

SEEDSPARK LLC

MASTER SERVICES AGREEMENT

VERSION DATE: AUGUST 13, 2026

This Master Services Agreement governs all Services (as defined herein) performed by SeedSpark LLC dba SparkNav, a North Carolina Limited Liability Company located at 7621 Little Avenue, Suite 300, Charlotte, NC 28226 (“**SeedSpark**”), for any customer or client identified in a Services Agreement (“**Client**”). SeedSpark and Client may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

1. **PURPOSE OF AGREEMENT.** This Agreement sets forth the general contractual terms and conditions for all information technology services which SeedSpark will provide to Client. The specific information technology services that SeedSpark will provide, applicable pricing and payment terms, service level agreement, if any, and other transaction-specific provisions of the Services (as defined below) will be agreed upon and each such Service will be specifically identified and described in a Services Agreement (“**Services Agreement**”) executed by the Parties which will be deemed to incorporate this Agreement by reference. Each Services Agreement will be a separate agreement between SeedSpark and Client. SeedSpark contemplates that Client may contract for additional Services from time to time, and in each such case, a new Services Agreement will be executed, specifically identifying and describing such additional Services and referencing this Agreement. Equipment sales and/or leases shall be covered in a written agreement separate from this Agreement. Products (as defined herein) and Services not referenced by a Services Agreement or written equipment agreement shall be identified in quotes (“**Quote(s)**”). Quotes are incorporated herein by reference as if fully set forth within the Agreement. Quotes are expressly made part of the terms of the Agreement.

2. **DEFINITIONS.** The following capitalized terms used in this Agreement shall have the meanings specified in this Section 2. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Services Agreement.

2.1. “**Account Custodian**” means the individual(s) designated by Client to be responsible for the role of point of contact (POC) who will have authority to approve/deny Quotes, add/remove Services for Client, and will have the authority to act and make decisions in all aspects of the Services, including Change Orders, on behalf of Client. **Client** shall make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by **SeedSpark**. Client may change its designated contact person by providing written notice to SeedSpark.

2.2. “**Affiliate**” of a Party means: (a) any entity that such Party controls; (b) any entity that controls such Party; or (c) any entity under common control with such Party. To “control,” for purposes of this definition, means owning or otherwise controlling more than 50% of the voting interests of an entity.

2.3. “**Agreement**” means this Master Services Agreement and all Service Agreements, schedules, attachments attached hereto or otherwise made a part of this Agreement.

2.4. “**AI Errors**” means that AI Tools may produce inaccurate, incomplete, biased, or otherwise erroneous outputs.

2.5. “**AI Tools**” means any Artificial Intelligence (“AI”) technologies, platforms, tools, or services (collectively, “AI Tools”) used by, recommended to, or deployed within Client’s environment. AI Tools are governed by this Master Services Agreement and Addendum C, “**Terms Specific to Artificial Intelligence**” attached hereto and incorporated herein by reference.

2.6. “**AI Vendors**” means that third-party vendors that use AI Tools may collect, process, transmit, store, or train on data — including Client data — in accordance with those vendors’ own terms, privacy policies, and data use practices. This may include exposure of confidential, proprietary, or regulated data to AI Vendor systems, personnel, or sub-processors.

2.7. “**Authorized User**” means an employee or contractor of Client who is authorized by Client to access and use the Services, and who has been issued a Service account by Client that is associated to a unique email address with a domain name owned or controlled by Client.

2.8. “**Change Order**” means a project change request signed by both Parties authorizing a change in the scope of the Services.

2.9. “**Client Components**” means the hardware, software, other products, and other Content, including without limitation, those specified in a Services Agreement as being provided by Client.

2.10. “**Client Data**” means all data, content, and information about Client’s business(es), customers, employees, operations, facilities, products, markets, assets or finances that SeedSpark obtains, creates, generates, collects, or processes in connection with its performance of Services and is stored in any Client device or on the Client Network and includes data submitted by Authorized Users into the Service and the Client-specific output that is generated by Authorized Users’ use of the Service.

2.11. “**Client Technology**” means Client’s proprietary technology and processes, including Client’s internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, inventions, trade secrets, and any related Intellectual Property Rights (whether owned by Client or licensed to Client by a third party) and also including any derivative works, improvements, enhancements, or extensions of the foregoing conceived, invented, reduced to practice, expressed in a tangible medium, or developed by Client without input from SeedSpark during or prior to the Term that are uniquely applicable to Client and do not have general applicability in the art.

2.12. “**Client Registration Form(s)**” means a collective reference to the separate documents that contain the name and contact information (e.g., e-mail, and telephone numbers) for each of the Authorized User authorized by Client to be licensed for Products or Services, as delivered by Client to SeedSpark and revised or amended in writing from time to time by Client.

2.13. “**Content**” means information, software, Client Data, and other data, including without limitation, HTML files, scripts, programs, recordings,

sound, music, graphics, and images that Client or any of its Authorized Users create, install, upload, or transfer in or through a Client device or Client's network.

2.14. **"Data Center(s)"** means the facilities used by SeedSpark to provide the Hosted Services to Client.

2.15. **"Disclosure"** means the release, publication, or dissemination of Confidential Information by a Party and excludes the release, publication, or dissemination of Confidential Information by a third party.

2.16. **"Documentation"** means the user manuals, specifications, and policies, as may be updated from time to time, that describe the functionality, features, operation, or use of the Service and that are made available by SeedSpark to Client.

2.17. **"Hosting Services"** means the services delivered by SeedSpark under this agreement consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a Statement of Work. Hosting Services are governed by this Master Services Agreement and Addendum B, "Terms Specific to Hosting Services" attached hereto and incorporated herein by reference.

2.18. **"Intellectual Property Rights"** mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing throughout the universe:

(a) Rights associated with works of authorship, including without limitation copyrights, moral rights, and mask-works;

(b) Trademark and trade name rights and similar rights;

(c) Trade secret rights;

(d) Patents, design rights, and other industrial property rights;

(e) All other intellectual and industrial property rights of every kind and nature and however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise;

(f) All registrations and applications (whether for patent, copyright or similar right), including all continuations, continuations-in-part, and divisions thereof;

(g) All renewals, extensions, reissues, and re-examinations of such patents now or hereafter in force; and (h) All rights in any of the foregoing.

2.11. **"Non-Recurring Charges" or "NRC"** means, unless otherwise specified in a Services Agreement, fees for installation and setup of services.

2.12. **"Notice of Service Commencement"** means the written notice provided by SeedSpark to Client which sets forth each Service to be provided pursuant to a Services Agreement and the date each such Service commenced.

2.13. **"Order"** means a mutually executed order form, statement of work, or other ordering document which details the Services to be purchased, the associated pricing, and any applicable commercial terms for Client to purchase Services from SeedSpark.

2.14. **"Products"** means any order for software, hardware, or Resold Services ("Products") made by Client pursuant to a quotation issued by SeedSpark ("Quotation"). Orders for Products are governed by this Master

Services Agreement and Addendum A, "Terms Specific to Product Sales Only" attached hereto and incorporated herein by reference.

2.15. **"Professional Services"** means any professional services related to Client's use of the Service, such as consulting, implementation, or training services, provided by SeedSpark to Client as expressly identified in the Order.

2.16. **"Representative"** means the individuals authorized by Client to enter the cloud platform including, without limitation, any employees, contractors, or agents of Client.

