MASTER SERVICES AGREEMENT

EFFECTIVE AS OF: 09-16-2024

THIS MASTER SERVICES AGREEMENT (THE "**AGREEMENT**") GOVERNS YOUR USE OF THE RESPARK SOLUTION (AS DEFINED BELOW). BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR OTHERWISE INDICATING YOUR ACCEPTANCE, (1) YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY, OR IF YOU HAVE NAMED A COMPANY OR OTHER ENTITY AS THE CUSTOMER, ON BEHALF OF THAT COMPANY OR ENTITY, AND TO BIND THE COMPANY OR ENTITY YOU HAVE IDENTIFIED TO THE TERMS OF THIS AGREEMENT. YOU WILL BE REFERRED TO AS "YOU" OR "CUSTOMER" IN THIS AGREEMENT. RESPARK SOFTWARE, INC. WILL BE IDENTIFIED AS "WE" OR "RESPARK" IN THIS AGREEMENT. EACH OF RESPARK AND CUSTOMER ARE A "PARTY" AND COLLECTIVELY, THE "PARTIES."

1. DEFINITIONS.

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the ReSpark Solution.

1.2 "**Applicable Data Protection Laws**" means any applicable US state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing or transfer of Personal Data.

1.3 "**Authorized User**" means each of Customer's employees, agents, and independent contractors who are authorized to access the ReSpark Solution pursuant to Customer's rights under this Agreement.

1.4 "**ReSpark Solution**" means ReSpark's proprietary software-as-a-service platform and related features and functionality that are further described in an Order Form and made available as a ReSpark-hosted solution.

1.5 "**Customer Content**" means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services.

1.6 "**Documentation**" means the technical materials provided by ReSpark to Customer in hard copy or electronic form describing the use and operation of the ReSpark Solution.

1.7 "**Effective Date**" means the date that Customer accepts the Agreement.

1.8 "**Error**" means a reproducible failure of the ReSpark Solution to substantially conform to the Documentation.

1.9 "**Error Corrections**" means bug fixes or workarounds intended to correct Errors in the ReSpark Solution.

1.10 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.11 "**Licensed Material**" means results, reports, materials and documentation made available to Customer as part of the Services.

1.12 "**Order Form**" means an order form that is signed by both parties and references this Agreement.

1.13 "**Personal Data**" means any Customer Content, whether in electronic or paper-based form that constitutes "personal data," "personal information," or "personally identifiable information" or similar information governed by Applicable Data Protection Laws. For clarity, Personal Data does not include information pertaining to Customer's business contacts and/or representatives who are Customer personnel where ReSpark has determined what information to collect and for what purposes.

1.14 "**Processing**" (including "Process", "Processes", "Processed", and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

1.15 "**Professional Services**" means professional services provided by ReSpark to Customer as described in any Order Form (and as may be further elaborated in any statement of work), including services relating to the ReSpark Solution and support, implementation, training, and onboarding thereof.

1.16 "**Services**" means any services provided by ReSpark to Customer under this Agreement as set forth in an Order Form, including, but not limited to, provision of the ReSpark Solution and Professional Services.

1.17 "**Supported Environment**" means the minimum hardware, software, and connectivity configuration specified from time to time by ReSpark as required for use of the ReSpark Solution. The current requirements are described in the Documentation.

2. PROVISION OF SERVICES.

2.1 Access. Subject to Customer's payment of the fees set forth in the Order Form ("**Fees**"), ReSpark will provide Customer with access to the ReSpark Solution. On or as soon as reasonably practicable after the Effective Date ReSpark will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the ReSpark Solution in accordance with the Access Protocols. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the ReSpark Solution, and notify ReSpark promptly of any such unauthorized use known to

Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, ReSpark will exercise commercially reasonable efforts to (a) provide support for the use of the ReSpark Solution to Customer, and (b) keep the ReSpark Solution operational and available to Customer, in each case in accordance with its then-current standard policies and procedures.

2.3 Hosting. ReSpark will, at its own expense, provide for the hosting of the ReSpark Solution, provided that nothing herein will be construed to require ReSpark to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the ReSpark Solution from the Internet.

