



SparkLearn® License Agreement

PLEASE READ THIS CONTRACT CAREFULLY. THIS IS A LEGALLY BINDING LICENSE AGREEMENT BETWEEN THE LICENSEE AND SPARKLEARN, INC., AS THE LICENSOR. THE SOFTWARE IS LICENSED FOR USE ONLY PURSUANT TO THE TERMS SET FORTH HEREIN. YOU AGREE THAT THIS AGREEMENT IS FULLY ENFORCEABLE AGAINST THE LEGAL ENTITY YOU REPRESENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THESE TERMS, DO NOT USE THE SOFTWARE.

IF YOU ARE ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ACT FOR AND TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

THIS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between SparkLearn, Inc., a Delaware corporation, ("SparkLearn") as Licensor whose principal place of business is 201 Southwest Adams Street, Peoria, Illinois 61602, and the Licensee, either by online acceptance on the SparkLearn website or by signature, ("Licensee") (individually "Party" or collectively "Parties").

This Agreement offers a free plan of the SparkLearn Software with limited features ("Unpaid Plan") and paid plans with additional features or functionality, available for purchase ("Paid Plans").

The Parties agree as follows:

1. Definitions.

1.1 "Contact Information" means name, job title, email address, phone number, and any other contact information of any individual provided to SparkLearn by the End User or Licensee.

1.2 "Content" means any and all training materials, educational materials, presentations, examples, testing materials, video clips, questions, answers, and other information provided by Licensee or its end users and included in the Software, including, the voices, appearances, pictures, images, diagrams, likenesses, photographs, silhouettes, and other reproductions of the physical likenesses and sounds appearing in the Content.

1.3 "Data" means tools and data used in the Content, such as logos, trademarks, Content, analysis of questions and answers, testing results, feedback, and communications among End Users, as contained in the Software. Data does not include Contact Information.

1.4 “Documentation” means any standard user, operations, and training manuals or materials that SparkLearn makes available to its licensees generally in connection with the Software.

1.5 “End Users” means individuals that access and utilize the Software under this Agreement with Licensee and such user’s support staff.

1.6 “Enhancements” means improvements, updates, fixes, or upgrades which offer enhancements to the functionality, performance, or reliability of the Software and that are made available by SparkLearn to its licensees generally; provided, however, that Enhancements shall not include any new platforms, modules, or other software that SparkLearn may develop from time to time, which are generally licensed separately by SparkLearn.

1.7 “Group” means the group of individual End Users that will be using a particular training or course and for which Licensee has paid in full any amounts owed under this Agreement.

1.8 “Intellectual Property Rights” means any rights under any patent (including patent applications and disclosures), copyright, trademark, trade secret, or other intellectual property right recognized in any country or jurisdiction in the world.

1.9 “Software” means SparkLearn’s professional training, product education, communication, and management system software marketed as “SparkLearn” including the customer interface, related Documentation, and any Enhancements provided by SparkLearn to Licensee in SparkLearn’s sole discretion.

1.10 “Statistical Data” means the aggregate performance and use statistics for End Users collectively or as a Group.

1.11 “Term” means the period of time from the Effective Date until the last day that Licensee’s Content is available for use by its End Users through the Software unless earlier terminated as provided in this Agreement.

1.12 “User Information” means information concerning any End User provided by the Licensee or the End User to SparkLearn directly or through the Software.

1.13. “Plan” means the learning solution plan chosen.

1.13.1 “Unpaid Plan” means the free Essential Plan of SparkLearn with limited access to associated Essential Plan features for up to ten (10) End Users.

1.13.2. “Essential Plan” means the paid plan of SparkLearn with access to the associated Essential features or functionalities for 11 - 250 End Users. The initial 30-days are free.

1.13.3 “Premium Plan” means the paid plan of SparkLearn with access to associated Premium features or functionalities for 11 - 1,000 End Users. The initial 30-days are free.

1.13.4 “Enterprise Plan” means the paid plan of SparkLearn with access to associated Enterprise features or functionalities for an unlimited number of End Users.

