



**SPARKFLOWS INC.
MASTER SOFTWARE LICENSE AGREEMENT**

This Master Software License Agreement (this "Agreement") is entered into by and between **Sparkflows Inc.** ("Sparkflows") and **Customer**.

1. Definitions. For the purposes of this Agreement, including exhibits hereto, the following terms will have the following meanings:

1.1 "Sparkflows Software" means Sparkflows software components built and referred to in this document.

1.2 "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.3 "Node" means any computer apparatus, which is part of the Apache Spark cluster and addressable by a unique network identifier such as a Fully Qualified Domain Name or Internet Protocol (IP) address.

2. Grants, Restrictions and Ownership.

2.1 Grants. Subject to the terms and conditions of this Agreement, Sparkflows grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to use the Sparkflows Products as identified in the applicable order form solely for Customer's internal purposes.

2.2 Restrictions. Except as otherwise expressly set forth in this Agreement, Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Sparkflows Products; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Sparkflows Products; (iii) use the Sparkflows Products, or allow the transfer, transmission, export or re-export of the Sparkflows Products or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (iv) disassemble, decompile or reverse engineer any of the Sparkflows Products; or (v) cause or permit any other party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the Sparkflows Products including copyright notices, or permit any other party to do so.

2.3 Ownership and Reservation of Rights. As between the parties and subject to Section 2.1, Sparkflows will own all right, title and interest in and to (i) the Sparkflows Software, (ii) all modifications to and derivative works of the Sparkflows Products made by Sparkflows, and (iii) any and all Intellectual Property Rights embodied in the foregoing. Sparkflows reserves all rights not expressly granted in this Agreement, and no licenses are granted by Sparkflows to Customer under this Agreement, except as expressly set forth in this Agreement.

3. Delivery and Support Services.

3.1 Delivery. Upon Sparkflows acceptance of Customer's Order Form, Sparkflows would provide binaries of each release for download.

3.2 Support. Sparkflows will use commercially reasonable efforts to provide the support and maintenance services as set forth in Exhibit A with respect to the Sparkflows Products (the "Support Services").

(i) Performance. Sparkflows will perform the Support Services in a professional manner using qualified and experienced personnel.

(ii) Cooperation. Customer will cooperate in good faith with Sparkflows in the performance of the Support Services including, but not limited to: (a) providing access to the Sparkflows Products licensed pursuant to this Agreement (and related systems); (b) providing assistance with break-fix issues related to the installation, upgrade (when and if available), and configuration of the Sparkflows Products; (c) ensuring that the Sparkflows Software is configured correctly (d) providing any reasonably requested assistance and information; and (e) allowing Sparkflows to audit the amount of Nodes where Sparkflows Products are installed on a quarterly basis.

(iii) Support Contacts. Customer will ensure that its personnel who contact Sparkflows are: (a) knowledgeable about the operation of the Sparkflows Products and the hardware on which the Sparkflows Products are installed; and (b) qualified and trained with respect to the Sparkflows Products.

(iv) Supported Versions. Sparkflows will provide support on the versions of Sparkflows Products according to the Support Lifecycle Policy of Sparkflows.

(v) Exclusions. The Support Services do not include: (a) the installation or removal of the Sparkflows Products; (b) initial or additional use case design; (c) architecting custom solutions or performance tuning; (d) architectural design reviews; (e) visits to Customer's site; or (f) training. Sparkflows has no obligation to correct any problems with the Sparkflows Products or any issues resulting from: (w) use of the Sparkflows Products not in accordance with the license agreement or the user documentation applicable thereto; (x) defects or errors in any program or program version not specified by Sparkflows as Sparkflows Products; (y) defects or errors in any hardware; or (z) any acts or omissions of Customer and/or any third party.

4. Financial Considerations.

4.1 Payments. Customer shall pay to Sparkflows the total fees due for the applicable Subscription period. Fees are due at the commencement of the Subscription period. The fees do not include taxes. Upon receipt of Customer's purchase order or order form, Sparkflows would invoice Customer and within 30 days of the date of invoice, Customer would pay the invoiced amount. Notwithstanding any terms to the contrary in this Agreement, Sparkflows, at its own discretion, may modify its pricing during any Subscription period and such pricing changes would be effective as of the directly subsequent Subscription period.

4.2 Payment Terms. All payments due under this Agreement will be made: (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by Sparkflows; and (ii) in U.S. Dollars. Customer will pay any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the Sparkflows Products and the provision of the Support Services under this Agreement, and any costs associated with the collection or withholding thereof, including penalties and interest.

5. Confidentiality and Publicity.

5.1 Confidentiality. "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is clearly identified as Confidential Information at time of disclosure. The Receiving Party will, during the term of this Agreement and for three years thereafter, maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party: (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement; and (ii) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or consultants have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure and non-use obligations contained in this Section 5. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice



of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.

