
MASTER SUBSCRIPTION AGREEMENT
(SPARK)

This Master Subscription Agreement (this “**Agreement**”) is made and entered into by and between SPAR Solutions LLC, a Michigan limited liability company (“**SPAR**”), and the customer agreeing to be bound by an order form (each an “**Order Form**”) that incorporates this Agreement (“**Customer**”), effective as of the first date Customer agrees to be bound by the applicable Order Form (the “**Effective Date**”). SPAR and Customer are each a “**Party**,” and are, collectively, the “**Parties**” to this Agreement. The Parties hereby agree as follows:

1. **Services.** SPAR shall provide Customer with the software subscription services (the “**Services**”) set forth in the Order Form. The Services shall provide Customer with non-exclusive access via a subscription (each a “**Subscription**”) to SPAR’s **SPARK** (*SPAR’s Knowledge Integration*) application software product(s) (i.e., including any updates) (each a “**SPAR App**”) for the applicable subscription period(s) (each a “**Subscription Period**”) set forth in the Order Form. The Services shall not include any professional services, as any professional services will be set forth in a separate agreement between the Parties. SPAR will be responsible for the performance of SPAR’s personnel (including SPAR’s employees and contractors) and their compliance with SPAR’s obligations under this Agreement, except as otherwise specified in this Agreement.

2. **Payment and Billing.** Customer shall pay SPAR the amounts set forth in the Order Form on the dates set forth therein, and if such dates are not set forth therein, Customer shall pay SPAR within thirty (30) days of delivery of SPAR’s invoice. Customer shall pay and reimburse SPAR for all taxes associated with the sale/purchase of the Services, excluding only SPAR’s income and payroll taxes. The payment obligations of Customer are absolute and non-cancellable upon Customer’s submission of the Order Form and shall survive any termination of this Agreement. All payments are non-refundable, except for a Discontinuation (defined below in Section 3). Time is of the essence with respect to all payments. Customer agrees to pay interest on late payments at the lower of: (i) the rate of 1.5% per month, or (ii) the maximum rate permitted by applicable law. SPAR shall have the right to immediately suspend the Services, terminate the Services and this Agreement, recover court costs and reasonable legal fees, and/or take any other appropriate legal action, in the event that Customer fails to fully pay any invoice when due. The fees provided for in the Order Form shall remain in effect for the Subscription Period set forth in the Order Form, but SPAR may increase such fees payable by Customer for any renewal Subscription Period by notifying Customer of such change in advance of such renewal.

3. **Term of Agreement & Subscription Periods; Termination.** Subject to the early termination rights set forth in this Agreement, the term of this Agreement shall commence on the Effective Date and continue until the later of: (i) three (3) years from the Effective Date; or (ii) until all Subscription Periods set for the Services set forth in the applicable Order Form(s) have been completed (collectively, the “**Term**”). Except as otherwise specified in an Order Form, each Subscription Period will automatically renew for an additional period equal to the expiring Subscription Period or one

year (whichever is shorter), unless either Party gives the other Party written notice (email acceptable) at least 30 days before the end of such expiring Subscription Period to not renew such Subscription Period. Notwithstanding the foregoing, in addition to any other early termination rights set forth in this Agreement, either Party may terminate this Agreement and the Subscription Periods early upon any of the following events if: (i) the other Party breaches this Agreement and does not cure such breach within thirty (30) days after notice of such breach; or (ii) the other Party becomes the subject of any petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or if the other Party makes an assignment for the benefit of creditors; provided, however, that termination for either (i) or (ii) shall not prejudice any of the terminating Party's other rights and legal claims for damages caused by the other Party that led to such termination. Furthermore, SPAR may terminate this Agreement if SPAR discontinues the Services for any reason (a "**Discontinuation**"), provided that SPAR will provide Customer with a refund for the unused Subscription Period, if any, which refund shall be SPAR's total liability to Customer for such early termination. Upon termination of this Agreement for any reason, Customer shall promptly pay to SPAR all unpaid amounts owed hereunder.