2.17. **"Required Consents"** means any consents, licenses, or approvals required to give SeedSpark, or any person or entity acting for SeedSpark under this Agreement, the right or license to access, use, and/or modify in electronic form and in other forms, including without limitation, derivative works, the Client Components and Content.

2.18. **"Rules and Regulations"** means SeedSpark's written rules and regulations, as revised or amended from time to time by SeedSpark (see Exhibit A attached to this Agreement for general rules and Services Agreement documents for rules and regulations specific to a service offering).

2.19. **"Section"** means a numbered paragraph section of this Agreement.

2.20. **"SeedSpark Technology"** means SeedSpark's proprietary technology and processes, including without limitation the Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, inventions, trade secrets, and any related Intellectual Property Rights (whether owned by SeedSpark or licensed to SeedSpark from a third party) and also including any derivative works, improvements, enhancements or extensions of the foregoing conceived, invented, reduced to practice, expressed in a tangible medium, or developed by SeedSpark during or prior to the Term.

2.21. **"Service"** means SeedSpark's service offerings identified in the Order. References to the "Service" in this Agreement include the Documentation.

2.22. **"Service(s)"** means the information technology services provided to Client by SeedSpark as described in each Services Agreement executed by Client and SeedSpark, as amended from time to time; and incorporated herein by reference. Services may include Hosting Services where included in a Services Agreement and does not include Third Party Services.

2.23. **"Service Commencement Date"** means the date SeedSpark begins providing Services to Client, as indicated in the applicable Notice of Service Commencement delivered by SeedSpark to Client.

2.24. **"Service Outage"** is defined in the applicable Services Agreement.

2.25. **"Services Agreement"** means a separate written services agreement between Client and SeedSpark that provides a description of each Service to be provided by SeedSpark to Client. A Services Agreement may contain additional information and provisions related to the Services and shall reference this Agreement. All Services Agreement(s) executed by Client and SeedSpark from time to time are incorporated herein by reference and all Services provided pursuant to all Services Agreement(s) are subject to the terms and conditions of this Agreement. To the extent any

terms herein apply solely to a Service not specified in a Services Agreement, such terms shall not apply to Client. A Services Agreement shall apply only to those Services specified therein and shall be deemed to have no relation to Services provided pursuant to any other Services Agreement executed between the Parties.

2.26. **“Term”** means the Initial Term plus all Renewal Terms as defined in Section 4 (“Term”).

2.27. **“Third Party Products”** means any applications, products, services, or content that interoperate with the Service and that are provided by a third party.

3. DELIVERY OF SERVICES.

3.1. By executing a Services Agreement, SeedSpark will use commercially reasonable efforts to perform the Services described in the applicable Service Agreement, and Client agrees to accept and pay for the Services described in each Services Agreement during the Term. All Services shall be deemed delivered, and the Parties' respective obligations under this Agreement and the Services Agreement shall be deemed performed, at the location of the Client's headquarters.

3.2. **Added Services.** In the event Client wishes to increase or add Services, programs, applications, network devices or any kind, or otherwise requests a change in the scope of the Services under a Services Agreement during the Services Agreement Term then Client shall present its request for such alterations of its network to SeedSpark for scoping. The Services will remain in effect for the remainder of the Term. No alterations will be permitted under this Agreement without a signed Client Change Order form, Quote for Services, or other similar form signed by the Parties and will amend/or and modify the Services Agreement. Services that may not be decreased during the Term are defined within the Services Agreement.

4. TERM AND TERMINATION.

4.1. **Agreement Term.** The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect unless terminated by either Party as provided in this Section 4 Term and Termination). The term of each Services Agreement shall be as specified in that Services Agreement.

4.2. **Term Commencement.** The term for provision of and payment for each Service will commence on the Service Commencement Date indicated in the applicable Notice of Service Commencement.

4.3. **Initial Term.** SeedSpark will provide each Service to Client for an initial term commencing on the Service Commencement Date and ending on the date specified in the Services Agreement (“Initial Term”).

4.4. Agreement Termination.

(a) The termination of any particular Services Agreement will not affect Client's obligation to pay for other Services or any other amounts due from Client to SeedSpark.

(b) Either Party may terminate this Agreement upon the termination of the last active SLA between the Parties by providing the other Party with 120 days written notice.

4.5. Termination For Breach.

(a) **For Curable Breach.** If the other Party breaches any material provision of this Agreement or any Services Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach from

the non-breaching Party (“Cure Period”), then a Party can provide notice of termination. The notice from the non-breaching Party shall specify the basis on which the Agreement or Services Agreement is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party.

(b) **Incurable Breach.** If the breach is of a type or nature that is not capable of being cured within such time period (such as, by way of example and not limitation, an obligation relating to Confidential Information), then a Party can provide notice of termination. The notice from the non-breaching Party shall specify the basis on which the Agreement or Services Agreement is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.

(c) Either Party may terminate this Agreement and any Service Agreement effective upon written notice, if the other Party has breached its obligations of confidentiality set forth in Section 6.1 (“Confidential Information”).

(d) Client or SeedSpark may terminate this Agreement and any Service Agreement if the other Party breaches any material term or condition of this Agreement or Service Agreement and fails to cure such breach within 30 days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from SeedSpark.

4.6. **Insolvency.** Either Party may terminate this Agreement and any Service Agreement effective upon receipt of the written notice to the other Party, if the other Party:

(a) Becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors (not brought by the Party seeking to terminate this Agreement and any SLA), if such involuntary petition or involuntary proceeding is not dismissed within 120 days of filing; or

(b) Becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

4.7. **No Liability Upon Expiration.** Neither Party shall be liable to the other Party for any expiration of any Service in accordance with the terms of the applicable Services Agreement or this Agreement in accordance with its terms.

4.8. **Termination of a Service Agreement.** Either Party may terminate a Service Agreement in accordance with the terms of the subject Service Agreement. Notwithstanding the foregoing, SeedSpark may terminate a Service Agreement upon 30 days' notice to Client if SeedSpark discontinues the Service being provided as a routine course of business.

4.9. **Effect of Termination.** Upon termination of this Agreement or an individual Services Agreement and SeedSpark's receipt of payment by Client of the final invoice described in Section 4.9(b) (Final Payment), SeedSpark will, to the extent applicable, exercise reasonable efforts and cooperation to effect an orderly and efficient transition of Services to any successor provider identified by Client. For the avoidance of doubt, SeedSpark shall have no obligation to cooperate in any transition and shall have no obligation to supply any information to Client, including, without limitation, user IDs, passwords, etc., until all outstanding fees, including any early termination fees, are paid to SeedSpark. Any transition services

requested by Client shall be provided by SeedSpark on a time and material basis. SeedSpark reserves the right to require prepayment for any transition services:

(a) **Termination of Service.** SeedSpark will immediately cease providing such Service.

(b) **Final Payment.** Any and all payment obligations of Client under this Agreement for such Service provided through the date of termination shall immediately become due and payable, and such payment obligations shall accrue interest, from the date that is 15 days after the final invoice date for such Service, at the Applicable Rate.

4.10. Survival. Those provisions of this Agreement which by their nature are meant to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement. Without limiting the generality of the foregoing statement, Sections 6.2 (Ownership Rights); 9 (Representations and Warranties); 10 (Indemnification); and 11 (Limitation of Liability) shall survive any termination of this Agreement.