5.2 Publicity. The parties may agree from time to time to collaborate on any or all of the following co-marketing deliverables: inclusion of Customer's name and logo on Sparkflows's web site and public customer lists; publication of a press release describing Customer's election to use the Sparkflows Products; and/or publication of a written or video success story, describing Customer's use of the Sparkflows Products. Sparkflows will not publish any deliverables without Customer's express prior written approval, which may for the purposes of this section only be provided via email.

6. Warranty and Disclaimer.

6.1 General Representations and Warranties. Each party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the person signing this Agreement (or an Order Form adopting this Agreement) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.

6.2 Software Warranty. Sparkflows represents and warrants that for a period of thirty (30) days following initial delivery (the "Warranty Period"), the Sparkflows Products will perform in all material respects in accordance with the applicable documentation as provided by Sparkflows at <https://www.sparkflows.io/documentation>. Customer must notify Sparkflows of any non-conformance with this warranty during the Warranty Period, and Sparkflows will either (i) repair the Sparkflows Product such that it conforms to the warranty, (ii) replace the Sparkflows Product with an equivalent product that conforms to the warranty, or, if neither (i) nor (ii) is reasonable or practicable, as Sparkflows's sole obligation and Customer's exclusive remedy for breach of warranty, Customer may return the Sparkflows Products and Sparkflows will refund any fees paid for such defective Sparkflows Products for the Period in the initial Order.

Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN SECTION 6.1 AND 6.2, SPARKFLOWS AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SPARKFLOWS PRODUCTS, THE THIRD PARTY SOFTWARE, AND/OR THE SUPPORT SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SPARKFLOWS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. SPARKFLOWS AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SPARKFLOWS PRODUCTS AND THE THIRD PARTY SOFTWARE BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

7. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR CLAIMS ASSERTING NON-PAYMENT OF FEES OWED, INDEMNIFICATION OBLIGATIONS BREACH OF CONFIDENTIALITY OBLIGATIONS OR LOSSES FROM BREACH OF DATA SECURITY OR PRIVACY, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SPARKFLOWS UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

8. Term and Termination.

8.1 Term. The initial term of the Agreement shall be for (3) years beginning on the Effective Date. Thereafter this Agreement shall be automatically renewed for additional consecutive one (1) year terms unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the renewal date of its intent not to renew.

8.2 Termination. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Customer reserves the right to terminate this agreement for convenience.

8.3 Effect of Termination. Upon any expiration or termination of this Agreement: (i) all rights and licenses granted to Customer under this Agreement will immediately terminate; and (ii) each of Customer and Sparkflows will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of Confidential Information, at the other party's sole discretion and direction, provided, however, that each party may retain sufficient copies of the Confidential Information of the other party solely as may be required for compliance with applicable quality assurance requirements, which requirements may not include any dissemination to third parties without the prior consent of the Disclosing Party.

9. General Provisions.

9.1 Entire Agreement and Conflicts. This Agreement, and all exhibits to this Agreement, all of which are incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, including any Customer purchase order, with respect to such subject matter and all past dealing or industry custom.

9.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

9.3 Diagnostics and Reporting. Customer acknowledges that the Sparkflows Software may contain a diagnostic functionality as its default configuration. The diagnostic function would collect configuration files, node count, software versions, log files and other information regarding Customer's environment, and report that information to Sparkflows in order for Sparkflows to more quickly understand Customer's environment when working support cases. While Customer may elect to change the diagnostic function in order to disable regular automatic reporting or to report only on filing of a support ticket.

9.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Sparkflows, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Sparkflows may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement with the written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

9.5 Third Party Software. Notwithstanding any terms to the contrary in this Agreement, Customer acknowledges and agrees that: (i) the Sparkflows Products contain Third Party Software; and (ii) Customer agrees that, in addition to the terms of this Agreement, its use is further subject to the terms of such third-party licenses applicable to the Third-Party Software. Further, Customer hereby acknowledges that such third-party suppliers disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or Customer's use or inability to use the same.

9.6 Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this Agreement will be binding on a party unless made in writing, clearly understood by the parties

to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. Except as otherwise expressly set forth herein, all rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

9.7 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by email to a confirmed address identified in an Order Form, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on an Order Form to this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

9.8 Force Majeure. Except for payments, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

9.9 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

9.10 Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles to the contrary. The parties agree that the venue for any dispute, obligation or action of any kind arising under this Agreement will be in the state or federal courts located in the County of Santa Clara, California, and the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts of the state of California for any dispute, obligation or action hereunder and agree not to commence or prosecute any suit, proceeding or claim hereunder, except in such courts.