4. Services Availability. Customer acknowledges that SPAR has no control over Customer's salesforce.com ("**SFDC**") instance and the SFDC service, as well as Customer's Verint Knowledge Management ("**KM**") instance. Customer acknowledges that access to and use of the Services is dependent on the availability and proper functioning of both Customer's SFDC instance and Customer's KM instance. SPAR disclaims responsibility and liability for any inability of Customer to access or use the Services, or for the degradation of the performance of the Services, to the extent caused by issues, problems, or malfunctions of, or inaccessibility to, Customer's SFDC instance and/or KM instance, and/or any other third party owned or controlled technology. Customer is solely responsible for the configuration of Customer's SFDC and KM instances and all technology and services necessary to access and use those instances.

5. Ownership of IP Used for the Services. As between the Parties, Customer agrees that SPAR owns and shall retain all right, title, and interest in and to all the intellectual property, other than Customer's Data (defined below in Section 7a), in connection with the SPAR App and/or that is used to provide the Services (collectively, the "**SPAR IP**"). All discoveries, improvements, inventions, enhancements, error corrections, updates, and trade secrets, made or conceived by SPAR, Customer, or any third party, arising out of or relating to the SPAR IP, shall be the sole and exclusive property of SPAR and SPAR shall retain any and all rights therein, including, without limitation, the right to file any patent or copyright applications thereon. All rights not expressly granted to Customer are reserved to SPAR and no rights or licenses shall be deemed granted by implication, estoppel or otherwise.

6. Permitted Use; Usage Limits; Authorized Users & Restrictions on the Use of the SPAR IP.

- a. Permitted Use of SPAR IP. Customer and Authorized Users (defined below) may access and use the SPAR IP solely for Customer's internal use of the Services. Without limiting the foregoing, Customer's right to access and use the SPAR IP does not cover any portions of the SPAR IP that are not made available as part of the Services.
- b. Usage Limits. The Services are subject to usage limits specified in Order Forms. If Customer exceeds a contractual usage limit, SPAR may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding SPAR's efforts, Customer is unable or unwilling to abide by the applicable contractual usage limit,

SPAR may do any of the following: (i) limit Customer's usage; (ii) require Customer to promptly execute an Order Form for additional usage; and/or (iii) reasonably charge and invoice Customer for Customer's excess usage.

- c. Authorized Users & Restrictions on Use of SPAR IP. Customer shall determine the persons who Customer authorizes to use the Services on behalf of Customer, which persons may include third-party contractors who agree to the restrictions set forth in this Agreement (each an "**Authorized User**"). As a condition precedent to being an Authorized User, each Authorized User must agree to SPAR's then current Authorized User Agreement, as updated and amended by SPAR from time to time. Customer is solely responsible and liable for all actions and omissions of the Authorized Users. Customer shall ensure that only Authorized Users use the SPAR IP and not allow any other person to access or use the SPAR IP for any purpose. Customer shall not, and shall not permit any Authorized User, any Customer employees, any Customer personnel, and/or any other third party, to do any of the following: (i) assign, sell, transfer, loan, rent, lease, sublicense, distribute, timeshare, give away, throw away, discard, and/or make copies of the SPAR IP; (ii) alter, modify, and/or create derivatives of the SPAR IP; (iii) use all or any part of the SPAR IP for any purpose other than as expressly permitted by this Agreement, and/or to develop software and/or provide services that compete with the SPAR IP and/or the Services; (iv) reverse engineer, decompile, disassemble, and/or otherwise render in human readable form, all or any part of the SPAR IP; (v) apply any procedure or process to the SPAR IP in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code, source listings, and/or object code for the SPAR IP; (vi) use the SPAR IP in violation of applicable law, rule, and/or regulation, including the laws of copyright, trademark, obscenity, defamation; (vii) seek to compromise the security of the SPAR IP, and/or SPAR's and/or its clients' systems or networks by intentionally introducing viruses, worms, Trojan horses or other malicious code, tampering with security mechanisms, and/or other harmful means; (viii) violate the rights of any person through the transmission, storage, and/or display of Customer Data (defined below in Section 7a); (ix) knowingly create large bandwidth-consuming transactions and/or put an unusually large load on all or any part of the SPAR IP; and/or (x) remove, cover, and/or alter any of SPAR's copyright notices and/or any trademarks, trade names, service marks and/or service names included in the SPAR IP.

