

SUBLEASE

THIS SUBLEASE (this "Sublease") is entered into this ^{HP} ~~18th~~ ^{February} day of ~~January~~, 2020, by and between Guidance Residential, LLC a Delaware limited liability company and ("Sublandlord"), and Sparksoft Corporation, a Maryland ("Subtenant").

WITNESSETH:

WHEREAS, pursuant to an office lease dated December 21, 2010 by and between Piedmont Operating Partners, LP, a Delaware limited liability company ("**Landlord**") and Sublandlord, and the First Amendment to Deed of Lease dated April 7, 2017, copies of which are attached hereto and hereby incorporated as Exhibit A (the "Prime Lease"), which provide for the leasing of Suite 200 and 100 in 11107 Sunset Hills Rd in Reston, Virginia. Landlord leased to Sublandlord certain space consisting of approximately 7,445 rentable square feet on the 1st floor, in the building known as 11107 Sunset Hills Rd. (the "Building"), located at Reston, VA, which leased space is further described in the Prime Lease ("Prime Lease Premises"), for a Term expiring on October 31, 2022; and

WHEREAS, Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, certain space in the Prime Lease Premises, and Landlord has consented or will consent to such subleasing on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Subleasing of the Premises.** Sublandlord hereby does sublease, sublet and demise unto Subtenant, and Subtenant does hereby sublease and rent from Sublandlord, upon and subject to the provisions of this Sublease, approximately 7445 rentable square feet of space located within the Prime Lease Premises in Suite 100 on the 1st floor of the Building, as outlined on the floor plan attached hereto and hereby incorporated as Exhibit B ("Premises").
- Term.** Subject to the other provisions hereof, this Sublease shall be and continue in full force and effect for a term ("Term") commencing on the earlier of March 1, 2020 or the date Subtenant commences beneficial use of the Premises ("Commencement Date"), and expiring on 11:59 p.m. of October 31, 2022 ("Expiration Date") unless sooner terminated as hereinafter provided. Each twelve (12) month period within the Term shall be referred to herein as a "Lease Year." The first (1st) Lease Year shall commence on the Commencement Date and terminate on the last day of the twelfth (12th) full calendar month after such Commencement Date. Each subsequent Lease Year shall commence on the date immediately following the last day of the preceding Lease Year and shall continue for a period of twelve (12) full calendar months, except that the last Lease Year of the Term shall terminate on the date this Sublease expires or is otherwise terminated. Upon the request of either party, Sublandlord and Subtenant hereby agree to execute a Declaration, substantially in the form attached hereto and incorporated herein as Exhibit D, to confirm the Commencement Date and other matters set forth thereon. Failure to execute said Declaration shall not affect the commencement or expiration of the Term or the other matters described thereon.
- Security Deposit.** Subtenant shall pay Sublandlord the sum of Eleven Thousand Four Hundred Seventy Seven and 70/100 Dollars (\$11,477.70) at the time of the execution of the Sublease ("Security Deposit") as security for Subtenant's full and faithful performance of all covenants and conditions contained in the Sublease. Sublandlord shall have no obligation to maintain the Security Deposit in a separate account. If Subtenant defaults in respect to any of the terms, provisions, covenants and conditions of this Sublease, including, but not limited to, payment of the Base Rent, Sublandlord may use, apply, or retain the whole or any part of

the Security Deposit for the payment of any such Base Rent in default, or for any other sum which the Sublandlord may expend or be required to expend by reason of Subtenant's default, including, without limitation, any damages or deficiency shall have occurred before or after re-entry by Sublandlord. The Security Deposit may not be used or applied by Subtenant as a substitute for any rent due, but may be so applied by Sublandlord at Sublandlord's sole option. If Subtenant fully and faithfully complies with all the terms, provisions, covenants and conditions of this Sublease, Sublandlord shall return the Security Deposit to Subtenant within forty-five (45) days of the Expiration Date or earlier termination of the Term of this Sublease. Except as otherwise required by law, Subtenant shall not be entitled to any interest on the aforesaid Security Deposit. In the event of a transfer of Sublandlord's interest in the Prime Lease or Sublease, Sublandlord shall have the right to transfer the Security Deposit to the transferee, whereupon Sublandlord shall be released from all liability for the return of the Security Deposit.