3. INTELLECTUAL PROPERTY.

3.1 License Grant. Subject to the terms and conditions of this Agreement, ReSpark grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the ReSpark Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the ReSpark Solution. Customer may permit any Authorized Users to access and use the features and functions of the ReSpark Solution as contemplated by this Agreement.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the ReSpark Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the ReSpark Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the ReSpark Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the ReSpark Solution, except as permitted by law; (e) interfere in any manner with the operation of the ReSpark Solution or the hardware and network used to operate the ReSpark Solution; (f) modify, copy or make derivative works based on any part of the ReSpark Solution or Documentation; (g) access or use the ReSpark Solution to build a similar or competitive product or service; (h) attempt to access the ReSpark Solution through any unapproved interface; or (i) otherwise use the ReSpark Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 (License Grant) or in a manner inconsistent with applicable law (including, without limitation, Applicable Data Protection Laws, the Documentation, or this Agreement). Customer acknowledges and agrees that the ReSpark Solution will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of ReSpark or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. The ReSpark Solution, Licensed Materials and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of ReSpark and its suppliers. All rights in and to the ReSpark Solution and Documentation not expressly granted to Customer in this Agreement are reserved by ReSpark and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the

ReSpark Solution, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, ReSpark grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the ReSpark Solution and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Ownership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, ReSpark makes such Open Source Software, and ReSpark's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to ReSpark a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. ReSpark will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by ReSpark under this Agreement, Customer will pay to ReSpark the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the beginning of the month due and payable within thirty (30) days of the date of the invoice. ReSpark reserves the right to increase the Fees payable hereunder upon written notice to Customer at least thirty (30) days prior to the end of the then-current term. ReSpark will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided ReSpark has furnished such documentation for authorized expenses as Customer may reasonably request. ReSpark reserves the right (in addition to any other rights or remedies ReSpark may have) to discontinue the ReSpark Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times.

4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on ReSpark's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the ReSpark Solution to Customer. Customer will make all payments of Fees to ReSpark free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to ReSpark will be Customer's sole responsibility, and Customer will provide ReSpark with official receipts issued by the appropriate taxing authority, or such other evidence as the ReSpark may reasonably request, to

establish that such taxes have been paid.

4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for ReSpark to collect, access, use, and otherwise Process the Customer Content to provide the Services. Without limiting the foregoing, Customer will be solely responsible for providing all notices to, and obtaining from, third parties, including, without limitations its customers, all necessary rights and consents for ReSpark to use the Customer Content for the purposes set forth in this Agreement (including, without limitation, all notices and consents required under Applicable Data Protection Laws). Customer grants ReSpark a non-exclusive, worldwide, royalty-free and fully paid license during the Term (a) to use the Customer Content as necessary for purposes of providing and improving the Services, (b) to use the Customer trademarks, service marks, and logos as required to provide the Services, and (c) derive aggregated, de-identified and/or anonymized data from Customer Content ("**Derived Data**"). ReSpark will be the sole owner of all such Derived Data and will have the right to use such Derived Data for any lawful business purpose. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to ReSpark in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage ReSpark's system or data; and (e) otherwise violate the rights of a third party. ReSpark is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the ReSpark Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.2 (Customer Warranty) constitutes unauthorized and improper use of the ReSpark Solution.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order the access the ReSpark Solution. Customer will have the ability to export its own Customer Content out of the ReSpark Solution and is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6. PROFESSIONAL SERVICES.

Where the parties have agreed to ReSpark's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed statement of work ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance

of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. DATA SECURITY; PRIVACY.

7.1 Data Security. During the Term, ReSpark will maintain commercially reasonable safeguards and procedures designed to prevent the unauthorized use or disclosure of Personal Data ("**Data Safeguards**"). During the Term, ReSpark will maintain commercially reasonable physical, administrative and technical security measures designed to maintain the availability, integrity and confidentiality of Personal Data.

7.2 Privacy. Without limiting Customer's obligations under Sections 2 (Provision of Services), 3 (Intellectual Property), and 8.1 (Limited Warranty), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the Processing of Personal Data. With respect to Personal Data, ReSpark will not sell, retain, use or disclose Personal Data for any purposes other than as required under this Agreement except as otherwise required by law.

7.3 Additional Agreements. To the extent that ReSpark or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. WARRANTIES AND DISCLAIMERS.