5. FEES AND PAYMENT TERMS.

5.1. Fees. Client agrees to pay all fees due in accordance with the prices for each Service listed in each Services Agreement or referred to within the written Quote. For all non-prepaid Quotations, fees shall be invoiced monthly and shall be due and payable within thirty (30) days after the invoice date. Professional services invoices shall be invoiced upon completion of the project and shall be due and payable within thirty (30) days after the invoice date.

5.2. Non-Recurring Charges, Variable, and One-Time Charges. Payment for non-recurring charges ("NRC") (e.g., network upgrade and installation charges), variable charges (e.g., data usage) and charges for one-time Services (e.g., Professional Services, etc.) shall be due no later than 15 days after the date of such invoice. Payment not received in a timely manner shall be considered late and the provisions of Section 5.5 ("Late Payments") shall apply.

5.3. Monthly Recurring Charges. After Service Commencement, payment for monthly recurring charges ("MRC") for each successive full month will be due and payable on the first day of that month or contract execution date as specified by the Services Agreement.

5.4. Reimbursable Expenses. Except as may otherwise be stated in the applicable Services Agreement, Client agrees to reimburse SeedSpark all reasonable and customary pre-approved out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by SeedSpark in connection with the performance of Services. Reimbursable expenses shall be invoiced on a monthly basis. Upon request by Client, SeedSpark shall provide copies of documentation for such expenses.

5.5. Late Payments. Any delinquent payments shall be subject to the greater of a \$75 charge or one and a half percent (1.5%) fee per month on overdue payments starting on the date such payments are due. SeedSpark may apply any payment received to any delinquent amount outstanding. Without limiting the foregoing, if Client's account remains unpaid for thirty (30) days or more past the due date, SeedSpark reserves the right to suspend all Services until all such overdue amounts (and any applicable interest charges, as specified above) are paid. Upon payment of all outstanding fees due, SeedSpark shall, to the extent possible, restore the Services after validating that all components to be monitored and/or managed under any applicable Services Agreement and associated proposals and agreements comply with

SeedSpark's level of security, updates, and best practices. SeedSpark's right to suspend Services under this Section is in addition to SeedSpark's rights under equity or law. In the event Services are suspended, Client acknowledges that Client's IT systems will not function, any software licensing acquired from SeedSpark will be terminated, and Client may irretrievably lose data. In such an event, Client hereby waives, releases, and forever discharges and agreed to hold SeedSpark harmless from any and all claims for damages for any and all damages which Client and/or Client's officers, directors, employees, customers, agents and/or contractors may have, or which may hereafter accrue, against SeedSpark as a result of or in any way directly or indirectly related to the suspension of Services. In addition, Client agrees to reimburse SeedSpark for all expenses incurred in connection with the collection of amounts payable hereunder, including court costs and reasonable attorneys' fees. All deliverables will be the property of SeedSpark until payment in full is received.

5.6. Restocking Fees. Any physical devices and/or accessories approved by Client and subsequently deemed unnecessary or not needed are subject to a 20% restocking fee. Returned items must be in original packaging and condition.

5.7. Taxes and Other Fees. All fees charged by SeedSpark for Services are exclusive of all sales, use, value-added, withholding, and other taxes and duties, or similar fees imposed by government or regulatory agencies, now in force or enacted in the future, imposed on the transaction and/or the delivery of Services. Client agrees that it will be responsible for and will pay in full all such taxes levied, duties assessed by any authority based upon this Agreement, and similar fees related solely to the Services provided by SeedSpark, except for taxes based on SeedSpark's net income. All Services shall be deemed provided at the location where such Services are consumed. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished SeedSpark with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.8. Payment in U.S. dollars; Automatic Funds Transfer. All payments shall be made to SeedSpark in U.S. dollars by check or means of an automatic electronic funds transfer/debit system.

6. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS.

6.1. Confidential Information.

(a) **Non-Disclosure.** SeedSpark and Client acknowledge that each will have access to certain proprietary and/or confidential information of the other Party concerning, without limitation, the other Party's business, plans, pricing, methods, processes, lists, statistics, software, systems or equipment, programs, research, development, strategic plans, operating data, customers, R&D projects, financial data, technology, products, and other or related information of each of the Parties and/or its or their customers and suppliers, concerning past, present, or future business activities of said entities held in confidence by the other Party, whether in oral, written, graphic, or electronic form (collectively, "**Confidential Information**"). As used in this Agreement, Confidential Information will include without limitation:

- i. All information in tangible or intangible form that is marked or designated as confidential and all information or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential;
- ii. SeedSpark Technology;
- iii. Client Technology and Content; and

iii. The terms and conditions of this Agreement, any Services Agreement, and any other agreements between the Parties.

(b) SeedSpark and Client each agree, on behalf of itself, its employees, and other persons to whom disclosure of Confidential Information is permitted under this Agreement, that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party, any of the other Party's Confidential Information.

(c) **Non-Confidential Information.** Notwithstanding Section 6.1(a) ("Non-Disclosure"), information will not be deemed Confidential Information under this Agreement if such information:

- i. is known to the receiving Party prior to receipt from the disclosing Party, as evidenced by the records of the receiving Party;
- ii. becomes known (independently of disclosure by the disclosing Party) to the receiving Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the disclosing Party;
- iii. becomes part of the public domain or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or
- iv. is independently developed by the receiving Party without any use of Confidential Information.

(d) **Restrictions on Use.** Each Party on behalf of itself, its Representatives, employees, agents, and contractors, agrees that it will receive and hold all Confidential Information in trust and confidence and that it will treat all Confidential Information with the same degree of care as it accords to its own confidential information of like sensitivity, but in no event less than a reasonable level of care. Each Party shall:

- i. Not sell, license, transfer, publish, disclose, display, or otherwise make available the Confidential Information of the other Party;
- ii. Not reverse assemble or reverse compile in whole or in part any applicable Confidential Information;
- iii. Each Party agrees that it will ensure that its Representatives, employees, agents, and contractors will not make use of, disseminate, or in any way disclose any Confidential Information of the other Party to any person, firm, or business, except as necessary to perform obligations set forth in this Agreement and then only under a written confidentiality agreement no less restrictive than this Section 6.1 ("Confidential Information").
- iv. A recipient of Confidential Information shall not use the Confidential Information of a discloser for any purpose other than the purpose for which the information was disclosed.;
- v. Hold in trust and confidence and not use any Confidential Information except as necessary to perform obligations set forth in this Agreement; and
- v. Similarly bind in writing necessary third parties to the confidentiality obligations of this Section 6.1 (c).

(e) Notwithstanding the foregoing, either Party shall have the right to disclose on a "need to know" basis the other Party's Confidential Information to their own company's appropriate officers, directors, employees, auditors, and attorneys, provided that they agree to be bound by the provisions of this Section 6.

(f) **Disclosure Required by Law.** Further, each Party may disclose the other Party's Confidential Information to the extent necessary to comply with an order of an administrative agency or court of competent jurisdiction, or to enforce a Party's rights under this Agreement. As an express condition to the preceding sentence, the Party being required to disclose the information shall take all reasonable steps to prevent such disclosure and provide prior written notice thereof to the other Party in sufficient time to enable the other Party to seek a protective order or otherwise contest such disclosure.

(f) **Method of Disclosure.** Information disclosed in written form or electronically transmitted shall be considered Confidential Information only if it contains the legend "Confidential," "Proprietary," or some other legend of similar import. Information provided orally will be considered confidential only if a written memorandum of such information clearly designated as marked "Confidential" is delivered to receiving party within thirty (30) days of the disclosure.