4. **Base Rent.**

a. Subtenant, in consideration for the subleasing of the Premises for the Term, agrees to pay to Sublandlord an annual rent ("Base Rent") of One Hundred Thirty Seven Thousand Seven Hundred Thirty Two and 50/100 Dollars (\$137,732.50) for the first Lease Year of payable in equal monthly installments of Eleven Thousand Four Hundred Seventy-Seven and 71/100 Dollars (\$11,477.71), subject to increase as set forth below. For each Lease Year or portion thereof during the Term, commencing on the first day of the second (2nd) Lease Year and on the first day of each succeeding Lease Year thereafter, Base Rent shall be increased by an amount equal to Four Percent (4%) of the total amount of Base Rent paid by Subtenant in the preceding Lease Year (as such Base Rent may have been increased under the provisions of this Paragraph), it being agreed by Sublandlord and Subtenant that such increases shall be cumulative. In Lease Year 3, Subtenant shall only be responsible for rent during the remaining eight (8) months of the term.

b. The Base Rent shall be as set forth in the schedule below, which shall prevail if there is any inconsistency between the text above and the schedule below:

Lease Year	Annual Base Rent	Monthly Base Rent	Approximate Base Rent per Rentable Square Foot of the Premises
1 (3-1-20 to 2-28-21)	\$137,732.50	\$11,477.71	\$18.50
2(3-1-21 to 2-28-22)	\$141,901.70	\$11,936.81	\$19.24
3 (3-1-22 to 10-31-22)	\$99,314.32	\$12,414.29	\$20.00

c. Sublandlord and Subtenant agree that any Additional Rent due pursuant to the terms of Section 5 of the Prime Lease shall be the sole responsibility of Sublandlord. Sublandlord shall not pass through any of these expenses to Subtenant.

5. **Rent Payments.** The monthly installments of rent shall begin on the Commence Date ("Rent Commencement Date"). Should the Rent Commencement Date not be the first day of the month, then the first month's rent shall be pro-rated accordingly. All such monthly installments shall be payable in advance and without demand, notice or offset, on the first day of each calendar month during the Term. Rent payments shall be made and mailed to the name/address expressly stated in this Section of the lease. Subtenant shall pay rent by check to:

Attn: Accounts Receivable
11107 Sunset Hills Rd, Suite 2007
Reston, VA 20190

If this Sublease terminates or expires with respect to all or any part of the Premises prior to the end of a Lease Year, then the Base Rent and Additional Sublease Rent (as defined below) shall be prorated to reflect such termination or expiration for the partial Lease Year. Any payment of rent not paid within five (5) days of the due date thereof shall be subject to a late charge of Five Percent (5%) of such payment.

6. **Additional Rent.**

Within ten (10) days of receipt of an invoice from Sublandlord, Subtenant shall also reimburse Sublandlord for any other additional rent or charges incurred by Sublandlord in accordance with the terms of the Prime Lease (excluding Sublandlord's obligation to pay base annual rent to the Landlord), which rent or charges were incurred at the request of Subtenant or with respect to the Premises.

7. **Services.**

a. Notwithstanding anything contained in this Sublease, Subtenant agrees and acknowledges that Sublandlord shall have no obligation or responsibility whatsoever to provide or perform any service, repair, alteration or other similar obligation which is the obligation of Landlord to provide or perform pursuant to the provisions and terms of the Prime Lease, except that Sublandlord covenants to use its reasonable efforts to require Landlord to perform and provide all such service, repair, alteration, and other obligations.

