cieTrade Systems Inc.

Software License & Support Agreement

15 North Water Street
Norwalk CT 06854 USA
203.323.0074

Contract Date: October 2, 2024

Contract No. 5023b

Customer:

Company:	Lexington Fayette Urban County Government (LFUCG) Division of Waste Management
Contact:	Tracey Jackson
Address	675 Byrd Thurman Dr, Lexington, KY 40510
Phone	859 280-8584
Email	tmcelroy@lexingtonky.gov

Contract Terms:

User Licenses/Database	**3** concurrent user licenses and (1) production database included.
Software License Fees	**$ 6250. USD** per concurrent user license. Total license cost is **$ 18750.** This agreement is a commitment to purchase software licenses based on a one-time perpetual license fee. The number of licenses purchased cannot be reduced. First payment is due upon contract execution All Payments are Due Upon Receipt of Invoice.
Annual Support & Maintenance	Based on 22% of the value of the software licenses per annum. **$ 344. USD / month** for **3** user licenses. Billed and renewed annually. First year only, 9 months prepaid from October 1 2024 – June 30 2025, $3096 Annual Renewal starting July1 2025 $4128.00 Includes access to our "Help-Desk" from 9:00am – 7:00pm ET for support issues directly related to cieTrade or its integration with authorized accounting software, software updates, fixes, release notes, minor software modifications subject to the terms in section (4.2), and access to our online case management portal: cieTrade.freshdesk.com
Professional Services	Billed at the rate of $225. per hour on a fixed project basis. May to be used as needed for data conversion, custom reports, custom inquiries or other programming changes as required subject to Section 5.
Software Assurance	Included - Fully automated delivery of software updates and patches at each user desktop to support rapid turn-around of new features or fixes subject to the terms in section (3.2). Seamless migration to all future versions and supported technologies with no incremental fees or costs and without any impact on preexisting customizations provided for the benefit of the Customer when performed outside of the cieTrade software
Professional Services	Billed at the rate of $195. per hour on a fixed project basis. May be applied to create custom report data feeds, EDI development or other approved Programming requests subject to section (5)
On-Site Training Services	$ 1675 /Diem fixed, regardless of the number of personnel in attendance. On site support services may be used for: Installation, Training, and Business Consulting as needed. Excludes all travel and accommodation expenses, which are billed separately. (Not required)
Online (Web Training)	$ 1350 for 2 two (3 hour sessions) for a total of 6 hours.
Software Installation & Upgrades	Includes remote installation of database objects and desktop client installation procedures. Customer or their IT consultant is responsible for the installation of client software.
Data Conversion	Included. Limited to account, product, order data, accounts receivable and accounts payable if applicable. It is the customer's responsibility to provide the data to be loaded in cieTrade provided data templates. subject to an additional fee of $ 195. /Hr.
Additional User Licenses	$ 6250. USD per license plus $ 114.00 /Month support. Additional user license fees and support rate may be subject to change after 60 months.
Exclusions:	The following list of products and services are excluded from this Agreement: Web Site or Web Portal development and/or integration with third party or existing web sites or accounting systems, technology consulting, systems hardware, accounting software and any related support services including training or custom development for such software.

NAME Linda Gorton SIGNATURE Linda Gorton DATE 1/16/25

This Agreement ("Agreement") between cieTrade Systems Inc. ("CIE") and Lexington Fayette Urban County ("Customer") is subject to the following terms and conditions:

Definitions:

BACK-END ACCOUNTING SOFTWARE
Means the CIE-approved accounting software package to be used in conjunction with the Licensed Program.

LICENSE AND SUPPORT FEES
Means the aggregate fees being paid over 60 months according to the terms set forth or referred to in the Contract Terms.

LICENSED PROGRAM
Means the cieTrade System Software with all of the specifications, features, functionalities and modules, all documentation for such cieTrade System Software, and all derivative and ancillary application programs and related documentation that support such cieTrade System Software, including but not limited to eScale and cieWarehouse.

CONTRACT DATE
Means the date printed at the top left corner on page one of this Agreement.

CONTRACT TERMS
Means the Contract Terms as set forth on page one of this Agreement.