(g) **Return of Confidential Information.** Upon termination or expiration of this Agreement, or upon written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all documents and other tangible materials representing the disclosing Party's Confidential Information and all copies thereof, and shall permanently erase or destroy all Confidential Information stored by or for the receiving Party in electronic, optical, mechanical, or other storage medium, except as required to comply with any applicable legal requirement or in accordance with its records retention policy, and shall certify, in writing, the completion of the foregoing to the disclosing Party. Any conversion of format or media performed by SeedSpark in order to discharge its obligations under this Section 6 (Confidential Information) shall be at Client's expense.

(h) **Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party may cause continuing and irreparable injury to the other's business as a direct result of any such violation for which the remedies at law may be inadequate and that the discloser of confidential information shall therefore be entitled and to seek to obtain a temporary restraining order and injunctive relief against the Party that received the confidential information, without posting a bond or other security, to prevent any violations thereof, and, in addition to, any other appropriate equitable relief.

(i) **Duration.** The obligations set forth in this Section 6 (Confidential Information) shall apply during the term of this Agreement and for a period of one (1) year thereafter.

6.2. Ownership Rights.

(a) **Services.** SeedSpark retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and Client agrees not to disclose such information to any third party without SeedSpark's prior permission. SeedSpark grants Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the term of the applicable Services Agreement to use the Services.

(b) **Content.** SeedSpark acknowledges and agrees that all Content, including copyrights, trademarks, database rights, and other intellectual property contained in such Content are owned or licensed by Client. Client grants SeedSpark a license to store, record, transmit, and display the Content solely to perform SeedSpark's obligations under this Agreement.

6.3 Customer Responsibilities.

(a) **Content.** Client is solely responsible for: (a) all Content including without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions, and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management, and use of any public and private keys and digital certificates it may use with the Services.

(b) **Required Consents.** Client shall obtain and keep in effect all Required Consents necessary for SeedSpark to perform all of its obligations as set forth in this Agreement including without limitation, those with internet circuit providers and mobile device carriers. Upon request, Client will provide to SeedSpark evidence of any Required Consent. SeedSpark will be relieved of its obligations to the extent that they are affected by Client's failure to promptly obtain and provide to SeedSpark any Required Consents.

(c) **Software.** All software in Client's environment must be properly licensed from authorized sources. SeedSpark will be relieved of its obligations to the extent that they are affected by Client's failure to provide properly licensed software specified as being required in any Services Agreement at the level required for SeedSpark to perform the Services required under this Agreement. Client grants SeedSpark, at no charge, the right to use any Client-owned or developed application software systems required by SeedSpark to provide the Services specified in any Services Agreement to Client.

(d) **Security.** Unless SeedSpark is providing security services under a Services Agreement, Client shall: (a) use reasonable security precautions in connection with its use of the Services, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each User to use reasonable security precautions, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection. In addition, Client shall not take any action or install any software that may preclude or impair SeedSpark's ability to access or administer its network or provide the Services.

(e) **Encryption.** Client shall encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated thereunder) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated thereunder).

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Warranties, Each Party.** Each Party represents and warrants that:

(a) it has the full power and authority to enter into this Agreement and perform its obligations hereunder,

(b) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Client Data and its provision or use of the Services; and

(c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

7.2. **Warranties, Client.** Client represents and warrants to SeedSpark that:

(a) it owns, or is a licensee of, having the right to sublicense, the Client Data and Content and that Client has the right to grant SeedSpark the rights that Client purports to grant in this Agreement;

(b) SeedSpark's possession or use of the Client Data or Content does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and

(c) it will not use, nor will it allow any third parties under its control to use, the Services for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

(d) Client is not authorized to make, and Client shall not make, any representations or warranties on behalf of SeedSpark to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third party regarding SeedSpark, the Services, or any other aspect of this Agreement.

7.3. **Warranties, SeedSpark.** SeedSpark represents and warrants to Client that:

(a) **Industry Standards.** The Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of SeedSpark according to the generally accepted standards of the industry to which the Services pertain. Services will be deemed accepted by Client if not rejected for non-conformance in a reasonably detailed writing submitted to SeedSpark within five (5) days of performance of Services. Upon confirmation of the non-conformance, SeedSpark will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.

(b) **Service Levels.** The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable **Services Agreement**. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Services Agreement.

(c) **Staffing Placement Services.** SeedSpark warrants that any consultant provided to Client will have the qualifications and hold the certifications represented to Client by SeedSpark. SeedSpark makes no other representations or warranties with respect to the staffing placement Services to be provided.

(d) SeedSpark makes no representations or warranties with regard to the Third-Party Services and passes through to Client the terms and conditions for the services delivered by a third party.

7.4. **Service Level Goals.** "**Service Level Goals**" means the service level goals applicable to the Services provided by SeedSpark as set forth in the applicable Services Agreement. If Client experiences any Service performance issues or failures, such as Service Outages, described in an

applicable Services Agreement, as a result of SeedSpark's failure to provide the Services, the remedies and credits described in the applicable Services Agreement shall apply and serve as Client's sole remedy for such failure. Client must request credits within 15 days of the Service Outage by sending an email to .

7.5. Liquidated Damages. The Parties acknowledge and agree that because of the unique nature of the Services contemplated by this Agreement, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by Client as a result of a failure of SeedSpark to meet the Service Level Goals, or the specific amount that should be the responsibility of SeedSpark in such circumstances. It is further understood and agreed by the Parties that Client shall be damaged by such failure of SeedSpark to meet the Service Level Goals, that it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, that any credits that become payable under Section 7.2 ("Service Level Goals") or under a SLA are in the nature of liquidated damages, and not a penalty, and are fair and reasonable under the circumstances, and such payments represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from SeedSpark's failure to meet the Service Level Goals. As an essential part of this Agreement and any Services Agreement, the liquidated damages payable under this Section shall be the sole and exclusive measure of damages and remedy for Client, and the sole and exclusive liability and obligation of SeedSpark, arising out of or in any way relating to SeedSpark's failure to meet the Service Level Goals. The Parties further acknowledge and agree that the pricing and other terms contained in this Agreement reflect and are based upon the intended allocation of risk between the Parties as reflected in Section 7.2 ("Service Level Goals"), elsewhere in this Agreement, in any Services Agreement, and form an essential part of this Agreement. This Section 7.3 states Client's sole and exclusive remedy for any failure by SeedSpark to meet Service Level Goals.

7.5. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 (REPRESENTATIONS AND WARRANTIES), THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF SEEDSPARK IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEEDSPARK. CUSTOMER IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. SEEDSPARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERRORFREE, COMPLETELY SECURE, OR THAT ALL ERRORS WILL BE CORRECTED. IN ADDITION, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE, SUBJECT TO INTERRUPTION OR DISRUPTION, AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH SEEDSPARK CANNOT BE HELD LIABLE.

7.7. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. SEEDSPARK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SEEDSPARK'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART

ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SEEDSPARK WILL TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, SEEDSPARK CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. IT IS CLIENT'S RESPONSIBILITY TO ENSURE THAT THE INFORMATION TRANSMITTED AND RECEIVED BY CLIENT, ITS REPRESENTATIVES, AND ITS CUSTOMERS COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. ACCORDINGLY, SEEDSPARK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, AND CLIENT ACCEPTS SUCH DISCLAIMER WITHOUT LIABILITY TO SEEDSPARK.