b. Subtenant recognizes that Sublandlord does not control the operation of the Building or the furnishing of utilities and services therein or to the Premises. Accordingly, all of the agreements and obligations of Sublandlord under this Sublease, express or implied, including, without limitation, any agreement or obligations to furnish utilities or services, are expressly dependent upon the performance and observance by the Landlord of its agreements and obligations under the Prime Lease (except that Sublandlord shall use its best efforts to obtain Landlord's performance as aforesaid). Subtenant hereby releases Sublandlord from the performance or observance of any agreement or obligation of Landlord under the Prime Lease and agrees that if the Landlord shall default in the performance or observance of any such agreement or obligation under the Prime Lease, either for the furnishing of utilities or services or otherwise, Sublandlord shall not be liable therefor to Subtenant. Any condition resulting from such default by the Landlord shall not constitute an eviction, actual or constructive, and Subtenant shall not be entitled to cancel this Sublease or to otherwise modify, release or alter its obligations hereunder. Notwithstanding anything to the contrary herein, if Landlord requires Subtenant to submit any maintenance requests through Sublandlord, Sublandlord shall coordinate in a timely and commercially reasonable fashion.

8. **Care and Surrender of Premises.** Subtenant shall maintain the Premises in good repair and condition, shall not commit or allow any waste or damage to be committed on any portion of the Premises, and shall comply with all laws, orders and regulations which are imposed on the Sublandlord, as Tenant under the Prime Lease and are applicable to the Premises. At the termination of this Sublease, by lapse of time or otherwise, Subtenant shall deliver said Premises to Sublandlord in the condition such Premises were in on the Commencement Date, broom clean, in good order and condition, ordinary wear and tear excepted. Subtenant agrees to indemnify and save Sublandlord harmless from and against any and all loss, cost, expense or liability resulting from the failure of, or the delay by, Subtenant in so surrendering the Premises on or before the Expiration Date, including,

without limitation, any claims made by Landlord or any succeeding subtenant founded on such failure.

9. **Restoration of Space.** On or before the Expiration Date, or earlier termination of this Sublease, Subtenant shall remove from the Premises, at its expense, all of its personal property. All fixtures, equipment, improvements, and installations which Subtenant attached to, or built into, the Premises during the Term of this Sublease (which shall not be attached to or built into the Premises without the express written approval of Sublandlord as set forth herein and Landlord (if required in the Prime Lease)) ("Property"), are deemed the property of Sublandlord, and upon termination or expiration of this Sublease, shall remain part of the Premises; provided, however, that Subtenant shall have the obligation to remove any of the Property if so directed by Sublandlord or by Landlord pursuant to the terms of the Prime Lease. Without limiting the foregoing, in the event the Landlord shall require Sublandlord to remove any cabling and wire installed in connection with the Premises, Subtenant shall remove any cabling and wire installed by Subtenant at the Premises upon the expiration or earlier termination of this Sublease. In the event of such removal, Subtenant agrees promptly to reimburse Sublandlord for the reasonable cost of necessary repairs required as the result of damage from such removal done to the Premises or the Building so as to restore the Premises or the Building to the condition required under Paragraph 8 herein. All property permitted or required to be removed by Subtenant upon the Expiration Date or earlier termination of this Sublease remaining on the Premises after such Expiration Date or sooner termination shall be deemed abandoned and may, at the election of the Sublandlord, either be retained as Sublandlord's property or may be removed from the Premises by Sublandlord at Subtenant's expense.

10. **Subordination.** This Sublease is and shall be subject and subordinate to the Prime Lease and any and all ground or underlying lease affecting the Building or the land underlying the Building, and to all mortgages which may now or hereafter encumber or affect such leases, land, and Building and to all renewals, modifications, consolidations, replacements and extensions of any such leases and mortgages. The provisions of this Paragraph shall be self-operative and shall require no further consent or agreement by Subtenant. Subtenant agrees, however, to execute within five (5) days of delivery any consent or agreement reasonably requested by Sublandlord or Landlord or any such lessor or mortgagee in connection with this Paragraph.