9.11 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

9.12 Counterparts. This Agreement may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties by exchange of signature pages by tele copier, facsimile or email.

10. Professional Services Package.

10.1 Sparkflows also provides professional services on a need basis.

10.2 Customer is interested in purchasing professional services for specific needs, which the SOW will cover.

10.3 The professional services will have a Start Date and End Date. Generally, it will be renewed on yearly basis on prior approval from the Customer. Renewal request or additional purchase of professional services request will be carried out by new SOWs.

10.4 The rates and the Fee details will be mentioned in the SOWs.



EXHIBIT A
SERVICES AND SUPPORT

1. Definitions

“Business Day” means Monday through Friday (Licensee Local Time), excluding federal holidays observed by Sparkflows found at

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=2025>

“Business Hours” means 9:00 a.m. to 5:00 p.m. (Customer Local Time) on Business Days.

“Support Contact” means designated Licensee personnel with Sparkflows Support Portal accounts and knowledge of running Sparkflows Products.

“Supported Cluster” means clusters running Sparkflows Products subject to this Agreement.

2. Support

Customer would create a case via the Sparkflows support portal to request information regarding the use, configuration or operation of the Sparkflows Products running on any Supported Cluster. Technical support services are relegated to break/fix issues on Sparkflows Products. Technical Support services include access to Sparkflows Support Portal and Knowledge base and response to break/fix questions pertaining to:

- Operational support for running Sparkflows Products, including:
 - Best practices for running Sparkflows Products.
 - Identifying, diagnosing and fixing errors in Sparkflows Products.
- Problem diagnosis and resolution, including:
 - Problem isolation and diagnosis of errors in the Sparkflows Products
 - Patches and workarounds to fix bugs in the Sparkflows Products

When reporting a problem or issue, Support Contact must provide the following information:

- (a) a description of the problem.
- (b) the step-by-step process to reproduce the problem.
- (c) the error messages associated with the problem.
- (d) any additional data available or required as determined by Sparkflows, including, but not limited to stack traces, configuration settings and related information; and
- (e) information necessary to classify the priority of the problem. Sparkflows will classify all problems in good faith according to the following priority levels.

CASE PRIORITY DEFINITIONS			
CASE PRIORITY	SPARKFLOWS RESPONSIBILITIES	LICENSEE’S RESPONSIBILITIES	DEFINITION
P1	Resources dedicated Monday through Friday during customer’s local business	Designated resources that are available Monday through Friday during customer’s local business hours. Ability to	Total loss or continuous instability of functionality or inability to use a feature on a production

	hours until a resolution or workaround is in place.	provide necessary diagnostic information.	system. Development systems do not apply here. Inability to use a feature or functionality that is currently relied upon for production functionality.
P2	Resources available Monday through Friday during local business hours until a resolution or workaround is in place	Resources available Monday through Friday during local business hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	Performance degraded or severely limited but not causing a total loss of functionality. Inability to deploy a feature that is not currently relied upon in a production environment.
P3	Resources available Monday through Friday during local business hours until a resolution or workaround is in place	Resources available Monday through Friday during local business hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	General questions. Workaround in place for Priority 1 and Priority 2 issues.
P4	Solid understanding of the customer request documented in our systems for review by Product Marketing	Use cases for the feature request and specifics on requested functionality	Feature Requests

SUPPORT SLA (DEVELOPMENT CLUSTER)		
CASE PRIORITY	INITIAL RESPONSE TARGET	UPDATE FREQUENCY TARGET
P1	Within 1 business day	Updated every business day
P2	Within 2 business days	Updated every business day
P3	Within 2 business days	Updated every business day
P4	Within 3 business days	N/A, feature request

SUPPORT SLA (PRODUCTION CLUSTER)		
CASE PRIORITY	INITIAL RESPONSE TARGET	UPDATE FREQUENCY TARGET
P1	Within 4 business hours	Updated every 4 hours
P2	Within 8 business hours	Updated every 8 hours
P3	Within 1 business day	Updated every business day
P4	Within 3 business days	N/A, feature request

If Sparkflows provides a workaround that corrects the problem, the priority level of the support case will be reduced to priority 3.

Initial Response is satisfied with either an inbound licensee phone call answered, a phone call placed to



the licensee or a public comment to the case where Customer is also notified in writing, with an action plan on the initial steps required to begin the problem resolution process. Given the heightened urgency around Priority 1 and 2 cases, this will often include an invitation to participate in a screen share session to shorten time to problem isolation.

Sparkflows Support acknowledges that customer satisfaction is often heavily influenced by the time it takes to get to a resource capable of debugging a reported issue. To that end, Sparkflows Support resources have skills which often include:

- Big Data experience
- Cloud experience
- Sparkflows experience