8. INFORMATION SECURITY.

8.1 Security Measures. SeedSpark will maintain commercially reasonable security measures that are designed to (a) ensure the security of Client Data; (b) protect against any anticipated threats or hazards to the security or integrity of Client Data; and (c) protect against any unauthorized access to or use of the Client Data.

8.2 Audits by Client. Client shall have the right to review **ACCESS AND SECURITY**.

8.1. Authorized Users.

Authorized Users. For an individual to be an Authorized User, the individual must be identified by Client prior to first access of SeedSpark software and/or Services. All Authorized Users must be authenticated by Client's Account Custodian and have a valid password issued and multi-factor authentication ("MFA") activated in order to become effective. Client must promptly submit and authenticate any changes regarding its Authorized Users to SeedSpark. SeedSpark shall have no liability for relying on outdated information which has not been properly updated by Client.

Use of Passwords. Client acknowledges and agrees that it is responsible for maintaining the confidentiality of its passwords distributed and/or setup by Authorized Users and agrees to notify SeedSpark if it discovers that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. Client shall be entirely responsible for any and all activities which occur under Client's passwords, whether or not Client or its Authorized Users are the entity or individuals undertaking such activities.

MFA Authentication. Client acknowledges and agrees that it is responsible for ensuring that all Authorized Users, Representatives, and Account Custodians have MFA active for all of their SeedSpark accounts. SeedSpark requires the use of MFA paired with a mobile authentication app for access to systems and software supported by SeedSpark. Client shall be entirely responsible for any and all activities which occur under Client's passwords/MFA, whether or not Client or its Authorized Users are the entity or individuals undertaking such activities.

Cloud Platform Access - Virtual. Except with the advance written consent of SeedSpark, Client's access to the cloud platform shall be limited solely to the Representatives. Representatives shall have access only to those areas authorized by SeedSpark, and Representatives are prohibited from accessing other areas of the cloud platform. Client and its Representatives shall cooperate with and comply with all security and safety measures promulgated by SeedSpark from time to time, including, without limitation, the use of entry

and exit logs and agreements, mechanisms, and devices for registering, tracking, and limiting access to the cloud platform(s).

Relocation of Client. If it becomes necessary to relocate Client to another region, Data Center, or cloud provider with reasonable advance notice to Client (in no case less than 90 days' notice), Client may, at its option, terminate this Agreement.

Confidentiality. Client and its Representatives agree that information that they may observe or come into contact with while in SeedSpark's cloud platform may be the confidential and proprietary information of SeedSpark and/or third parties.

Suspension and Termination of Representative Access to Cloud Platform. SeedSpark shall have the right to suspend and/or terminate a Representative's access to the cloud platform at any time for any material failure by such Representative to comply with the terms of this Agreement and/or the Rules and Regulations. In the event that access is terminated, Client shall immediately take steps, to SeedSpark's reasonable satisfaction, to ensure that Client's remaining Representatives shall conform their conduct to the terms of this Agreement and the Rules and Regulations.

Scheduled and Emergency Maintenance. SeedSpark will conduct routine scheduled maintenance of the cloud platform according to the maintenance schedule for the applicable cloud platform, as such schedule may be modified from time to time by

SeedSpark. In the event that an urgent, mission-critical maintenance situation arises, SeedSpark shall have the right to perform emergency maintenance on the cloud platform(s). Any such emergency maintenance, not caused by the actions of SeedSpark shall not constitute a breach of this Agreement. During such scheduled and emergency maintenance periods, the Services may be unavailable. Client agrees to cooperate with SeedSpark during scheduled and emergency maintenance periods. SeedSpark shall have the right to enter any hosted server in order to remedy an emergency situation.

9. LIMITATIONS OF LIABILITY.

9.1. **Damage to Client Equipment.** EACH PARTY SHALL BE RESPONSIBLE FOR ANY DAMAGE TO, OR LOSS OF, ANY CLIENT EQUIPMENT RESULTING FROM ITS OWN WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. TO THE EXTENT SEEDSPARK IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, CLIENT EQUIPMENT FOR ANY REASON, SUCH LIABILITY SHALL BE LIMITED SOLELY TO THE THEN CURRENT MARKET VALUE OF THE CLIENT EQUIPMENT, EXCLUDING (A) ANY LOST DATA, (B) LOST SOFTWARE, AND/OR (C) LOST FIRMWARE.

9.2. **Limits on the Types of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL (AND SEEDSPARK'S SUPPLIERS AND LICENSORS WILL NOT) BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY TYPE OF INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOST GOODWILL, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTIONS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SERVICES, LOST OR DAMAGED DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT THAT EITHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, TORT, NEGLIGENCE,

BREACH OF CONTRACT, STRICT LIABILITY, OR OTHERWISE) EVEN IF (A) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (C) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY SERVICES AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9.3. **Limit on the Amount of Damages Recoverable.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEEDSPARK'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT, ANY SLA, AND THE SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE), WILL BE LIMITED IN ALL CASES TO THE TOTAL AMOUNT PAID BY CLIENT TO SEEDSPARK HEREUNDER FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT WHICH GAVE RISE TO SUCH LIABILITY FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE SERVICES AGREEMENT.

9.4. **Allocation of Risk.** EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 (LIMITATION OF LIABILITY) REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SERVICES WOULD HAVE BEEN HIGHER.

9.5. **Non-Managed Systems.** SeedSpark shall not be liable for any damage caused by services, systems, software, or other components that neither it nor its employees, agents or subcontractors furnish or manage pursuant to this Agreement.

9.6. **Applicability.** The terms in this Section 9 (Limitation of Liability) shall apply to the maximum extent permitted by applicable law. If applicable law precludes a Party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for certain acts or omissions, then the terms in this Section 9 (Limitation of Liability) shall apply to not limit liability for such acts and omissions, but will apply for all other acts and omissions.

10. INDEMNIFICATION.

10.1 **Indemnification By SeedSpark.** Subject to the limitations of liability set forth herein, SeedSpark agrees to indemnify, defend, and hold harmless Client, its employees, agents, affiliates from and against any and all costs, liabilities, losses, and expenses (including without limitation reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against Client or its affiliates alleging the infringement or misappropriation by SeedSpark of any Intellectual Property Rights relating to the delivery or use of the Services (excluding any contributory infringement by the Client). Client may retain its own counsel to assist in the defense of any indemnified Action, at its own expense provided SeedSpark shall retain control over such defense.

10.2. **Indemnification By Client.**

Client agrees to indemnify, defend, and hold harmless SeedSpark, its employees, agents, affiliates, and clients (collectively the "SeedSpark Indemnitees") from and against Losses resulting from any Action brought by any third party against any of the SeedSpark Indemnitees alleging the infringement or misappropriation of any Intellectual Property Rights by Client or its Representatives:

- (a) Relating to the use of the Services in a manner not authorized by SeedSpark;
- (b) Resulting from SeedSpark's compliance with Client's designs, specifications, or instructions;
- (c) Resulting from Client's use or combination of the Services with any items not supplied by SeedSpark or Client's failure to use updated or modified versions of the Services, or
- (d) Resulting from any information provided by Client to SeedSpark;
- (e) The SeedSpark Indemnitees may retain their own counsel to assist in the defense of any indemnified Action, at their own expense provided Client shall retain control over such defense.

