensee (A) engages in conduct prohibited under Section 3 herein, (B) provides the Software to an entity who is not a Permitted User, (C) sublicenses the Software to any third party, or; (D) violates the Licensor's trademark rights or copyright.

9. DISCLAIMER OF WARRANTIES

9.1 THE LICENSOR MAKES NO WARRANTY EXPRESSED OR IMPLIED REGARDING THE MERCHANTABILITY OR FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL BE SUITABLE OR APPROPRIATE FOR THE SPECIFIC REQUIREMENTS OF THE LICENSEE.

10. ASSIGNMENT

10.1 Either party may assign its rights and obligations under this Agreement to any successor by sale, merger, or acquisition.

11. ARBITRATION

11.1 Any dispute, controversy, or claim arising out of, relating to, or in connection with this contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, shall be finally settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as provided in Section 11.8.

11.2 The arbitration shall be conducted in Minnesota, in accordance with, and subject to, the governing law and venue provisions set forth herein under Section 12, by one arbitrator.

11.3 The seat of the arbitration shall be Minneapolis, Minnesota, and it shall be conducted in the English language.

11.4 The arbitration award shall be final and binding on the Parties, however, in no event shall the maximum amount of the arbitration award exceed the price paid for the Software by Licensee to Licensor.

11.5 Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

11.6 The Parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made.

11.7 Discovery shall not be permitted, unless the Parties agree to the contrary in a mutually agreeable fully signed written Amendment, executed by the Parties in good faith, where such Amendment has been created in accordance with Section 15.1 herein.

11.8 Notwithstanding anything to the contrary in this Section 11, Licensor retains the right to bring an action in any court of competent jurisdiction seeking injunctive relief, equitable relief, to enforce its

intellectual property rights (including, but not limited to, claims for copyright infringement, trademark infringement, or unauthorized use of the Software following a termination of the license grant), or to pursue any legal, equitable, or collection claims arising out of or related to a chargeback, reversal, or payment dispute initiated by Licensee.

12. GOVERNING LAW

12.1 The Parties specifically acknowledge, affirm, and agree that the Agreement will be enforced or construed according to the laws of the State of Minnesota, with proper venue sitting in Hennepin County, Minnesota. This choice of venue is specifically and intentionally desired by the Parties to be mandatory and not permissive in nature.

12.2 The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code (UCC), as adopted by any jurisdiction, shall not apply to this Agreement or to the licensing of the Software.

13. HEADINGS

13.1 Headings are inserted for the convenience of the Parties only, and are not to be considered when interpreting this Agreement.

14. SEVERABILITY

14.1 If any term, covenant, condition, or provision of this Agreement is held to be invalid, void, or unenforceable by an Arbitrator, or by a court of competent jurisdiction, it is the Parties' intent that such provision be reduced in scope only to the extent deemed necessary to render the provision enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

15. ONLY WRITTEN AMENDMENTS – NO E-MAIL AMENDMENTS

15.1 This Agreement can be modified only by a fully signed written Amendment which has been negotiated in good faith and fully executed by both Parties. An e-mail message may not serve as an Amendment under any circumstances, even if fully executed by both Parties. Any e-mail message which purports to be an Amendment to this Agreement is null and void ab initio.

16. INDEMNIFICATION

16.1 Indemnification by Licensor. Licensor agrees to defend and indemnify Licensee against any third-party claim that the Software infringes any valid United States copyright or patent, provided that Licensee gives Licensor written notice of the claim within five (5) calendar days of the earliest of the following: (i) Licensee acquiring actual knowledge of the claim; (ii) the date upon which Licensee, through the exercise of reasonable business diligence, should have become aware of the claim; or (iii) Licensee's receipt of any written demand, cease-and-desist letter, or formal service of process relating to the claim. Such written notice must be delivered by a nationally recognized overnight courier to Licensor's registered business address. Notice provided via e-mail shall be deemed insufficient and void for the purposes of triggering Licensor's obligations under this Section. Upon receiving proper and timely notice, Licensee must allow Licensor sole control over the defense and settlement of the claim.

Licensor shall not be responsible for the cost of any settlement of any such claim, suit or proceeding made without the written consent of Licensor. Notwithstanding the foregoing, Licensor's maximum liability and obligation under this indemnification provision shall be strictly limited to, and shall not exceed, the maximum liability cap set forth in Section 6.3 herein.

16.2 Exceptions to Licensor's Indemnification. Licensor shall have no obligation under Section 16.1 for any claim of infringement arising from: (a) Licensee's modification of the Software; or (b) Licensee's continued use of an infringing version of the Software after Licensor has provided a non-infringing Update.

16.3 Indemnification by Licensee. Licensee agrees to indemnify, defend, and hold harmless Licensor, its Affiliates, officers, and directors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Licensee's breach of any term of this Agreement; (b) Licensee's use or misuse of the Software; or (c) any data breach, loss of data, or security incident occurring on Licensee's self-hosted infrastructure.

