

BLUSPARK GROUP
CONSULTING SERVICES ADDENDUM
(Effective: [Date])

This Consulting Services Addendum (this “Consulting Services Addendum”) by and between Bluspark Global, LLC and its subsidiaries and affiliates (collectively, as applicable “Bluspark”) and the Customer entity identified in the Agreement (the “Agreement”) in which this Consulting Services Addendum is referenced and incorporated, is made as of the Effective Date of the Agreement. These terms shall be applicable to the purchase of Bluspark’s Consulting Services as more fully described in the Proposal Document attached to the Agreement (“Consulting Services”).

1. Consulting Services.

1.1. Provision of Services. Subject to Customer’s compliance with the Agreement, this Consulting Services Addendum, and any other applicable terms and conditions, Bluspark shall provide the Consulting Services set forth in the Proposal Document to Customer.

1.2. Change Orders. Customer may request changes that extend, add, or modify the Consulting Services originally set forth in a Proposal Document by written request to Bluspark. If Bluspark agrees to the requested change in writing, subject to a reasonable increase in the fees payable to Bluspark by Customer resulting from such change request, the modified terms shall constitute an amendment to the applicable Proposal Document.

1.3. Additional Services. Any services requested by Customer but not expressly set forth within a Proposal Document shall be subject to additional charges, and shall be agreed to in writing between the Parties before its performance or delivery.

1.4. Intellectual Property Rights in Deliverables.

1.4.1. Except for the limited license expressly granted in this Agreement, Bluspark and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Deliverables and any other work product, software, materials, or technology provided or developed, or any derivative works therefrom, by Bluspark in connection with the provision of Consulting Services. No ownership rights in the Deliverables are assigned, transferred, or conveyed to Customer, whether by implication, estoppel, or otherwise.

1.4.2. Bluspark hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use the Deliverables solely for Customer’s internal business purposes and solely to the extent necessary to utilize the Deliverables for their intended purpose as specified in the applicable Statement of Work. Customer shall not use the Deliverables for the benefit of any third party, nor copy, modify, distribute, or create derivative works of the Deliverables, except as expressly permitted in this Agreement or the applicable Statement of Work.

1.4.3. Nothing in the Agreement grants Customer any rights to Bluspark’s Technology Services, which are excluded from the definition of Deliverables unless expressly stated otherwise in a Proposal Document.

2. Customer Responsibilities. Bluspark shall have no responsibility for any undelivered or faulty Consulting Services or Deliverables associated with Consulting Services to the extent resulting from Customer's failure to perform its obligations under this Section.

2.1. Cooperation. Customer agrees to comply with all reasonable requests by Bluspark and to provide access to all documents, files, facilities, personnel, systems, or other necessary resources owned by Customer necessary for the performance of the Consulting Services. Any delay by the Customer to provide required cooperation may impact the timing and quality of the Consulting Service provided by Bluspark.

2.2. Internal Use. The Customer shall only utilize the Consulting Services delivered by Bluspark (and any Deliverables provided in conjunction with the Consulting Service) for its own internal business purposes. Customer shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make any part of the Consulting Services or Deliverable available to any third-party other than to its Authorized Users.

2.3. Accuracy. Customer shall ensure that Customer Materials provided to Bluspark are error free, accurate, and in a form that allows for Bluspark to deliver the Consulting Services. Bluspark shall not be responsible for any errors or faults within the Consulting Services or any Deliverable if such errors or faults result from the provision of inaccurate or faulty Customer Materials by Customer.

2.4. Third-Party Services. Customer is solely responsible for managing and maintaining any integrations, interfaces, or other third-party services used in connection with the Consulting Services, including all related costs and compliance with third-party terms and conditions.

3. Warranties and Disclaimer.

3.1. Bluspark warrants that the Consulting Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices effective at the time of performance.

3.2. LIMITATION OF WARRANTY. UNLESS OTHERWISE PROVIDED IN WRITING, THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE CONSULTING SERVICES, OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. BLUSPARK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. BLUSPARK SHALL NOT BE LIABLE FOR ANY CONSULTING SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID FOR SUCH NON-CONFORMING SERVICES.

3.3. WARRANTY WAIVER FOR THIRD-PARTY PRODUCTS. UNDER NO CIRCUMSTANCES SHALL BLUSPARK HAVE ANY RESPONSIBILITY OR LIABILITY TO CUSTOMER WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY A THIRD-PARTY, EVEN IF SUCH PRODUCT OR SERVICE WAS RESOLD OR DISTRIBUTED BY BLUSPARK. SUCH PRODUCTS AND SERVICES ARE PROVIDED

“AS-IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PERFORMANCE WARRANTIES SET FORTH IN THE AGREEMENT DO NOT APPLY TO ANY PRODUCT OR SERVICE PROVIDED BY A THIRD PARTY. ANY ACQUISITION BY CUSTOMER OF SUCH THIRD-PARTY PRODUCTS OR SERVICES, AND ANY EXCHANGE OF DATA BETWEEN CUSTOMER AND ANY NON-BLUSPARK PROVIDER, PRODUCT OR SERVICE IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. BLUSPARK DOES NOT WARRANT OR SUPPORT ANY NON-BLUSPARK APPLICATIONS, PRODUCTS OR SERVICES, UNLESS EXPRESSLY PROVIDED OTHERWISE IN WRITING. BLUSPARK IS NOT RESPONSIBLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF CUSTOMER MATERIALS RESULTING FROM ACCESS BY SUCH THIRD-PARTY PROVIDER.