10.3. Procedure. A Party (or other person) having a right to defense and indemnification under this Agreement ("Indemnified Party") that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement ("Indemnifying Party") sole control of the defense and settlement of the Claim for which indemnity is sought, provided that the Indemnified Party shall notify the Indemnifying Party promptly in writing of each Claim and the Indemnified Party shall give the Indemnifying Party information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is sought under this Section 10 (Indemnification). The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any Claim. In no event shall either Party make any settlement of a Claim, including without limitation, any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party without the other Party's prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned

10.4. Mitigation for IP Claims. At any time after notice of an IP Claim, or if SeedSpark believes there is a basis for an IP Claim, SeedSpark has the right, at SeedSpark's sole option and expense, to either (a) procure the right for Client to continue receiving the Services as provided in this Agreement, or (b) replace or modify the applicable Service with a service that has substantially similar functionality and that SeedSpark believes would not be subject to the IP Claim. If SeedSpark deems (a) or (b) not feasible or not commercially reasonable, SeedSpark has the right to terminate the applicable Services Agreement. In the event of any such termination, SeedSpark will refund to Client the unused portion of any amounts paid by Client for the affected Service. In addition, upon any such termination, Client shall cease the use of the applicable Service.:

10.5 Limitations as to IP Claims. Notwithstanding anything to the contrary, SeedSpark shall have no obligations or liability under Section 10.1 (Indemnification by SeedSpark) if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service with any product, software, solution, or

service not entirely developed and provided by SeedSpark; (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement; (c) Client's failure to comply with SeedSpark's direction to cease any activity that in SeedSpark's reasonable judgment may result in an IP Claim; (d) any allegation by a third party that does not specifically reference a SeedSpark Service, or that does not reference a feature of function of a SeedSpark Service; or (e) any IP Claim for which Client does not promptly tender control of the defense thereof to SeedSpark.

10.6. SOLE REMEDIES: THE TERMS IN THIS SECTION 10 (INDEMNIFICATION) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SEEDSPARK'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10 (INDEMNIFICATION), SEEDSPARK SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

11. MISCELLANEOUS PROVISIONS.

11.1. Force Majeure. Excepting any financial obligations arising under this Agreement, neither SeedSpark nor Client shall be liable for any failure or delay in its performance, including Service Outages, under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, fire, embargo, pandemic, riot, sabotage, terrorism, labor dispute, strike or lockout, failure of an energy provider to supply power, governmental act, or failure of the Internet (not resulting from the actions or inactions of a Party) (each, a "Force Majeure Event"). Each Party shall use reasonable efforts to mitigate the extent of the Force Majeure Event, provided however, that should any such Force Majeure Event continue for more than thirty (30) days, this Agreement may be terminated without liability by the non-delaying Party.

11.2. No Lease; Other Limitations. This Agreement is an agreement for services and is not intended to and shall not constitute a lease of any real property or a transaction for the sale of goods. Client acknowledges and agrees that:

- (a) It has been granted only a non-exclusive, non-transferable revocable license to consume and assign Service(s) in accordance with this Agreement;
- (b) Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances, and to the full extent permissible under law waives and releases any rights or remedies with respect thereto;
- (c) This Agreement, to the extent it involves the use of space or property leased by SeedSpark, shall be subordinate to any lease between SeedSpark and its landlord(s);
- (d) The expiration or termination of any such lease shall terminate this Agreement as to such space or property subject to Client retaining any rights or claims it may have against SeedSpark arising from the expiration or termination of such lease;
- (e) Except as expressly provided in Section 11.11 ("Assignment"), Client shall have no right to transfer its rights of entry and use to the cloud platform in whole or in part, and any attempted sublicense or transfer of its right of use and occupancy under the licenses granted under this Agreement shall be void.

11.3. Publicity. Each Party agrees that during the term of this Agreement the other Party may publicly refer to it, orally and in writing, as a client or vendor (as the case may be). Any other public reference to one Party by the other Party will require the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Each Party hereby grants the other Party a non-exclusive, non-transferable, royalty-free, revocable license to its trade names and trademarks solely in connection with the rights granted in this Section 11.3.

11.4. Government Regulations. SeedSpark and Client will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

11.5. Non-Solicitation. Each Party agrees, that during the term of this Agreement, and for a period of one year after the termination or expiration of this Agreement, neither SeedSpark nor Client will, hire or solicit for employment, without the other Party's prior written consent, any person employed then by the other Party if such person became known to the soliciting Party through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one Party seeks to find candidates for open positions (absent direct solicitation and/or recruitment)..

11.6. No Third-Party Beneficiaries. SeedSpark and Client each agrees that, except as otherwise expressly provided in Section 10 ("Indemnification"), that this Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties and that there shall be no third-party beneficiaries to this Agreement, including without limitation the insurance providers of Client or the customers of Client.

11.7. Governing Law; Choice of Forum. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Charlotte, North Carolina. The Parties specifically submit and avail themselves to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Charlotte, North Carolina. Any legal action or proceeding arising under this Agreement will be brought either in the federal courts in the United States District Court Western District of North Carolina or the state courts located in Mecklenburg, North Carolina. The prevailing Party in any such action shall be awarded its actual attorneys' fees as well as expert consultant fees incurred.

11.8. Informal Dispute Resolution. The Parties shall endeavor to settle by mutual discussions in good faith any disputes or claims arising under or relating to this Agreement or any Services Agreement, including the existence, validity, interpretation, performance, termination, or breach of this Agreement or any Services Agreement. Within 10 days of a Party's notice of a dispute or claim, at least one management level representative from each Party who is not directly involved in the dispute and with proper authority to resolve this matter shall meet face to face and use all reasonable efforts to resolve the matter, (except that either Party may seek immediate injunctive relief if necessary to preserve its rights hereunder).

11.9. Severability. In the event that any of the provisions of this Agreement are declared or held by a court of competent jurisdiction invalid, illegal or unenforceable, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the Parties shall negotiate in good faith a substitute for the provision declared invalid, illegal or unenforceable

11.10. Waiver. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights and the obligations of the Party with respect to such future performance and shall continue in full force and effect.

11.11. Assignment. Either Party may assign and/or novate this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. All other assignments may be made with the prior written consent of the other Party, which consent shall not be withheld unreasonably.

11.12. Agreement Binding on Successors. This Agreement will bind and inure to the benefit of each Party's permitted assigns.

11.13. Notice. Any notice or communication required or permitted to be given under this Agreement may be:

- (a) Delivered by hand;
- (b) Deposited with an overnight courier; or
- (c) Sent by registered or certified mail, return receipt requested, postage prepaid.
- (d) In each case, if to SeedSpark, then to the address listed in the first paragraph of this Agreement and, if to Client, then to the address listed on the relevant Order, or at such other address as may later be furnished in writing by either Party to the other Party. Such notice shall be deemed to have been given upon personal delivery; the day of delivery to the other Party for overnight delivery; or three (3) days after deposit in the mail.
- (e) Notwithstanding the foregoing, invoices, Notices of Service, Commencement, and similar routine notices relating to the Services may be delivered from SeedSpark to Client by email, or first-class mail (postage prepaid) and such notices shall be deemed to have been given one (1) day after emailed or deposited in the mail.
- (f) A Party may change its address for notices by sending a change of address notice using this notice procedure.