11. **Assignment and Subletting.** Subtenant shall have the right to Sub-sublease or assign the Premises or a portion thereof to any entity which controls, is controlled by or is under common control of Subtenant without Sublandlord's approval. Any such Sub-sublease shall be in accordance with terms of the Prime Lease.

In the event Subtenant elects to Sub-sublease a portion of the Premises, or in the event Subtenant elects to assign this Sublease, such Sub-subleasing or Assignment shall be subject to approval in writing by Sublandlord, which approval shall not be unreasonably withheld, conditioned, or delayed, and subject to approval by Landlord under terms of the prime Lease.

12. **Default.** This Sublease is subject to the limitation that if at any time during the Term any one or more of the following events ("Default") shall occur:

- a. Subtenant fails to pay Base Rent required to be paid by Subtenant under this Sublease; or
- b. Subtenant fails to perform or observe any of its other material requirements under this Sublease and such failure shall continue for a period of ten (10) days

after written notice thereof from Sublandlord to Subtenant, or such longer period, not to exceed forty-five (45) days, as may be reasonably required to cure such violation or failure, provided Subtenant is diligently pursuing such cure and provided further that the continuance of which will not subject Sublandlord or Landlord to the risk of criminal liability or termination of the Sublease or the Prime Lease or foreclosure of any mortgage; or

c. Subtenant becomes insolvent, fails to pay its debts as they fall due, files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. et seq., as it may be amended (or similar petition under any insolvency law of any jurisdiction), or if such petition is filed against Subtenant and such proceeding is not dismissed within sixty (60) days after the filing thereof; or

d. Subtenant proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee or similar agent is appointed or takes possession with respect to any property of the Subtenant; or

e. The leasehold hereby created is taken on execution or other process of law in any action against Subtenant; or

f. Any other event of default described in Article 12 of the Prime Lease;

then, and in any such case, Sublandlord shall have the right to exercise all remedies set forth in Article 12 of the Prime Lease as if Sublandlord were "Landlord", Subtenant were "Tenant", the Premises were the "Demised Premises", all monies due by Subtenant to Sublandlord under this Sublease were the "Rent", the Base Rent were the "Base Annual Rent" and the Term were the "Term". The rights and remedies granted to Sublandlord herein are cumulative and in addition to any others Sublandlord may be entitled to at law or in equity.

13. **Notice and Cure Periods.** Notwithstanding anything to the contrary in this Sublease, each and every time limit contained in the Prime Lease for the giving of notices, making of demands, making of payments, performance of acts or for the exercise of any rights, remedies or options by the tenant thereunder, shall be shortened by five (5) days for the purposes of this Sublease, so that in each instance Subtenant shall have five (5) days less time than Sublandlord has under the Prime Lease. All notices shall be delivered in accordance with Section 21 herein.

14. **Subtenant Insurance Obligation.**

a. Subtenant shall fully insure with companies acceptable to Sublandlord its property, fixtures, equipment and the leasehold improvements located in the Premises against fire and other casualty at full replacement value ("Hazard Policy") and shall maintain general comprehensive commercial liability insurance with a combined single limit of at least Five Million and 00/100 Dollars (\$5,000,000.00). Subtenant shall cause Sublandlord, Landlord, (as defined in the Prime Lease), and any designee of Landlord to be named as an additional insured under such general comprehensive commercial liability policy and shall deliver certificates of insurance to Sublandlord at execution and upon each renewal of the policy(ies), evidencing coverage required hereunder.

b. The Hazard Policy shall contain an endorsement pursuant to which the insurance company waives subrogation against Landlord and Sublandlord. Subtenant hereby releases Sublandlord and Landlord to the limits of the coverage of the Hazard Policy (or the coverage that would have existed had Subtenant carried the Hazard Policy as required hereunder) with respect to any claim (including a claim for negligence) which it might otherwise have against Sublandlord and Landlord for loss, damage or

destruction with respect to its property by fire or other casualty. All insurance policies required of Subtenant hereunder shall provide that Sublandlord and Landlord will be given at least thirty (30) days' prior written notice of any cancellation or amendment in the policy, or any other expiration or defaults thereunder.