ACCOUNTING SOFTWARE VENDOR
Means the company or business that creates or manufactures the Back-end Accounting Software.

CONFIDENTIAL INFORMATION
Has the meaning given in Section 11 of this Agreement.

1. Grant Of License

CIE hereby grants Customer a non-exclusive, perpetual worldwide license to use in Customer's normal business operations one "installation" of the Licensed Program on Customer's computer network, subject to the terms and conditions of this Agreement. An "installation" is defined as including (a) one instance of the Licensed Program's database objects installed on each of Customer's applicable databases and related object code installed on each of Customer's servers that Customer identifies for installation of the Licensed Program and (b) one copy of the Licensed Program for each concurrent user up to the maximum number of licenses purchased by Customer. Installation shall occur as soon as practicable following execution of this Agreement and shall be accomplished by download from CIE's FTP site. Customer shall not use the Licensed Program in the operation of a service bureau or in any other manner which would result in the use of the Licensed Program for the processing of any transaction(s) to which Customer is not a party. The Licensed Program, any modifications made to the Licensed Program, and any derivative works thereof shall remain the exclusive property of CIE. Customer shall not copy, transfer, distribute, sublicense, publicly display, rent, lease, modify, adapt, reverse engineer, decompile, or disassemble the Licensed Program under any circumstances, except as may be specifically authorized by this Agreement or otherwise agreed to in writing by the parties. CIE reserves all rights not expressly granted herein.

1a. Sublicense

Customer shall have the right to permit its affiliates, subsidiaries and corporate parents, and all other entities that perform transactions to which Customer is a party ("Permitted sub licensees"), to access and use the Licensed Program subject to the availability of concurrent user licenses as specified in the Contract Terms, provided that with regard to each Permitted sub licensee, Customer shall: (a) obtain an agreement in writing (for the benefit of CIE) wherein such permitted sub licensee agrees to be bound by the provisions of this Agreement, to look solely to the Customer for all warranty, training, maintenance, support and relief for any injury or damage resulting from the use or inability to use the Licensed Programs; (b) defend and indemnify CIE at its expense any action brought against CIE by such Permitted Sublicensed based upon any claim relating to the Licensed Programs; and (c) pay any costs and damages awarded against CIE in any action and shall be entitled to control the defense of any such claim. Customer shall not have the right to sublicense, assign or transfer the Licensed Programs to third parties to which the Customer is not a party to the transactions performed by that entity consistent with the definition of a service bureau without the expressed written consent of CIE.

2. License Maintenance and Support Fees.

All license and support fee payments as specified in the Contract Terms shall be paid in United States Dollars. The initial license and/or support fee payment will be due and payable upon execution of this Agreement by Customer. All subsequent payments will be due and payable as of the first business day of each subsequent month. The monthly support fee will include, during the Term: (a) maintenance, which is defined as error or bug fixes of the Licensed Program; (b) Help Desk support via telephone and email for technical and business support cases; and (c) all software updates and release notes as made available by CIE. The fees for maintenance and support shall not cover support to address any damage or error caused by modification of the Licensed Program by Customer or any unauthorized third party.

3. Software Updates

(3.1) Customer will be entitled to receive software updates for the Licensed Program throughout the term provided that the Software License fees and the Software Maintenance and Support fees are paid by Customer in accordanc6e with Section 2 and as indicated in the Contract Terms. During the term, CIE shall make available for use by Customer all software updates for the Licensed Program that CIE makes available to any other user of the Licensed Program or of any other CIE product that is identical or substantially similar to the Licensed Program. Unless otherwise agreed in writing by the parties, CIE's contractual responsibility with regard to software updates will be limited to making available the necessary files to perform the update available for download from CIE's FTP site and to providing written instructions for proper installation during the term. CIE may elect, with Customer's express permission, to provide and install software updates on behalf of Customer.

(3.2) In order for CIE to perform remote software updates on behalf of Customer, Customer must comply with all of CIE's data communication and access requirements as specified in the cieTrade Technical Requirements Document, which Customer shall review and acknowledge prior to receiving the Installation. If Customer is unable to comply with the Technical Requirements, then it will be Customer's responsibility to successfully install any necessary software, hardware, modifications and updates. In no event will CIE assume any liability for damages arising from the incorrect installation of software updated directly by the Customer.