7. Ownership & Protection & License of Customer Data; Integration of Features.

- a. Ownership of Customer Data. Subject to the Customer Data License and the Feedback License (each defined below in Section 7c), as between the Parties, SPAR agrees that Customer owns and shall retain all right, title, and interest in and to all of Customer's data that is provided to SPAR in connection with the performance of the Services, along with the output data that is generated from the performance of the Services for the benefit of Customer (collectively, "**Customer Data**").
- b. Protection of Customer Data. SPAR shall use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data that is transmitted and/or processed by SPAR while providing the Services. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). For Services that may store Customer

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- Data on SPAR’s servers, upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, SPAR will make such Customer Data available to Customer for export or download in its then current format. After such thirty (30) day period, SPAR will have no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all copies of Customer Data in SPAR’s systems or otherwise in SPAR’s possession or control, unless legally prohibited.
- c. License to Customer Data & Feedback. Customer hereby grants SPAR a worldwide, royalty-free, non-exclusive, right and license to use, process, manipulate and create derivative works from the Customer Data to provide the Services and to comply with SPAR’s other obligations under this Agreement and under applicable law (the “**Customer Data License**”). Customer further grants to SPAR a worldwide, royalty-free, unrestricted right and license to use any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer or any Authorized User related to the Services (the “**Feedback License**”).
- d. License to Non-SPAR Applications. Customer hereby grants SPAR a worldwide, royalty-free, non-exclusive right and license to host, copy, use, transmit, and display any product, service and/or application and its program code that is licensed by, subscribed by, and/or owned by Customer (each a “**Non-SPAR Application**”) and that is used in connection with the Services. Without limiting the foregoing, Customer grants SPAR permission to allow the Non-SPAR Application and its provider to access Customer Data and information about Customer’s usage of the Non-SPAR Application as appropriate for the interoperation of that Non-SPAR Application with the Services. Customer agrees that SPAR does not warrant or support Non-SPAR Applications or other non-SPAR products or services. Accordingly, SPAR is not responsible for any disclosure, modification or deletion of Customer Data resulting from SPAR’s or Customer’s access or use of any Non-SPAR Application.
- e. Integration of Features with Non-SPAR Applications. The Services may contain features designed to interoperate with Non-SPAR Applications (“**Features**”). Since SPAR does not have control over the Non-SPAR Applications, SPAR cannot guarantee the continued availability of the Features, and accordingly, SPAR may cease providing Features without entitling Customer to any refund, credit, or other compensation.
8. Confidential Information. Each Party (the “**Recipient**”) acknowledges that, in connection with this Agreement, the Recipient might be making use of or acquiring the Confidential Information of the other Party (the “**Discloser**”). For purposes of this Agreement, “**Confidential Information**” shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value; and/or (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential. Customer’s Confidential Information, includes, without limitation, the Customer Data. SPAR’s Confidential Information, includes, without limitation, the SPAR IP. Notwithstanding the foregoing, Confidential Information shall exclude any information that: (i) is required by any court or government authority with competent jurisdiction; (ii) is generally and freely publicly available through no fault of the Recipient; or (iii) can be shown to have been independently originated by the Recipient. The Recipient acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Except

as otherwise expressly permitted by this Agreement and/or as needed to perform the Services, the Recipient agrees that at all times during and after the Term that the Recipient shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by the Recipient who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Recipient as a result of the performance of this Agreement, and the Recipient shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information for any purpose other than performing its obligations under this Agreement.