2. Licenses.

2.1 Software License Grant to Licensee. The Software is the property of SparkLearn and is protected by copyright law. Subject to the terms and conditions of this Agreement, SparkLearn grants Licensee a non-exclusive and non-transferable license to access, use, download, and install, as applicable, the Software by up to the number of End Users’ computers and mobile devices as specified in the Scope of Work attached hereto and incorporated herein, as may be modified by the Parties from time to time (“Scope of Work”) for the Term of the Agreement. In the absence of an attached Scope of Work, the Plan details, user limits, features, and any pricing referenced in the current version of the SparkLearn website as of the Effective Date shall serve as the Scope of Work. SparkLearn retains the right to update website information periodically, and such updates will apply to existing agreements, new agreements or renewals unless otherwise agreed in writing by both Parties. Licensee may not sublicense the Software to any third party without prior written consent from SparkLearn. Licensee may grant to the specified number of End Users the right to access and use the Software but only subject to the terms and conditions provided herein. No right, title, or interest in the Software is granted to Licensee or End User except as expressly stated in this Agreement.

2.1.1. Unpaid Plan. SparkLearn grants Unpaid Plan End Users a limited, non-exclusive, non-transferable license to access and use a basic plan of the Software without charge.

2.1.2. Essential Plan. SparkLearn grants a non-exclusive, non-transferable license to access and use the Essential Plan of the Software and the associated functions and features, as per the payment terms described in Section 3.

2.1.3 Premium Plan. SparkLearn grants a non-exclusive, non-transferable license to access and use the Premium Plan of the Software and the associated functions and features, as per the payment terms described in Section 3.

2.1.4 Enterprise Plan. SparkLearn grants a non-exclusive, non-transferable license to access and use the Enterprise Plan of the Software and the associated functions and features, customer support and enhancements, as per the payment terms described in Section 3.

2.2 Grants to SparkLearn. Subject to this Agreement, Licensee grants the following license rights to SparkLearn:

(i) Content: the non-exclusive, royalty-free right to use, reproduce, transmit, display, exhibit, comment on, modify, and create derivative works from Licensee's Content, in whole or in part, for the purpose of (a) enabling End Users to use the Software during the Term; (b) quality assurance, Software improvement, and as an example of the Software's functionality by SparkLearn internally and with SparkLearn's employee's agents, distributors, independent contractors, and others who are bound by a duty of confidentiality; and (c) creating examples of the Software's use based upon redacted or modified versions of the Content for promotional, marketing, publicity, training, or other purposes provided the Licensee's confidential information is protected. The rights to use the Content above shall be perpetual in all media formats and channels now known or hereafter devised and without further notice to, or permission from, Licensee, with or without attribution and without any royalty or payment obligations, which rights in this subsection shall survive any termination or expiration of this Agreement.

(ii) Data: the non-exclusive, royalty-free right to all Intellectual Property Rights of Licensee in the Data, to use Licensee's Data for the purpose of enabling End Users and other third parties to use the Software during the Term, and for the analysis and use to establish the effectiveness of the Software.

(iii) User Information: the non-exclusive, royalty-free, and perpetual right to all Intellectual Property Rights of Licensee in the User Information, to use the User Information in connection with the Software, and to use the User Information otherwise in connection with the Content.

(iv) Statistical Data: the non-exclusive, royalty-free and perpetual right to all Intellectual Property Rights of Licensee to use the Statistical Data in any manner in connection with the Content and for the analysis of and to establish the effectiveness of the Software.

(v) Hosting: without limiting the above, SparkLearn may sublicense the rights in this Section during the Term as necessary to enable any third party to host the Software.

2.3 Ownership. Except for the licenses provided in this Section, as between SparkLearn and Licensee (i) SparkLearn owns all Intellectual Property Rights in the Software, SparkLearn's marks and business model, the Software's algorithms and process, Feedback (as defined below), and any other rights not expressly granted to Licensee herein and (ii) Licensee owns all Intellectual Property Rights in the Content, Data, and Statistical Data not expressly granted to SparkLearn herein. No other licenses are granted.

