POV AGREEMENT

This Proof of Value Agreement ("Agreement") contains the exclusive terms and conditions between Seed&Spark Inc., a C Corporation company, ("Vendor") and AppDynamics LLC, a Delaware limited liability company ("AppDynamics"), and it governs AppDynamics testing, evaluation and use of, the software provided by Vendor (the "Software"). By accessing the Software described herein and signing below, the parties are consenting to be bound by and are becoming a party to the terms and conditions of this Agreement.

1. Evaluation; Term. For a period of three (3) months (the "Term"), AppDynamics may download and/or access the Software and test the Software's functionality and look and feel, but only to test and evaluate the Software for its intended purpose internally within AppDynamics' organization. AppDynamics will not rent, sell, lease or otherwise transfer or allow access to the Software or any part thereof or use it for the benefit of a third party. AppDynamics will not reverse assemble, reverse compile or reverse engineer the Software, or otherwise attempt to discover any such Software source code or underlying Confidential Information (as defined below). This agreement will commence on 6/2/21 (the "Effective Date") and will continue for the Term. Sections 2 and 4-5 of this Agreement will survive any expiration or termination of this Agreement. AppDynamics will pay a fee of $7,500 USD for access to the Software ("Fee"). All Fees are due net-60 days from receipt of invoice.

2. Confidentiality. "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The terms of this Agreement, the Software, any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all information regarding Vendor's business, products and services are Confidential Information. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section 2; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this section 2 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

3. WARRANTY DISCLAIMER. The parties acknowledge that the Software is provided "AS IS." VENDOR DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4. <u>Limitation of Remedies and Damages</u>. NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SOFTWARE OR TECHNOLOGY, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, OR (B) ANY OTHER AMOUNTS THAT EXCEED $5,000 USD.

5. <u>Equitable Relief</u>. The parties acknowledge and agree that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of the Receiving Party's obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or threat thereof, the Disclosing Party will be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law, without any obligation to post a bond.

6. <u>Miscellaneous.</u> In the event that any of the provisions of this Agreement will be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by the other party, and any such attempted assignment or transfer will be void and without effect. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their authorized representatives as of the date of the last signature below.

Seed&Spark Inc.:

Signature: _____

Name: April Abeyta

Title: Chief Operating Officer

Date: 6/2/21

Address: 3416 Dorchester Ave.

Los Angeles, CA 90032

AppDynamics LLC:

Signature: _____
DocuSigned by:
Craig Wickersham
CE58CECBACD1486...

Name: Craig Wickersham

Title: General Counsel

Date: June 3, 2021