17. REVERSE ENGINEERING

17.1 The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

18. PURCHASE ORDER TERMS ARE NULL AND VOID

18.1 Any terms and conditions on, or attached to, or incorporated by reference into Licensee's purchase orders shall be of no force or effect, and shall be considered null and void.

19. TIME LIMITATION TO COMMENCE ARBITRATION

19.1 As subject to Section 11 herein, any arbitration action of any kind arising out of or in any way connected with this Agreement must be commenced within one (1) year of the date upon which the cause of action was discovered or should reasonably have been discovered by the party bringing the action.

20. SURVIVAL CLAUSE

20.1 In the event that this Agreement is terminated for any reason, the Parties acknowledge and agree that the provisions contained in Section 6 (Limitation of Liability), Section 9 (Disclaimer of Warranties), Section 11 (Mandatory Arbitration), Section 12 (Governing Law), Section 16 (Indemnification), Section 17 (Reverse Engineering), Section 19 (Time Limitation to Commence Arbitration), and Section 28 (Integration) shall survive such termination and remain in full force and effect.

21. US EXPORT COMPLIANCE

21.1 Licensee acknowledges that the Software is subject to United States export control laws and regulations. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the sole responsibility to obtain any required licenses to export, re-export, or import the Software. Licensee represents and warrants that it is not located in a comprehensively embargoed country, nor is it listed on any United States Government list of prohibited or restricted parties.

22. U.S. GOVERNMENT RESTRICTED RIGHTS

22.1 The Software and any accompanying documentation are "Commercial Items," 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 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

23. PUBLICITY RIGHTS

23.1 Licensor may use Licensee's name, business name, and logo on Licensor's website and promotional materials strictly to identify Licensee as a purchaser of the Software, or as a customer. Licensee may opt out of this provision at any time by providing written notice to Licensor.

24. NO WAIVER

24.1 No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

24.2 No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), or shall constitute a continuing waiver unless otherwise expressly provided.

24.3 No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party against whom such waiver is intended to be effective.

25. OPEN SOURCE AND THIRD-PARTY TECHNOLOGY

25.1 The Software may contain, or be distributed with, third-party software or open-source software components. Such third-party and open-source components are licensed to Licensee strictly subject to the terms and conditions of their respective separate, applicable license agreements, and are not subject to the proprietary license grant of this Agreement. Licensor makes no warranties, express or implied, with respect to any such third-party or open-source components, and Licensor shall have no liability, defense, or indemnification obligations whatsoever arising out of Licensee's use of such components.

26. BENCHMARKING AND COMPETITIVE RESTRICTIONS

26.1 Licensee shall not, and shall not permit any Permitted User or third party to, without the prior written, fully signed consent of Licensor: (a) conduct, disclose, publish, or publicly share the results of any benchmark tests, performance tests, vulnerability scans, or competitive analysis of the Software; or (b) access or use the Software for the purpose of developing, or assisting a third party in developing, a competing software product, service, or feature. Licensor's consent cannot be granted via e-mail under any circumstances. It must be done via a signed writing which is delivered to Licensee using a nationally recognized overnight courier. Any Licensor consent hereunder which is delivered via e-mail is null and void ab initio.

27. FORCE MAJEURE

27.1 Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Licensee to make payments hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control. Such acts include, but are not limited to: acts of God, natural disasters, epidemics, pandemics, cyber-attacks, global or regional internet outages, infrastructure or telecommunications failures (including downtime or unavailability of Lemon Squeezy or Stripe), government actions, strikes, acts of war (irrespective of whether or not war has been formally declared) or terrorism.

28. INTEGRATION

28.1 This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only pursuant to section 15.1 contained herein.

EXHIBIT A

AFFIRMATION THAT SOFTWARE HAS BEEN DESTROYED

I, _____, DO HEREBY WARRANT AND REPRESENT, UNDER PENALTY OF PERJURY, THE FOLLOWING ARE ALL TRUE AND ACCURATE:

(1) OUR PERPETUAL LICENSE TO THE SOFTWARE HAS BEEN TERMINATED BY THE LICENSOR, AND;

(2) ALL COPIES OF THE SOFTWARE HAVE BEEN DELETED AND UNINSTALLED FROM ALL COMPUTER SYSTEMS, SERVERS, HARD DRIVES, AND OTHER STORAGE MEDIA, WITHOUT EXCEPTION, AND;

(3) WE RETAIN NO BACKUP OR ARCHIVAL COPIES OF THE SOFTWARE ANYWHERE IN THE WORLD, AND;

(4) THE SIGNER OF THIS DOCUMENT SPECIFICALLY WARRANTS PERSONAL, FIRSTHAND KNOWLEDGE THAT THE STATEMENTS CONTAINED IN THIS EXHIBIT A ARE TRUE, AND, IF CALLED AS A WITNESS, WOULD TESTIFY COMPETENTLY THERETO.

I DECLARE UNDER PENALTY OF PERJURY THAT EVERYTHING I HAVE STATED IN THIS DOCUMENT IS TRUE AND CORRECT:

Print full name: _____

Signature: _____

Title: _____

Today's Date: _____