15. **Inspection.** Sublandlord shall have the right, at all reasonable times, upon giving the Subtenant a minimum of 24 hours' advanced written notice (except in an emergency) to enter upon the Premises and to examine and inspect the Premises and exercise its rights hereunder.

16. **Indemnity by Subtenant.** Either Party shall indemnify and save harmless the other Party, its partners, officers, directors, employees and agents, and the Landlord, its partners, officers, directors, employees and agents, from and against any and all damages, liabilities, costs and expenses that arise by reasons of injury to or death of any person or damage to or loss of property occurring on, in, or about the Premises or Building by reason of any claim of whatsoever nature of any person or party occasioned by any act or omission on the part of the indemnifying Party, or by any employee, director, officer, servant, agent, contractor, invitee, guest, assignee, or subtenant of Subtenant or by any breach, violation, or nonperformance of any covenant of the indemnifying Party, under this Sublease. Subtenant's obligation under this Paragraph shall survive the termination of this Sublease and shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Subtenant under this Sublease, except that Subtenant's obligation under this Paragraph shall not include or extend to any willful or grossly negligent act by Sublandlord.

17. **Sublandlord's Lien.** Sublandlord reserves (and is hereby granted) a first and superior lien and security interest (which shall be in addition to and not in lieu of any statutory landlord's lien) on all fixtures, equipment, and personal property (except Subtenant's working documents, confidential materials and the personal effects of Subtenant's employees) that are from time to time owned and placed by Subtenant in or on the Premises to secure all sums due by Subtenant hereunder, which lien and security interest may be enforced by Sublandlord in any manner provided by law, including, without limitation, under and in accordance with applicable provisions of the Uniform Commercial Code. Subtenant shall have the right, at all times other than during the existence of a default on the part of Subtenant, to remove from the Premises from time to time any and all moveable equipment and other moveable personal property, free and clear of any lien or security interest of Sublandlord, provided the same is replaced or substituted with other items of comparable quality in their place. Subtenant shall execute such financing statements as may be reasonably required to enable Sublandlord to perfect the security interest referred to in this Paragraph.

18. **Waiver of Liability by Subtenant.** Sublandlord, its partners, officers, directors, employees and agents shall not be liable for any injury to or death of persons or for any loss of or damage to property of Subtenant or of others, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, unless caused by the willful misconduct or gross negligence of Sublandlord. In no event, however, shall Sublandlord have any liability to Subtenant for any indirect or punitive damages or consequential losses. In no event shall Sublandlord be liable as the result of the acts or omissions of Subtenant or any other tenant of the Building. All personal property placed upon the Premises by Subtenant shall be at the risk of Subtenant only and Sublandlord shall not be liable for any damage thereto or theft thereof.

19. **Condition of Premises.** Subtenant agrees to accept the Premises in its "as is" condition, broom clean. Sublandlord shall continue to own the furniture, fixtures, and equipment ("FF&E") detailed in Exhibit C, and allow use of the FF&E to Subtenant during the initial lease term, at no charge. At least thirty (30) days prior to the Sublease Expiration, Subtenant shall have the option to purchase the FF&E from Sublandlord for the consideration of One Dollar (\$1.00). at which time ownership of the FF&E shall convert to Subtenant and Subtenant shall be responsible for the removal of FF&E as Sublandlord was in the Prime Lease. If Subtenant does not exercise its option to purchase the FF&E from Sublandlord, Sublandlord shall have the right to enter the Premises beginning October 27, 2022 and remove all FF&E. Notwithstanding anything contained in this Section, Subtenant is not responsible for any existing damages to the Premises.