4. Software Support

(4.1) During the Term, Customer will be entitled to request reasonable support for technical, administrative, accounting, and usability issues that are directly related to cieTrade, the Licensed Program or any Back-End Accounting Software obtained through CIE, either by contacting the cieTrade Help desk via telephone between the hours of 9:00am and 6:00pm eastern time or by submitting an email message to support@cietrade.com. In the event that CIE determines that

an issue specifically pertaining to the Back-End Accounting Software cannot be resolved by CIE, CIE will promptly so notify the Customer and the Customer will be responsible for obtaining support for such issues directly from the Accounting Software vendor, with reasonable cooperation by CIE. While CIE will make its best effort to support the Back-End Accounting Software used by Customer, under no circumstances will CIE be responsible for providing technical support for, nor will CIE be liable for any claims related in any way to the use of, the Back-End Accounting Software. Notwithstanding anything to the contrary in Section 4, CIE shall provide and be liable to Customer for technical support, issue resolution, and any claims relating to or arising from the integration and interaction of the Licensed Program with the Back-End Accounting Software. If Customer requests support to address an error, Customer shall have documented and attempted to duplicate the error prior to contacting CIE for support for resolution of such error.

(4.2) Under the terms of Software Support, CIE may elect to provide the Customer with programming changes or other modifications to the software at no additional cost to the Customer. However, in all cases and without exception nor limitation of any kind, CIE will maintain an exclusive right to determine whether such requests will be acted upon, when they will be delivered, and in what manner they will be implemented. Otherwise, all such requests will be provided under Professional Services (section 5) for an additional fee.

5. Professional Services.

CIE may provide the customer with Professional Services as set forth in the Contract Terms, including custom programming changes to the Licensed Program. CIE will retain exclusive discretion and authority over all aspects of requests for Professional Services including commitment and scheduling. All Professional Services fees will be charged for at the rate of 225 /hour for services provided in excess of any time specified in the Contract Terms. CIE shall perform all Professional Services for Customer in a professional and workmanlike manner that (i) is consistent with industry best practices and standards, (ii) complies with all applicable laws and regulations, (iii) meets all specifications and standards for the services, if any, agreed upon by the parties in writing (if applicable), and (iv) consistent with Customer's applicable policies and practices that Customer provides in writing to CIE before the performance of the services.

6. Termination

(6.1) This Agreement shall terminate immediately if (a) Customer fails to comply with any term or condition of this Agreement and such failure continues for a period in excess of fifteen (15) days after receipt of CIE's written notice advising Customer of the failure to comply; or (b) Customer notifies CIE in writing that this Agreement is terminated.

(6.2) Customer shall have the right to terminate this Agreement at any time with or without cause. If Customer terminates this Agreement after the total Software License Fees are paid in-full, Customer will be entitled to continue authorized use of the Licensed Program without restriction. However, upon termination, CIE shall have no further obligation to provide any assistance or support to the Customer under any circumstances.

(6.3) If this Agreement is terminated for any reason and the total Software License Fees for the Licensed Program have not been paid in-full, then Customer can either pay the outstanding balance of the total Software License Fees to continue using the Licensed Program, or Customer shall immediately discontinue the use of the Licensed Program, remove all copies of the Licensed Program from any computer, database or workstation upon which it had been installed and immediately return all copies it has of the Licensed Program to CIE. No termination by Customer shall be effective unless and until the total License Fees have been paid in-full or Customer has complied fully with its obligations under this Section 6.3.

(6.4) Provided Customer is in compliance with the obligations of Section 6.3, above, Customer shall have no obligation to continue paying monthly license fee or monthly support fees after the effective date of the termination of this Agreement. Notwithstanding the foregoing, Customer shall be responsible for all fees incurred prior to termination.

7. Cancellation and Renewal of Maintenance and Support

(7.1) Customer shall have the right to continue Software Maintenance and Support at the end of the Term at the prevailing rate as stated in this agreement for a period of up to 24 months. After that time, CIE will reserve the right to alter the cost for ongoing software maintenance and support at a rate of by no more than 10% per year.

