

**BLUSPARK GROUP**  
**TECHNOLOGY SERVICES ADDENDUM**  
**(Effective: [Date])**

This Technology Services Addendum (this “Technology 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 Technology 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 technology services including without limitation, proprietary platforms, digital tools, application programming interfaces (“APIs”), analytics dashboards, and any related software-as-a-service (“SaaS”) offerings, including those marketed under the BLUVOYIX brand (“Technology Services”).

**1. License, Access, and Scope.**

**1.1. License.** Subject to Customer’s compliance with the Agreement, this Technology Services Addendum, and any other applicable terms and conditions, Bluspark hereby grants Customer and its Authorized Users a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term (as defined in an applicable SOW or Purchase Order) to access and use the Technology Services solely for Customer’s internal business purposes, in accordance with the Documentation and the Agreement. Customer may permit its Authorized Users to access and use the Technology Services on Customer’s behalf, provided that Customer remains responsible for all acts and omissions of its Authorized Users and their compliance with the Agreement. No rights are granted to Customer or any Authorized User except as expressly set forth herein.

**1.2. Access.** Bluspark shall provide Customer with electronic access to the Technology Services during the Subscription Term in accordance with the Agreement, the Documentation, and this Technology Services Addendum. Customer is responsible for maintaining the confidentiality and security of all user credentials and accounts used by it or its Authorized Users to access the Technology Services. Customer shall be responsible for all activities occurring under the accounts used by it or its Authorized Users. Bluspark may suspend or restrict access to the Technology Services, in whole or in part, if Bluspark determines that Customer’s or any Authorized User’s use:

**1.2.1.** Violates the Agreement, the Documentation, the EULA, and/or this Technology Services Addendum;

**1.2.2.** Poses a security or operational risk to the Technology Services or other users of the Technology Services;

**1.2.3.** Could subject Bluspark to any third-party liability; or

**1.2.4.** Violates applicable law.

Bluspark shall use commercially reasonable efforts to provide notice to Customer of any suspension where practicable.

**1.3. Scope.** The Technology Services provided by Bluspark are limited to the specific functionality, features, and environments described in the applicable Proposal Document or Documentation. Bluspark’s obligations are limited to providing access to the Technology Services as hosted by Bluspark and supported in accordance with the Agreement.



**3.3.2.** If the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services, or equipment not approved by Bluspark;

**3.3.3.** The products purchased by Customer were at no charge, or no cost.

**3.4. Sole Remedy.** Bluspark's sole liability, and Customer's sole and exclusive remedy, for any breach of this section are set forth above.

**4. Customer Materials Waiver.** In addition to the representations made by Customer in the Agreement related to Customer Materials, Customer also acknowledges that use of the Technology Service, like with any cloud-based software, necessarily involves the transmission of Customer Materials over networks that Bluspark does not own, operate or control. Customer agrees that Bluspark shall not be held responsible for any Customer Materials that is lost, altered, intercepted, or stored across such networks. Bluspark cannot guarantee that security procedures will be error-free, that transmissions of Customer Materials will always be secure, or that unauthorized third-parties will never be able to defeat security measures implemented by Bluspark. Customer acknowledges and agrees that Bluspark shall not be liable for third-party delays, interruptions, service failures or other problems inherent in the use of cloud-based software, internet and electronic communications, or other systems outside of Bluspark's control.