20. **Prime Lease.**

a. Subtenant acknowledges that it has received and reviewed the Prime Lease. Subtenant's rights pursuant to this Sublease are subject and subordinate at all times to the Prime Lease and to all of the terms, covenants, and agreements of the Prime Lease, except as expressly modified by this Sublease. Subtenant shall not do or permit anything to be done in, or in connection with Subtenant's use or occupancy of, the Premises, which would violate any of the terms, covenants, or agreements of the Prime Lease. Except as modified hereby, and except for any provisions of this Sublease which conflict with the Prime Lease (in which case the provisions of this Sublease shall control) and except for the Excluded Sections (defined below) of the Prime Lease, (i) Subtenant covenants and agrees to perform, observe, and fulfill all of Sublandlord's obligations, duties, undertakings, and covenants under the Prime Lease and (ii) Sublandlord shall have the same obligations to Subtenant and rights of Landlord against Subtenant with respect to this Sublease, as the "Landlord" has with respect to and against the "Tenant" pursuant to the Prime Lease, and Subtenant shall have the same obligations to Sublandlord and rights of Subtenant against Sublandlord with respect to this Sublease as the "Tenant" has with respect to and against the "Landlord" pursuant to the Prime Lease. In furtherance thereof, for purposes of this Sublease, references to the "Demised Premises" in the Prime Lease shall be construed to mean the "Premises"; references to "Landlord" in the Prime Lease shall be construed to mean "Sublandlord"; references to "Tenant" in the Prime Lease shall be construed to mean "Subtenant", and references to "Base Annual Rent" in the Prime Lease shall be construed to mean "Base Rent".

b. The Sublandlord may enforce directly against Subtenant any of the rights and remedies granted to the Landlord pursuant to the Prime Lease. Nothing in this Sublease shall be construed or interpreted to grant any greater rights than the Sublandlord has received as Tenant from the Landlord pursuant to the Prime Lease. Sublandlord agrees that as long as Subtenant is not in default hereunder, Sublandlord will not willfully take any action which would constitute (i) a voluntary surrender under the Prime Lease, or (ii) a default thereunder resulting in the termination of this Sublease and/or Subtenant's eviction thereunder.

c. Sublandlord may not pass through any charges which were agreed upon in the Prime Lease between Landlord and Sublandlord, unless explicitly expressed in this Sublease or the charge is brought due to the sole negligent act of Subtenant.

21. **Broker.** Sublandlord and Subtenant represent to each other that they have not dealt with any brokers in connection with this Sublease other than Clarefield Partners LLC as Sublandlord's Broker and Scott Wimbrow of MacKenzie Commercial Real Estate Services, LLC (the "MCRES") as Subtenant's Broker, and the parties shall indemnify and hold each other harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit, or obligation, including but not limited to reasonable attorneys' fees, arising out of or relating to a respective breach of this representation. Sublandlord shall pay, or cause the payment to, Brokers any fee or commission due them in connection with this Sublease in accordance with a separate agreement or agreements. Sublandlord agrees to pay MCRES a commission equal to four percent (4%) of the total aggregate value of this Sublease due and payable 100% within forty-five (45) days of the Sublease Commencement, invoice from Subtenant's Broker, and W-9 submission. In the event Sublandlord defaults on its obligation to pay MCRES the commission due, MCRES may request the commission due from Subtenant, which shall be offset from the rental obligation due from Subtenant to Sublandlord.

22. **Notice.** Any notice, consent, approval, agreement, certification, request, invoice, bill, demand, statement, acceptance, or other communication hereunder ("Notice") shall be in writing and shall be furnished by personal delivery, recognized overnight courier or mail in a postpaid envelope (certified mail, return receipt requested, only) addressed to Sublandlord and to the Subtenant at the addresses below .

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If to Subtenant:

Sparksoft Corporation
6350 Stevens Forest Rd, Suite 200
Columbia, MD 21046
Attn: Mike Finkel
Email: mike.finkel@sparksoftcorp.com
cc: contracts@sparksoftcorp.com

If to Sublandlord:

Guidance Residential
Attn: Heidi Partida
11107 Sunset Hills Rd
Suite 200
Reston, VA 20190

Email: heidi.partida@guidanceresidential.com

Any notice sent in compliance with this Paragraph shall be deemed given on the date of delivery in the case of hand-delivery, on the date of receipt or refusal to receive after mailing in the case of mailing, or on the next business day in the case of a recognized overnight delivery service.