8.1 Limited Warranty. ReSpark represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies ReSpark in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, ReSpark will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at ReSpark's option, refund the fees paid by Customer for the Services which gave rise to the breach. ReSpark further warrants to Customer that the ReSpark Solution will operate free from Errors during the Term, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (a) any use of the ReSpark Solution not in accordance with this Agreement or as specified in the Documentation; (b) any use of the ReSpark Solution in combination with other products, equipment, software or data not supplied by ReSpark; or (c) any modification of the ReSpark Solution by any person other than ReSpark or its authorized agents. Provided that Customer notifies ReSpark in writing of any breach of the foregoing warranty during the Term, ReSpark will, as Customer's sole and exclusive remedy, provide the support described in Section 2.2 (Support Services).

8.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 (LIMITED WARRANTY) IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (WARRANTIES AND DISCLAIMERS), AND TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL, HARDWARE AND DOCUMENTATION ARE PROVIDED "AS IS," AND RESPARK MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RESPARK DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE RESPARK SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE AND LIABLE FOR THE SAFETY AND SECURITY OF ITS PREMISES, AND, EXCEPT FOR CLAIMS ARISING FROM RESPARK'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, RESPARK EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL PERSONAL INJURY, ACCIDENTS OR PROPERTY LOSS ARISING FROM CUSTOMER'S USE OF ANY HARDWARE OR EQUIPMENT, WHETHER OR NOT USED IN CONJUNCTION WITH THE SERVICES.

9. LIMITATION OF LIABILITY.

9.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO RESPARK DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL RESPARK'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH CONDUCT.

9.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY.

10.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that is

identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "**Receiving Party**") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of ReSpark.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to ReSpark). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in Section 10.2 (Protection of Confidential Information) will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION.

11.1 By ReSpark. ReSpark will defend at its expense any suit brought against Customer, and will pay any settlement ReSpark makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the ReSpark Solution infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the ReSpark Solution becomes, or in ReSpark's opinion is likely to become, the subject of a claim of infringement, ReSpark may, at ReSpark's option: (a) procure for Customer the right to continue using the ReSpark Solution; (b) replace the ReSpark Solution with non-infringing software or services which do not materially impair the functionality of the ReSpark Solution; (c) modify the ReSpark Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the ReSpark Solution and Documentation. Notwithstanding the foregoing, ReSpark will have

no obligation under this section or otherwise with respect to any infringement claim based upon (i) any use of the ReSpark Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the ReSpark Solution in combination with other products, equipment, software or data not supplied by ReSpark; or (iii) any modification of the ReSpark Solution by any person other than ReSpark or its authorized agents (collectively, "**Exclusions**" and each, an "**Exclusion**"). This section states the sole and exclusive remedy of Customer and the entire liability of ReSpark, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

11.2 By Customer. Customer will defend at its expense any suit brought against ReSpark, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, (b) Customer's breach or alleged breach of Sections 5.2 (Customer Warranty) or 13.6 (Compliance with Law); or (c) claims for bodily injury or damage to physical property, to the extent (i) alleged to be caused by Customer's or any other party's use of the ReSpark Solution; or (ii) caused by the acts or omissions of Customer, its employees, officers or agents. This section states the sole and exclusive remedy of ReSpark and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION.

12.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for one (1) year, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term.

12.2 Termination for Convenience. ReSpark may terminate this Agreement for convenience on one hundred and twenty (120) days' prior written notice to Customer.

12.3 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

12.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to ReSpark under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open Source Software), 4 (Fees and

Expenses; Payments), 8.2 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.3 (Termination for Breach), 12.4 (Effect of Termination), and 13 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

12.5 Data Extraction. For twenty (20) days after the end of the Term, as applicable, ReSpark will make Customer Content available to Customer through the ReSpark Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless ReSpark is instructed by Customer to delete such data before that period expires. After such period, ReSpark will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

13. MISCELLANEOUS.

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New Castle County, Delaware for any lawsuit filed there against Customer by ReSpark arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from ReSpark, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.6 Compliance with Law. Customer will always comply with all foreign and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.8 Independent Contractors. Customer's relationship to ReSpark is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of ReSpark.

13.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to ReSpark, by emailing info@resparksoftware.com and if to Customer by emailing the e-mail address provided to ReSpark, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at their physical address, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the ReSpark.