(7.2) In the event that Customer cancels Maintenance and Support, fails to renew Maintenance and Support or fails to pay Maintenance and Support fees within 45 days after they are due, CIE will have the right to charge the Customer a $7,500.00 reinstatement fee to reestablish Software Maintenance and Support.

8. LIMITED WARRANTY

CIE WARRANTS THAT THE LICENSED PROGRAM WILL OPERATE AS SPECIFIED, WITHOUT ERROR, AND WILL PROVIDE THE FEATURES, FUNCTIONALITIES AND RESULTS, AND MEET THE PERFORMANCE STANDARDS AND OTHER SPECIFICATIONS, FOR THE LICENSED PROGRAM THAT ARE SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTATION APPENDED TO THIS AGREEMENT. CIE WARRANTS THAT THE LICENSED PROGRAM AND ALL UPDATES TO IT WILL, AS AND WHEN PROVIDED TO CUSTOMER, BE FREE OF VIRUSES AND MALICIOUS OR HARMFUL SOFTWARE CODE, AND WILL NOT CONTAIN OR REQUIRE FOR PROPER OPERATION ANY OPEN-SOURCE CODE THE EXISTENCE OF WHICH CIE HAS NOT PREVIOUSLY DISCLOSED IN WRITING TO CUSTOMER.

CUSTOMER'S EXCLUSIVE REMEDY FOR THE BREACH OF WARRANTY SHALL BE LIMITED TO THE CORRECTION OF THE ERROR OR OTHER WARRANTY FAILURE BY CIE OR THE TERMINATION OF THE AGREEMENT AS PROVIDED FOR IN SECTION 6. THE CHOICE OF REMEDIES SHALL BE MADE AT THE OPTION OF CUSTOMER. EXCEPT FOR THE FOREGOING WARRANTY, CIE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY PROVIDED HEREIN SHALL IMMEDIATELY TERMINATE UPON ANY MODIFICATION MADE TO THE LICENSED PROGRAM OR ITS DATABASE STRUCTURE BY ANY PERSON OR ENTITY OTHER THAN CIE. EXCEPT TO THE EXTENT THE DOCUMENTATION FOR THE LICENSED PROGRAM CONTEMPLATES OR SPECIFIES ANY HARDWARE OR OPERATING SYSTEMS, CIE MAKES NO WARRANTY THAT THE HARDWARE OR ITS OPERATING SYSTEMS SELECTED BY CUSTOMER ARE ADEQUATE TO ALLOW THE LICENSED PROGRAM TO OPERATE EFFICIENTLY.

9. LIMITED LIABILITY

CIE'S TOTAL LIABILITY TO CUSTOMER, INCLUDING LIABILITY FOR ANY BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION, SHALL BE LIMITED AND SHALL NOT EXCEED THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL CIE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF CIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CIE shall be responsible for any personal injury or property damage caused by its employees willful or negligent conduct while on LFUCG property.

10. General

(10.1) No modifications of this Agreement shall be valid or binding on either party unless acknowledged in writing and signed by a duly authorized officer of each party.

(10.2) Both parties understand and agree that violation of any provision of this Agreement may cause damage to the other party in an amount which is impossible or extremely difficult to ascertain. Accordingly, without limitation to any other remedy available at law, the injured party shall be entitled to seek injunctive relief restraining the other party from continuing to violate the terms and provisions of this Agreement.

(10.3) Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than Customer's obligation to remit payment hereunder) if such delay or failure arises from any cause beyond the reasonable control of such party, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, shortages of materials, utility or communication failures, earthquakes, casualty, war, riots, actions, restrictions, regulations or orders of any government, agency or subdivision thereof. Notwithstanding anything to the contrary in this Agreement, Customer shall not be obligated to continue to make payments to CIE under this Agreement (excluding any outstanding balances) during any period in which CIE fails to perform its obligations under this Agreement for reasons contemplated in this Section 10.3 and such failure continues for more than five (5) consecutive business days following notice of such failure to CIE by Customer.