9. **Free Services.** SPAR may make some Services available to Customer free of charge (“Free Services”). Customer’s use of Free Services is subject to the terms and conditions of this Agreement. Free Services are provided to Customer up to certain limits in the sole discretion of SPAR. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that SPAR, in SPAR’s sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of the Free Services may be without prior notice, and Customer agrees that SPAR will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if SPAR terminates Customer’s account, except as required by law, SPAR will provide Customer a reasonable opportunity to retrieve its Customer Data. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPAR AND/OR SPAR’S OWNERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND/OR ANY OF THE FOREGOING’S RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY CLAIMS AND/OR DAMAGES, RELATING TO OR ARISING FROM FREE SERVICES, IN EXCESS OF US\$1,000.00.

10. **Standard Support.** SPAR will provide Customer with email support for current releases of the Services. SPAR will investigate issues reported by Customer promptly. Customer agrees to provide adequate information to SPAR to assist in the investigation and to confirm that any problems have been resolved. SPAR targets a support case response time of twenty-four (24) hours or less during weekdays, excluding holidays. Customer can also choose to purchase a premium support package from SPAR for an additional fee.

11. **Updates to Services.** SPAR will, from time to time, update Services that it deems necessary, and will include such updates, free of charge, in the Services, during the Subscription Periods subject to Customer’s payment of all fees. Customer may self-deploy such updates or separately engage SPAR’s professional services to assist with such updates.

12. **Force Majeure.** Except with respect to Customer's obligation to make timely payments hereunder, neither Party shall be held liable for any delay or failure in performance to the extent that such delay or failure is caused by any cause beyond its reasonable control.

13. **Independent Contractor.** Each Party shall act as an independent contractor with respect to this Agreement, and not as an employee, agent or representative of the other Party.

14. **Non-Hiring of Employees/Contractors.** Neither Party shall, during the Term and for two (2) years thereafter, hire any employee or any contractor of the other Party that provided or participated in the Services, without the advance written consent of the other Party.

15. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTIES REGARDING THE SERVICES AND/OR THE SPAR IP THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND THE SPAR IP ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SPAR DOES NOT WARRANT THAT THE SERVICES OR THE SPAR IP WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE SERVICES OR THE SPAR IP WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Infringement Indemnity by SPAR. SPAR agrees to indemnify, hold harmless, and defend Customer from and against any third-party claim made or brought against Customer alleging that Customer’s use of any SPAR IP infringes or otherwise violates such third-party’s valid United States patent, trade secret, copyright, trademark or other intellectual property right, provided that Customer provides SPAR with: (i) written notice of such claim within ten (10) days of Customer being notified of such claim; (ii) reasonable cooperation with and assistance to SPAR in the defense and settlement of such claim; and (iii) sole control over the defense and settlement of such claim (collectively, a “**SPAR Infringement Claim**”). In the event of a SPAR Infringement Claim or if SPAR believes a SPAR Infringement Claim is likely, SPAR may, at SPAR’s option and expense and as full and complete satisfaction of SPAR’s obligation to Customer with respect to such SPAR Infringement Claim: (i) modify the infringing or violating portion of the SPAR IP so as to make them non-infringing, while maintaining substantially similar functionality; (ii) replace the infringing or violating portion of the SPAR IP with a non-infringing and/or non-violating product having substantially similar functionality; (iii) obtain, on economically reasonable terms, the right for Customer to continue using the infringing or violating portion of the SPAR IP, or (iv) if the previous resolutions are unavailable, terminate this Agreement. Notwithstanding anything in this paragraph to the contrary, SPAR shall have no obligation with respect to any SPAR IP if such claim results from or arises out of: (i) Customer’s continued use of the infringing or violating SPAR IP after receipt of written notice from SPAR to cease using the SPAR IP, or after Customer receives a remedy required to correct the infringing or violating SPAR IP; (ii) modifications to the SPAR IP without SPAR’s written approval made by any party other than SPAR; (iii) any combination of the SPAR IP with any other products, processes, or materials not provided or approved in writing by SPAR; (iv) Customer’s use of the SPAR IP other than in accordance with the terms of this Agreement; and/or (v) any SPAR IP developed from or in accordance with specifications or directions provided by Customer. THIS PARAGRAPH STATES AND SETS FORTH THE ENTIRE LIABILITY OF SPAR, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE SPAR IP.