2.4 Restrictions. Nothing in this Agreement obligates SparkLearn to deliver or make available any copies of computer programs or code from the Software to the Licensee, whether in object code or source code form. Licensee agrees to use the Software only in compliance with all applicable local, state, national, and international laws, rules, and regulations. Licensee and its End

Users may not copy, sell, assign, sublicense, grant a security interest in, or otherwise transfer the Software to any third party. Licensee and its End Users may not use the Software to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, threatening, hateful, contains viruses, or is otherwise objectionable as reasonably determined by SparkLearn. Licensee and its End Users may not use the Software for any fraudulent or inappropriate purpose. Licensee and its End Users will not modify, create derivative works from, disassemble, decompile, reverse engineer, or use any other means to discover or extract the Software's source code. Licensee and its End Users may not remove, obscure, or alter any of the Terms of Service or any links to or notices of those terms, or any logos, copyright, trademark, or other proprietary rights notices. SparkLearn shall have the right to immediately terminate the foregoing license upon any breach (including any attempted and/or threatened breach) of the requirements of this Agreement.

2.5 Modifications. SparkLearn reserves the right, in its sole discretion, to modify, add, or remove portions and/or functionality of the Software on a temporary or permanent basis when it sees fit, without liability to Licensee or its End Users.

3. Payment.

3.1. Unpaid Access. No fees are charged for Unpaid Plan End Users under the Unpaid Plan. However, SparkLearn reserves the right from time to time, to impose other restrictions on the Software for Free Users which will be communicated to the customers.

3.2. Paid Access. All fees are payable in advance and are non-refundable in the event of any cancellation. SparkLearn reserves the right to delay commencement, terminate, or limit Licensee's use of the Software at any time without notice to Licensee in the event payment has not been received by the date due. Licensee is responsible for all costs and expenses related to the installation and use of the Software on End User's devices (e.g., mobile devices, laptops, and any other equipment).

3.2.1 Essential and Premium Plans. For Licensees selecting the Essential or Premium Plans, the features, user limits, and pricing displayed on the SparkLearn website as of the Effective Date shall govern Licensee's use of the Software under this Agreement. Licensee agrees to pay SparkLearn the license fees for the Essential and Premium Software on a per-user, per-Term basis as set forth on the website. Additional users beyond the upper limit specified for each plan may be added and/or the Term of the Agreement may be extended upon payment by Licensee of the applicable additional licensing fee as indicated on the website.

3.2.2 Enterprise Plan. For Licensees selecting the Enterprise Plan, the features, user limits, and pricing shall be as specified in an attached Scope of Work, which is incorporated herein by reference. Licensee agrees to pay the license fees on a per-user, per-Term basis as outlined in the Scope of Work. Additional users or Term extensions may be added by contacting SparkLearn and upon payment of the applicable additional licensing fee.

3.3. Unpaid Plan Licensees may upgrade to a paid License at any time during the Term by paying the applicable fees and agreeing to the additional terms.

4. Term and Termination.

4.1 Agreement Term. The Agreement shall commence upon the Effective Date and will continue until it terminates as specified below or expires at the end of the period specified in the Agreement or at a later expiration date, if the Agreement is extended by written agreement of the Parties and payment by Licensee of any additional license fee required.

4.2 Cancellation and Termination. Licensee may provide notice of cancellation of the use of the Software by the Group, specific End Users, or this entire Agreement, at any time prior to the expiration of the Term. Upon such cancellation, Licensee shall not be entitled to any refund of prepaid fees unless otherwise agreed by the Parties in writing, and all Licensee access to the Software will cease on the expiration date.

4.2.1 SparkLearn's Right to Terminate for Breach. SparkLearn may terminate this Agreement if Licensee fails to make a required payment or otherwise materially breaches any term of this Agreement. In the event of termination due to Licensee's nonpayment or a material breach, Licensee shall promptly cease all use of the Software, uninstall the Software from all Licensee and End User devices, and destroy or return any copies of the Software in Licensee's possession.

4.2.2 Termination for Unpaid Plan. For Licensees using the Unpaid Plan of the Software, SparkLearn reserves the right to terminate the Free License at any time, with or without notice, for any reason. Reasons for termination may include, but are not limited to, misuse of the Software, non-compliance with the terms of this Agreement, or any other conduct that SparkLearn, at its sole discretion, deems unacceptable.