11.12. Relationship of Parties. SeedSpark and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between SeedSpark and Client. Neither SeedSpark nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

11.13. Subcontractors. SeedSpark may engage subcontractors to perform services under any Services Agreement. Except as provided herein, SeedSpark shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

11.14. Energy, Data Flow, Licensing Prices. SeedSpark will not modify the rates for the Service during the first six (6) months following the Service Commencement Date; provided, however, that, notwithstanding anything to

the contrary in the Agreement, SeedSpark may increase (or decrease) the rates associated with an existing Service at any time after the first six (6) months of the Term in order to pass through increases (or decreases) in such Service's underlying licensing, data flow, or power utility costs by notifying Client in writing at least thirty (30) days prior to the effective date of such rate change. Such increase or decrease will only apply to the price of the modified service. If requested by Client in writing, SeedSpark will provide third party documentation to Client evidencing such increase or decrease.

11.15. SeedSpark Policies and Procedures. Client agrees to make sure that their Authorized Users and Representatives actions comply with SeedSpark's policies and procedures against workplace violence, harassment, or discrimination.

11.16. Interpretation of Conflicting Terms. In the event of a conflict between or among the terms in this Agreement, a Services Agreement, and any other document made a part hereof, the documents shall control in the following order: (a) the Services Agreement and Exhibit(s); (b) signed Change Forms or Quotes to a Services Agreement; (c) this Agreement; and then (d) other signed documents. Unless expressly agreed to in writing by **SeedSpark**, **SeedSpark** rejects any terms and conditions contained in **Client's** documents (e.g. purchase orders or other order documents).

11.17. Insurance. Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

11.18. Export Compliance. Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client shall be solely responsible for such compliance with respect to Client Data that it provides to SeedSpark.

11.19. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective Parties.

11.20. Change of Control Events. In the event that Client sells, transfers, assigns, or otherwise disposes of all or substantially all of its assets, business, or operations (whether through sale of assets, merger, consolidation, or otherwise) (a "Change of Control") to any person or entity (the "Acquiring Party"), Client shall remain fully responsible and liable for all payment obligations and other duties under this Agreement for the remainder of the Term, unless the Acquiring Party expressly agrees in writing to assume all obligations and liabilities of Client under this Agreement. Any such assumption of obligations by the Acquiring Party must be memorialized in a written agreement executed by SeedSpark, Client, and the Acquiring Party. Client shall provide SeedSpark with written notice at least thirty (30) days prior to the closing of any transaction that would constitute a Change of Control as described in above. Such notice shall include the name and

contact information of the Acquiring Party. Notwithstanding any Change of Control, Client shall not be released from its obligations under this Agreement without SeedSpark's prior written consent, which shall not be unreasonably withheld if the Acquiring Party (i) has equal or greater financial resources as compared to Client, (ii) agrees to be bound by the terms and conditions of this Agreement, and (iii) executes SeedSpark's then-current form of assumption agreement.

11.21. Active Negotiations. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

11.22. Captions. The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

11.23. Amendments. No waiver of any right or remedy and no amendment, change or modification of the terms of this Agreement shall be binding on a Party unless it is in writing and is signed by the Party to be charged.

11.24. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.

11.25. Entire Agreement; Counterparts; Originals. Other than the terms of the Services Agreement, which are hereby incorporated within this agreement by reference even though they may be subsequently agreed upon by the parties, this Agreement, including all other agreements referred to in this Agreement and documents incorporated by reference, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter. Any terms and conditions in any purchase order or other response by Client which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by SeedSpark without need of further notice of rejection and shall not be of any effect or in any way binding upon SeedSpark. Such purchase order or other response shall not be deemed to be made a part of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of **which** together shall constitute one and the same instrument. For purposes of executing this Agreement:

(a) A document signed and transmitted by facsimile and/or electronic signature shall be treated as an original document;

(b) The signature of any Party on such document shall be considered as an original signature;

(c) The document transmitted (or the document of which the page contained the signature or signatures of one (1) or more of the Parties is transmitted) shall have the same effect as a counterpart thereof containing original signatures; and

(d) At the request of a Party, each Party who executed a document transmitted by facsimile or electronic signature, shall re-execute such document or a counterpart as an original.

No Party may raise the use of a facsimile or electronic signature for the purpose of transmitting a signature of that Party or another party as a defense to the enforcement of this Agreement or any other document required to be delivered in accordance with its terms, including any amendment thereof. This Agreement may be changed only by a written document signed by authorized representatives of SeedSpark and Client. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a Party, including a printed or handwritten document and verifiable electronic

signature. However, emails, even if they include a typed name and/or signature block do not constitute signed writings.

End of General Terms and Conditions of Service

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ADDENDUM A:

TERMS SPECIFIC TO PRODUCT SALES ONLY

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Resold Services ("Products") made by Client, for its own internal use and not for resale, pursuant to a quotation issued by SeedSpark ("Quotation"). As used in this Addendum A, the term "Resold Services" refers to services (e.g. Software as a Service), which although ordered from SeedSpark, are procured from and supplied by a third party (i.e., SeedSpark does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of this Addendum A.

1. **Product Returns and Warranty Assistance.**

- (a) Client acknowledges that SeedSpark is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.
- (b) To the extent available, SeedSpark shall pass through to Client the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. Products shall not be accepted for return to SeedSpark without SeedSpark's written approval. In no event will SeedSpark provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).
- (c) Client acknowledges that the terms and conditions governing the use of Products (e.g. EULAs) shall be solely between Client and the manufacturer of such Products.

2. **Product Use and Product Warranty Disclaimer.** Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that SeedSpark is not liable for any claim or damage arising from such use.

SEEDSPARK MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. SEEDSPARK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3. **Shipment and Risk of Loss for Product Sales.** All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of

Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or Client's

4. **Product Security Interest.** Client grants SeedSpark a security interest in the Products detailed in each Quotation, as security for payment in full. Client authorizes SeedSpark to file and/or record any documents it deems necessary to perfect this security interest.

5. **Permitting Compliance for Product Sales.** Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

6. **Price and Payment.** The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due fifteen (15) days from the date of the invoice. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to SeedSpark until SeedSpark receives complete payment from such third party. All payments will be made in US currency. Client will pay interest in the amount of one and one-half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed. Without limiting the foregoing, if Client's account remains unpaid for thirty (30) days or more past the due date, SeedSpark reserves the right to suspend all Products until all such overdue amounts (and any applicable interest charges, as specified above) are paid. In addition, Client agrees to reimburse SeedSpark for all expenses incurred in connection with the collection of amounts payable hereunder, including contingent fees, court costs, and reasonable attorneys' fees.

7. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Notwithstanding any sale of Products by SeedSpark, Client acknowledges that it is not relying on SeedSpark for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, SeedSpark from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section 7 (Export).

8. **Cancellation.** The purchase of Products may be canceled by Client only upon written approval of SeedSpark and upon terms that indemnify SeedSpark against all losses related to such cancellation.

9. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM SEEDSPARK FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL SEEDSPARK'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. SEEDSPARK WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS ADDENDUM A, EVEN IF SEEDSPARK HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY

A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

10. Survival. Those provisions that by their nature should survive termination of this Addendum A, will survive termination. Without limiting the generality of the foregoing statement, Sections 1 (Product Returns and Warranty Assistance), 2 (Product Use and Product Warranty Disclaimer), 6 (Price and Payment), 7 (Export), and 9 (Limitation of Liability) shall survive any termination of this Agreement.

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ADDENDUM B:

TERMS SPECIFIC TO HOSTING SERVICES ONLY

This Addendum B: Terms Specific to Hosting Services Only ("Addendum B") applies to any order for services consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a Statement of Work ("Hosting Services"). Any such orders shall be subject to the terms and conditions of this Addendum.