17. Infringement Indemnity by Customer. Customer agrees to indemnify, hold harmless, and defend SPAR from and against any third-party claim made or brought against SPAR alleging that any of the Customer Data, any of the SPAR IP developed from or in accordance with specifications or directions provided by Customer, or Customer’s use of the SPAR IP in a manner other than authorized by this Agreement, infringes or otherwise violates such third-party’s valid United States patent, trade secret, copyright, trademark or other intellectual property right.

18. Export Compliance. Customer represents and warrants that the SPAR IP will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist-supporting" country, and neither

Customer nor any Authorized User is listed on any U.S. Government list of prohibited or restricted parties.

19. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY AND/OR EITHER PARTY'S OWNERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND/OR ANY OF THE FOREGOING'S RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY CLAIMS AND/OR DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS AND/OR DAMAGES, IN CONNECTION WITH: ANY PRODUCTS AND/OR SERVICES PROVIDED BY A THIRD-PARTY; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES; ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF USE, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS; ANY MATTERS BEYOND A PARTY'S REASONABLE CONTROL; AND/OR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE APPLICABLE EVENT GIVING RISING TO THE APPLICABLE CLAIM.

20. Binding on Successors and Assignment. This Agreement shall be binding upon the Parties and each of their respective successors and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of SPAR.

21. Amendment. This Agreement may only be amended by the written mutual consent of all Parties to this Agreement.

22. Choice of Forum & Law & Payment of Attorney Fees & Time to Bring Litigation. This Agreement is made in the State of Georgia. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding ("**Litigation**") arising out of or in any way related to this Agreement shall be brought in any state or federal court within the State of Georgia to the exclusion of all other jurisdictions and venues. For any Litigation, in which a Party prevails over another Party, the reasonable attorneys' fees, courts costs and Litigation expenses incurred by the prevailing Party in connection with such Litigation shall be paid for or reimbursed by the non-prevailing Party. ANY LITIGATION BROUGHT BY CUSTOMER AGAINST SPAR MUST BE INSTITUTED WITH ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR BE DEEMED FOREVER WAIVED AND BARRED.

23. Notices. All notices under this Agreement shall be in writing (except where otherwise stated) and shall be addressed to the address set forth herein or to such other address as either Party may designate by notice pursuant hereto. Such notices shall be deemed to have been given when received.

24. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be electronically or manually signed and then transmitted electronically, by facsimile, and/or by email in .pdf format,

or may be signed by clicking an icon or checking a box on SPAR's webpage, and the effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all Parties.

25. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be unenforceable in any respect, such provision shall be modified to be made enforceable, or if that is not possible, this Agreement will be construed as if such provision had never been contained herein.

26. Entire Agreement. Each Order Form, and any exhibits to this Agreement, are hereby incorporated into this Agreement by reference. In the event of any conflict between an Order Form and the other portions of this Agreement, the other portions of this Agreement shall govern and control. This Agreement, including the Order Form and any exhibits, collectively embodies the entire agreement between the Parties with respect to the subject matter contained herein, the Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to in this Agreement. This Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the subject matter contained herein. No terms or conditions of any purchase order shall be binding upon a Party unless it is set forth in a written instrument which is signed and delivered on behalf of such Party. If Customer issues a formal purchase order in connection with this Agreement, such purchase order must not add any conflicting or additional terms or conditions to those set forth in this Agreement, and such conflicting or additional terms will be null and void and of no force or effect.

27. No Waiver. Any failure by a Party to enforce or exercise any provision of this Agreement or related rights shall not constitute a waiver of that right or provision.

28. Survival. Notwithstanding the termination of this Agreement, Sections 2 through 9, and Sections 12 through 28, of this Agreement, shall survive the termination of this Agreement, as well as any other provisions of this Agreement that should logically survive termination.