(10.4) Each of the parties acknowledges and agrees that (a) it has read all the terms of this Agreement, (b) it is authorized to enter into this Agreement, (c) it will be bound by the terms and conditions of this Agreement, and (d) this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all prior communications and agreements between the parties relating to the subject matter of this Agreement. If any provision of this Agreement shall be deemed invalid and/or inoperative, under any applicable state or rule of law, it is to that extent to be deemed modified so as to provide the most similar enforceable economic effect and shall have no effect as to any other provision contained in this Agreement.

(10.5) Customer agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of CIE either directly or through any third party or entity, for a period of two (2) years subsequent to an employee's last day of work for CIE, regardless of the circumstances surrounding employee's cause of termination of employment.

(10.6) Upon termination of this Agreement, CIE shall have the right to remove any CIE provided diagnostic software.

(10.7) Except as otherwise contemplated in this Agreement, there are no third-party beneficiaries to this Agreement and this Agreement is for the sole and exclusive benefit of CIE and Customer and shall not be deemed to be for the direct or indirect benefit of the clients or customers of Customer or CIE or any entities associated in any way with Customer or CIE.

(10.8) CIE shall be entitled to perform all system diagnostics and error corrections from CIE's offices, to the extent possible.

(10.9) The provisions of Sections 6, 8, 9, 10, 11, 12 shall survive termination of this Agreement or any portion thereof.

(10.10) This Agreement shall be construed and enforced under Connecticut law without giving effect to its choice of law rules. Any claim or dispute arising out of this Agreement (including, without limitation, claims sounding in tort) shall also be governed by Connecticut law and shall be brought exclusively in the state or federal courts of Connecticut. The parties hereby: (a) waive all right to trial by jury; (b) consent to the jurisdiction of the state and federal courts of Connecticut; and (c) consent that any process or notice or other application to the court or a judge thereof may be served within or without the State of Connecticut by registered or certified mail, or by personal service, provided a reasonable time for appearance is allowed.

(10.11) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.

(10.12) All notices or other communications given under this Agreement shall be in writing, sent to the address or facsimile hereinbefore set forth as principal place of business or such other addresses as CIE or Customer may designate in writing. Any notice to either party under this Agreement shall be deemed to have been provided upon actual delivery, if delivery is by hand, or, if by facsimile, upon receipt by the transmitting party of confirmation of receipt of the facsimile, or three days after delivery to a large, well-known, international express delivery service, or six days after delivery into a national mail system if such delivery is by postage paid registered mail or certified return receipt requested.

11. Confidential Information

Subject to the Kentucky Open Records Act, "Confidential Information" refers in this Agreement to any item of information, whether technical, commercial or of any other nature, including but not limited to the identity of the other party, or that party's customers, and the existence and content of this Agreement as well as any information regarding negotiations or arbitration or mediation proceedings related to this Agreement, regardless whether such information has been documented or whether it has been communicated in writing or orally. "Confidential Information" excludes information which the party can prove that it had possessed before receiving it from the other party, that it received or will receive from a third party without a duty of secrecy to such party or that it is obliged to by a court or regulatory order or subpoena to disclose.

Each party agrees that, until such time as Confidential Information has become generally known by means other than by a party's violation of the provisions of this Agreement, it will not reveal to third parties Confidential Information that it obtains from the other party (or affiliates of the other party) or that arises during performance of this Agreement.

Each party agrees to ensure that its employees, consultants, advisors and board members will not disclose Confidential Information of the other party to third parties. Each party is thus under a duty to ensure that employees who can be expected to come into contact with Confidential Information

are required to keep such information secret to the same extent that this Agreement requires the party itself to do so.

Each party undertakes to adhere to the other party's instructions regarding handling of Confidential Information of the other party. With respect to all Confidential Information of the other party (or its affiliates) that is in a party's possession, custody or control, each party shall (a) use commercially reasonable precautions to prevent unauthorized persons from gaining access to such Confidential Information and (b) make arrangement for the proper and secure storage of such Confidential Information.

CIE shall not disclose to any third party Confidential Information concerning Customer's (or Customer's affiliates') business, including their customers, trade secrets, methods or processes provided to CIE in written, oral, electronic or other form, without the prior written consent of Customer. Excluded from the foregoing confidentiality obligation is information which:

i. Is coded into the Licensed Program;

ii. At the time of the disclosure is part of the public domain other than through a breach of this Agreement;

iii. At the time of disclosure to CIE, is already known to CIE;

iv. Subsequent to the time of disclosure to CIE, becomes part of the public domain through no fault of CIE; or

v. Is independently developed by CIE without a breach of this Agreement.