23. **Jury Trial.** The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants, or conditions of this Sublease or any matters whatsoever arising out of or in any way connected with this Sublease.

24. **Interpretation and Meaning.** All terms used in this Sublease shall have the same meaning as the terms used in the Prime Lease, unless specifically defined to the contrary in this Sublease.

25. **Condition Precedent.** This Sublease shall not become effective unless and until the Landlord has consented to this Sublease by providing written notice of its consent to Sublandlord. Both Sublandlord and Subtenant agree to cooperate and to use reasonable efforts to obtain the written consent to the Sublease from the Landlord. Subtenant shall pay for any attorneys' fees and other expenses which the Landlord incurs in connection with this Sublease and which the Landlord thereafter bills Sublandlord in accordance with the Prime Lease.

26. **Authority.** Each party represents and warrants to the other that it has the power and authority to enter into this Sublease, and that this Sublease is the valid and binding obligation of such party and is enforceable against it in accordance with its terms, subject to general equitable principles and creditors' rights.

27. **Landlord's Consent.** If Subtenant desires to take an action which, under the applicable provisions of the Prime Lease, requires the approval or consent of the Landlord, then Subtenant shall not take such action until the Landlord has provided its approval or consent in connection therewith as requiring under the Prime Lease.

28. **Hold-Over.** If Subtenant shall not immediately surrender the Premises at the end of the Term, then Subtenant shall, by virtue of this Sublease, become a tenant at sufferance at a monthly rental equal to the holdover rent and/or penalties incurred by Sublandlord under the terms of the Prime Lease due to Subtenant's holdover in the Premises, commencing such monthly tenancy with the first day following the end of the Term. Subtenant, as a tenant at sufferance, shall be subject to all of the conditions and covenants of this Sublease as though the tenancy had originally been a monthly tenancy. During the holdover period, each party hereto shall give to the other at least thirty (30) days' written notice to quit the Premises, except in the event of nonpayment of Base Rent when due, or of the breach of any other provision hereof by Subtenant, in which event, Subtenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being expressly waived.


30. **Security.** Subtenant, at Subtenant's sole cost, shall be responsible for suite security by contracting directly with Datawatch.

31. **Signage.** Per the terms and conditions of the Master Lease, Subtenant, at Subtenant's sole expense, shall have the right to Building Directory and Suite signage.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease under seal on the day and year first above written.

WITNESS:

SUBLANDLORD:



a Suha Elsayed
SVP, Chief Credit Officer

By:  (Seal)

Name: Heidi Partida
Title: SVP, HR & Administration

WITNESS:

SUBTENANT: Sparksoft Corporation


a Michael Finkel
Chief of Staff

By:  (Seal)

Name: Michael Finkel
Title: CEO

SUBLEASE EXHIBIT A
PRIME LEASE

[See Attached]

SUBLEASE EXHIBIT B
PREMISES

[See Attached]

SUBLEASE EXHIBIT C
Furniture, Fixtures, and Equipment

SUBLEASE EXHIBIT D

DECLARATION

Attached to and made part of the Sublease dated as of the 18th day of February, 2020, entered into by and between Guidance Residential, LLC, as Sublandlord, and Sparksoft Corporation, as Subtenant.

Sublandlord and Subtenant do hereby declare that (a) the Commencement Date is hereby established to be _____, _____, and (b) the Expiration Date is hereby established to be October 31, 2022. The Sublease is in full force and effect as of the date hereof, Sublandlord has fulfilled all of its obligations under the Sublease required to be fulfilled by Sublandlord on or prior to such date, and Subtenant has no right of set-off against any rentals as of the date hereof.

WITNESS:

SUBLANDLORD:

By: _____ (Seal)

Name: _____

Title: _____

Dated: _____

WITNESS:

SUBTENANT:

By: _____ (Seal)

Name: _____

Title: _____

Dated: _____