4.3 Use After Termination. Upon termination or expiration, other than in instances where the Agreement is terminated by SparkLearn for Licensee's nonpayment or violation of Section 2, Licensee will continue to have the ability to download existing Data, Statistical Data, and Content for sixty (60) days after the effective date of the expiration or termination of the Agreement. After said sixty (60) days or if the Agreement is terminated due to Licensee's nonpayment or violation of Section 2, SparkLearn shall have no obligation to maintain any Data or Content and may thereafter, unless legally prohibited, delete all Licensee's Data, Statistical Data, and Content contained on SparkLearn's servers or otherwise in its possession or under its control.

5. Confidentiality.

Licensee acknowledges and agrees that the Software and any service provided in connection with it contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. Licensee further acknowledges and agrees that most aspects of the Software are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws with all rights reserved to SparkLearn. Visual elements of the Software are

protected by trade dress and other laws and may not be copied or imitated in whole or in part. Consequently, except as expressly authorized by SparkLearn or other proper third-party rights holders, Licensee agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software or content accessed through the Customer Interface, in whole or in part.

Each Party (“Receiving Party”) may be provided or have access to confidential, protected, and proprietary information (“Confidential Information”) of the other party (“Disclosing Party”). Receiving Party agrees that it will exercise due care to not disclose Confidential Information to third parties or use it in any way except as set forth herein without the consent of the Disclosing Party. Receiving Party will take any actions reasonably necessary to protect the confidentiality of the Confidential Information. Confidential Information shall specifically include any proprietary information, technical data, trade secrets, or know-how of the Parties, including, but not limited to, research, product plans, and proprietary information concerning products and services, pricing, or other business or technical information along any information that is designated to be confidential or proprietary or which reasonably appears to be confidential or proprietary; and the Content, Data, and User Information of Licensee or End User not otherwise authorized for release herein. Confidential Information will not include any information that is specifically authorized by Licensee for disclosure to third parties pursuant to this Agreement; already known, independently developed, or discovered by the Receiving Party without obligation of confidence; is or becomes available to the general public without breach of this Agreement; is disclosed to the Receiving Party by a third party not known to have an obligation of confidentiality; or is disclosed under operation of law.

6. Data Security.

6.1 Data Security Commitments by SparkLearn. SparkLearn is committed to implementing and maintaining commercially reasonable data security measures to protect Licensee’s data, including Data, Statistical Data, and User Information (collectively, “Licensee Data”). The Software is hosted on Amazon Web Services (AWS), which provides a secure and compliant infrastructure for data storage and processing. SparkLearn will leverage AWS’s security protocols and infrastructure to help safeguard Licensee Data from unauthorized access, disclosure, and alteration. Such measures include, but are not limited to:

- Data Encryption: All Licensee Data will be encrypted both in transit and at rest using industry-standard encryption methods.
- Access Controls: Access to Licensee Data is restricted to authorized personnel only, and is protected by multi-factor authentication, role-based access, and audit logging.
- Regular Security Audits: SparkLearn will conduct periodic security audits and vulnerability assessments of the Software environment to identify and address potential security risks.
- Backup and Recovery: SparkLearn maintains regular data backups and disaster recovery procedures within the AWS environment to ensure continuity and minimize data loss.

6.2 Licensee Responsibilities. Licensee is responsible for maintaining the security of access credentials, including passwords, for all End Users accessing the Software. Licensee shall notify SparkLearn immediately if it becomes aware of any unauthorized access to the Software or Licensee Data. Licensee agrees to follow best practices regarding password management and

access controls and shall ensure that End Users comply with any security policies SparkLearn provides.

6.3 Data Breach Notification. In the event of a data breach involving Licensee Data, SparkLearn shall notify Licensee promptly, and in any event, within seventy-two (72) hours of SparkLearn becoming aware of the breach, unless otherwise required by law. SparkLearn will provide Licensee with information regarding the nature and scope of the breach and the actions SparkLearn is taking to mitigate and remediate the effects of the breach. SparkLearn will cooperate with Licensee in addressing the breach and complying with any applicable legal requirements.

6.4 Compliance with Applicable Data Protection Laws. SparkLearn shall comply with all applicable data protection laws and regulations in relation to the collection, processing, and storage of Licensee Data. Licensee is responsible for ensuring its own compliance with such laws regarding its use of the Software and the management of End Users.

7. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPARKLEARN, ITS OWNERS, MANAGERS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS, AGENTS, OR OTHER RELATED PARTIES (“SPARKLEARN PARTIES”) BE LIABLE TO LICENSEE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST CONTENT, DATA OR STATISTICAL INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE SPARKLEARN PARTIES’ ENTIRE LIABILITY FOR ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE. The foregoing limitations will apply even if the above-stated warranty fails in its essential purpose.

8. Support.

SparkLearn will provide Licensee with the maintenance and support services for the Software indicated on SparkLearn’s website, subject to Licensee’s payment of the fees as set forth below.

9. Feedback.

All comments, information, questions, data, ideas, enhancement requests, recommendations, description of processes, or other information concerning the Software submitted to SparkLearn by Licensee, End Users, or their staff (“Feedback”) shall immediately become the exclusive property of SparkLearn. SparkLearn may use such Feedback for any purpose related to the Software or otherwise without further approval, acknowledgment, or attribution. Licensee and each End User hereby assign to SparkLearn all their rights in any Feedback in perpetuity.

10. Publicity.

SparkLearn may include on SparkLearn's website and in promotional materials references to Licensee's name, logo, marks, and usage of the Software. Licensee also agrees that SparkLearn may verbally reference Licensee as a customer of the Software. Subject to Licensee's prior consent, SparkLearn may prepare and utilize testimonials of a reasonable number of End Users. Licensee hereby grants to SparkLearn, and represents to SparkLearn that it may grant, a non-exclusive, non-transferable, royalty-free license for SparkLearn to make use of Licensee's name or logo on SparkLearn's website and in promotional materials (irrespective of the means or media). All such use shall inure to the benefit of Licensee, and SparkLearn shall have no implied right to any intellectual property of Licensee except as set forth in this Agreement. SparkLearn shall use its best efforts to comply with any use guidelines that Licensee provides to SparkLearn in writing; provided an inadvertent failure by SparkLearn to comply shall not be a breach of this Agreement.

11. Representations and Warranties.

11.1 Licensee's Representations. Licensee makes the following representations to SparkLearn: (i) the signatory to this Agreement and Licensee have the authority to enter into this Agreement and perform its obligations under this Agreement; (ii) Licensee has secured and will maintain any and all rights, consents and/or releases, including all Intellectual Property Rights, necessary to grant the licenses herein, including from any End Users or independent contractors; (iii) the Content and any Data incorporated into the Software by Licensee and SparkLearn in accordance with the terms of this Agreement do not violate, infringe upon, or misappropriate the Intellectual Property Rights, or any other right, of any third party; (iv) there are no existing or threatened claims or litigation which would materially adversely affect or impair Licensee's ability to perform under this Agreement; (v) Licensee has no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by SparkLearn of any of the rights herein granted; and (vi) Licensee has not sold, assigned, transferred, or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to SparkLearn.

11.2 SparkLearn's Representations. SparkLearn represents to Licensee that it has the authority to enter into this Agreement and perform its obligations under this Agreement.

11.3 Disclaimer of Warranties. THE SOFTWARE AND ANY ENHANCEMENTS ARE PROVIDED "AS IS." SPARKLEARN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH LICENSEE. SparkLearn makes no representations or guarantees regarding any third-party hardware, software, networking, storage, and related technologies required to run the Software.

12. SparkLearn Indemnification.

12.1 SparkLearn will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, and agents (collectively referred to in this section as “Licensee”) against any demand, proceeding, complaint, or lawsuit by a third party that is based upon a claim that the Software, as provided by SparkLearn to Licensee under this Agreement and used within the scope of this Agreement, infringes any U.S. patent or any copyright or misappropriates any trade secret (a “Claim”), and will pay any costs, damages and reasonable attorneys’ fees attributable to defend such a Claim incurred by Licensee, provided that Licensee: (i) promptly notifies SparkLearn in writing of the Claim; (ii) grants SparkLearn sole control of the defense and settlement of the claim; and (iii) provides SparkLearn with all assistance, information, and authority reasonably required for the defense and settlement of the Claim. Notwithstanding the foregoing, any and all of SparkLearn’s obligations under this Section 11 shall be limited to an amount equal to the total license fees paid to SparkLearn under this Agreement.