1. Definitions.

1.1. "Hosted Data" is Client Data including all data and information about Client's business(es), customers, employees, operations, facilities, products, markets, assets or finances that SeedSpark obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in the Hosting Environment.

1.2. "Hosting Environment" means SeedSpark's application hosting environment for the delivery of Hosting Services.

2. Information Security.

2.1 Security Measures. SeedSpark will maintain commercially reasonable security measures that are designed to (a) ensure the security of the Hosted Data stored by SeedSpark in the Hosting Environment; (b) protect against any anticipated threats or hazards to the security or integrity of the Hosted Data stored by SeedSpark in the Hosting Environment; and (c) protect against any unauthorized access to or use of the Hosted Data as stored by SeedSpark in the Hosting Environment.

2.2 Notification and Prevention Obligations. Upon becoming aware, SeedSpark shall promptly notify Client of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Hosted Data. This notification will state in reasonable detail the Hosted Data at risk. SeedSpark agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such information. SeedSpark further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Client to address the breach. SeedSpark shall not be responsible or liable for any security breach caused by Client.

2.3 Audits by SeedSpark. SeedSpark will conduct an annual audit of its security measures. Upon Client's written request, SeedSpark shall provide a copy of its most recent audit report. The report is to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of SeedSpark.

1.3. Audits by Client. Client shall have the right to review SeedSpark's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, of SeedSpark's data centers in order to inspect the Hosting Environment to verify SeedSpark's compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any onsite audit. SeedSpark may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in "downtime" or unavailability for the

Hosting Environment. Any "downtime" or unavailability as a result of any audit by Client shall not count as downtime for purposes of any Services Agreement and shall not be a breach of this Agreement or any Services

3. Client Responsibilities

3.1. Acceptable Use. Client is responsible for all acts and omissions of its Authorized Users in connection with receipt or use of the Services. Client agrees, and will ensure its Authorized Users agree, to act responsibly and not use the Hosting Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. SeedSpark has the right to investigate potential violations of this Section. If SeedSpark determines that a breach has occurred, then SeedSpark may, in its sole discretion: (a) restrict Client's and Authorized Users' access to the Hosting Services; (b) remove or require removal of any offending Client Data; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, SeedSpark will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify SeedSpark of any event or circumstance related to this Agreement, Client's or any Authorized User's use of the Hosting Services, or Client Data of which Client becomes aware, that could lead to a claim or demand against SeedSpark, and Client will provide all relevant information relating to such event or circumstance to SeedSpark at SeedSpark's request. SeedSpark agrees to allow Client complete and unrestricted access at all times to Client's software applications, devices, equipment, hardware, and all Services-related license files so that Client can audit its Authorized Users' compliance with the terms of this Agreement. Client agrees to indemnify, to the fullest extent permitted by law, SeedSpark from and against any damages, costs, expenses, fines, penalties, and reasonable attorney fees that may arise as a result of Client's breach of this Section.

3.2. Access. Client agrees not to access the Hosting Environment by any means other than through the interface that is provided by SeedSpark for use in accessing the Hosting Environment.

3.3. Capacity Planning. Client is solely responsible for determining whether the services, Hosting Environment, and related Content meet Client's capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Hosting Environment and services, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.

4. Indemnification. Client will indemnify, defend and hold harmless SeedSpark and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against SeedSpark or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Client of its obligations under Sections 2.1, 3.1, 3.6 and 3.7 of this Addendum

B and (f) any claim that SeedSpark's possession, storage, or transmission of Client Data or possession or use of the Client Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.

5. Survival. Those provisions that by their nature should survive termination of this Addendum B, will survive termination. Without limiting the generality of the foregoing statement, Sections 3.1 (Acceptable Use) and 4 (Indemnification) shall survive any termination of this Addendum B.

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ADDENDUM C

TERMS SPECIFIC TO ARTIFICIAL INTELLIGENCE

For the avoidance of doubt, and notwithstanding any other provision of a Statement of Work or the Master Services Agreement, the following terms apply to any Artificial Intelligence ("AI") technologies, platforms, tools, or services (collectively, "AI Tools") used by, recommended to, or deployed within Client's environment:

1. AI TOOLS ARE OUT-OF-SCOPE MANAGED SERVICES

Unless AI Tools are explicitly listed as an included Service within a Statement of Work, the monitoring, management, configuration, auditing, governance, or optimization of AI Tools — including but not limited to AI-powered copilots, large language models (LLMs), AI-integrated SaaS platforms, and generative AI applications — are not included services. SeedSpark's involvement in procuring or licensing AI Tools on Client's behalf does not expand this scope.

2. CLIENT RESPONSIBILITY FOR AI GOVERNANCE

Client assumes sole responsibility for:

- a. Establishing, maintaining, and enforcing AI acceptable use policies;
- b. Employee training on appropriate and compliant AI usage;
- c. Regulatory and legal compliance related to AI usage, including obligations under applicable data privacy, employment, or industry-specific laws;
- d. Determining whether AI Tools are appropriate for use with sensitive, regulated, or confidential data (including PII, PHI, or proprietary business information);
- e. Monitoring employee AI usage for compliance with internal policies and applicable law.

SeedSpark may offer recommendations or assist in executing Client-defined AI governance measures upon request, but such assistance is advisory in nature and does not transfer Client's responsibility to SeedSpark.

3. AI OUTPUT ACCURACY — NO PROVIDER LIABILITY

Client acknowledges that AI Tools may produce inaccurate, incomplete, biased, or otherwise erroneous outputs ("AI Errors"). Client accepts all risk

associated with reliance on AI-generated content. SeedSpark shall have no liability for any damages, losses, or claims arising from AI Errors, regardless of whether SeedSpark recommended, configured, or assisted with the AI Tool in question.

4. THIRD-PARTY AI VENDOR DATA PRACTICES

Client acknowledges that AI Tools operated by third-party vendors ("AI Vendors") may collect, process, transmit, store, or train on data — including Client data — in accordance with those vendors' own terms, privacy policies, and data use practices. This may include exposure of confidential, proprietary, or regulated data to AI Vendor systems, personnel, or sub-processors.

SeedSpark shall have no liability for any data handling, breach, exposure, misuse, or loss attributable to an AI Vendor, even where SeedSpark has recommended, resold, or assisted in deploying the AI Vendor's product or service. Client's recourse for such events lies solely with the applicable AI Vendor.

5. NO DUTY TO IMPLEMENT AI CONTROLS ABSENT WRITTEN DIRECTION

SeedSpark has no implied or standalone obligation to implement data loss prevention (DLP) controls, endpoint restrictions, web filtering, or other technical safeguards specifically targeting AI Tools or AI-related data flows unless such controls are (i) explicitly defined as a Managed Service in a Statement of Work or (ii) separately authorized in writing by both parties. Client is responsible for directing SeedSpark as to the controls Client wishes implemented and ensuring the scope and budget to support them.

6. HOLD HARMLESS — AI-RELATED THIRD-PARTY CLAIMS

Client shall defend, indemnify, and hold harmless SeedSpark and its employees, contractors, and agents from and against any third-party claims, damages, penalties, fines, or costs (including reasonable attorneys' fees) arising out of or related to: (a) Client's or Client's employees' use of AI Tools; (b) Client's failure to adopt, enforce, or maintain adequate AI use policies or training; (c) data exposure or misuse by an AI Vendor; or (d) any regulatory or legal action arising from Client's AI-related activities.