The Licensed Program and all related information received by Customer from CIE, whether written or oral, have been developed by CIE at great expenditures of time, resources and money. Therefore, Customer shall use the highest degree of care to preserve and safeguard the confidentiality of the Licensed Program and all related information received from CIE. Except as otherwise authorized in this Agreement, the Licensed Program shall not be duplicated and/or disclosed to others, in whole or in part, without CIE's prior written consent.

The Licensed Program, its logos, product names and other support materials, may be patented, copyrighted, trademarked and are in all respects proprietary to CIE. Customer shall not remove any notices or product identification from any materials, including any software and code, provided by CIE. A copyright notice does not constitute or evidence a publication or public disclosure.

Upon termination or expiration of this Agreement, each party shall return or destroy all Confidential Information and any copies thereof provided by the other party during the term of this Agreement.

12. Infringement of Rights and Third Parties

CIE hereby warrants that the Licensed Program and any subsequent change, amendment, improvement or modification can be freely used by Customer and that they are not encumbered by and do not infringe to any extent upon any right held by any third party. CIE shall defend, indemnify and hold harmless Customer against any infringement of any patent, copyright or other intellectual property right of any third party that arises directly from or is caused directly by the Licensed Program or directly by Customer's use of the Licensed Program as authorized in this Agreement.

In the event of a claim of infringement, CIE shall at its own expense take over resolution of the dispute and may, at CIE's discretion, engage in legal proceedings on behalf of itself and Customer. CIE shall be entitled to control the defence of any such claim, including without limitation (a) the selection of counsel (b) the defense strategy, and (c) settlement. Customer shall cooperate and assist CIE (at CIE's expense) in the defense of such claim.
Customer shall notify CIE immediately in writing upon receiving notice that such any infringement or other claim has been threatened or instituted (whichever is first to occur).

Customer's sole remedy against CIE for violations of this Section 12 shall be: (i) for CIE at its own expense to ensure Customer the right to continue use of the Licensed Program; (ii) for CIE to substitute any disputed portion of the Licensed Program with a program or code that performs or produces results corresponding to contracted specifications; or (iii) if CIE cannot perform under the forgoing subsections (i) or (ii), to rescind this Agreement, subject to the following.

Customer shall be entitled to rescind this Agreement if CIE does not resolve an intellectual property law dispute within thirty (30) days after CIE has received notice from Customer or from a third party of a claimed infringement Upon such rescission, Customer shall be entitled to a full refund from CIE of all amounts paid by Customer to CIE under this Agreement up to the date of such rescission.

13. Travel and Accommodation

Customer shall promptly reimburse CIE at cost for only those travel and travel-related expenses, including air and ground transportation, hotel accommodations, and meals, related to on-site training or consulting at any Customer location, provided that CIE obtains Customer's prior written approval before incurring any such expenses.

14. Source Code Maintenance

In the event that: a) CIE ceases to do business and no successor agrees to assume CIE's obligations to Customer, or b) Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or similar proceedings are instituted by or against CIE or all or any substantial part of its property under any federal or state law, and, in the event of a bankruptcy proceeding, CIE does not remain the debtor in possession or the trustee of the bankruptcy estate, then CIE shall cooperate with Customer and will release to the Customer the source code for the Licensed Programs and any other related applications to the extent allowable by law. CIE will also provide the Customer with reasonable assistance to recompile any such released source code.

In the event that the source code is released to the Customer solely pursuant to this Section 14, CIE shall grant to Customer a paid-in-full, non-exclusive, non-transferable license to copy and use the source code solely for the purpose of maintaining the then-current functionality of the Licensed Program. Customer's license to the source code shall otherwise in all respects be governed by the terms of this Agreement, and such license shall terminate when Customer's right to use the Licensed Program terminates. Without limiting the foregoing, CIE shall at all times own all rights, title and interest in the source code, which shall be confidential information of CIE protected under Section 11 of this Agreement.