12.2 If Licensee’s use of any of the Software hereunder is, or in SparkLearn’s opinion is, likely to be enjoined due to a Claim, SparkLearn may, at its sole option and expense, (i) use commercially reasonable efforts to procure for Licensee the right to continue using such Software under the terms of this Agreement; or (ii) use commercially reasonable efforts to replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (iii) terminate Licensee’s rights and SparkLearn’s obligations hereunder with respect to such Software and refund to Licensee all fees paid for such Software for the then-current Term.

12.3 Notwithstanding anything herein to the contrary, SparkLearn will have no liability for any infringement or misappropriation claim of any kind to the extent that related to: (i) modifications to the Software made by a party other than SparkLearn; (ii) the combination, operation, or use of the Software or any other material licensed to Licensee hereunder with equipment, devices, software, or data not supplied by SparkLearn; or (iii) Licensee’s failure to apply and use an update provided by SparkLearn; (iv) Licensee’s breach of this Agreement; or (v) due to any action or inaction of Licensee.

12.4 THE INDEMNIFICATION PROVISIONS OF SECTION 11.1 AND THE REFUND PROVISIONS OF SECTION 12.2 SUBJECT TO THE EXCLUSIONS OF SECTION 12.3 SET FORTH SPARKLEARN’S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

13. Licensee Indemnification.

Licensee agrees to indemnify and hold SparkLearn, its affiliates, and their respective directors, officers, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Licensee’s actions or breach of this Agreement, including any representations and warranties set forth above. The indemnification provided in this section shall survive any termination or expiration of this Agreement.

14. Miscellaneous.

14.1 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

14.2 Severability. If any term, provision, or restriction contained in this Agreement or the accompanying exhibits is found to be invalid, illegal, or unenforceable, such term, provision, or restriction shall be modified to the minimum extent necessary in order to render it enforceable and the remaining provisions will remain in full force and effect, provided the essential terms and conditions of the Agreement for both Parties remain valid.

14.3 Notice. Any notice, demand, consent, approval, or other communication provided for in this Agreement shall be in writing and shall be deemed to have been properly given (i) if hand-delivered, upon receipt, or (ii) if delivered by overnight courier service, effective one (1) day after delivery to such courier service, or (iii) if deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, effective two (2) days after deposit in the U. S. Mail, addressed to the address of the Party as set forth below or to such other address as a Party may later specify in writing.

14.4 Expenses. Except as otherwise expressly provided herein, each Party to this Agreement shall pay the Party's own costs and expenses in connection with the transactions contemplated hereby. Notwithstanding the foregoing, all costs, expenses, and attorneys' fees incurred by the prevailing Party in any action to interpret or enforce the Party's rights under this Agreement will be paid by the non-prevailing Party.

14.5 Entire Transaction. This Agreement and the documents referred to herein contain the entire understanding between or among the Parties with respect to the transactions contemplated hereby and supersede all other documents and understandings between or among the Parties on the subject matter hereof. Any and all prior agreements, understandings, or representations not reflected in this Agreement are hereby canceled, rescinded, or disclaimed and are not to be relied on by the Parties.

14.6 Applicable Law and Jurisdiction. The substantive laws of the State of Illinois (not its conflict of law principles) shall govern all matters arising out of, or relating to this Agreement, and all transactions it contemplates, including without limitation the Agreement's validity, interpretation, construction, performance, and enforcement. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought by the Parties only in the courts of the State of Illinois, County of Tazewell, or, if it has or can acquire jurisdiction, in the United States District Court for the Central District of Illinois, and each of the Parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

14.7 Export Regulations. Licensee understands that SparkLearn is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State,

which prohibit export or diversion of certain technical products to certain countries. Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo.

14.8 Assignment/Successors. Neither Party may assign the Party's rights or obligation under this Agreement, except as specified herein, without the other Party's prior written consent. This Agreement shall be binding and enforceable against, and shall inure to the benefit of the Parties and their respective legal representatives, successors in interest, and assigns. This Agreement shall not be for the benefit of or be enforceable by any person, firm, or entity other than the Parties, their successors, heirs, and permitted assigns, and there are no third party beneficiaries hereof.

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

14.10 Execution of the Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, e-mail, or other electronic means shall be deemed to be effective as the Party's original signatures for all purposes.

14.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.