

FIRST AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT

Effective Date: Last Date of Signature below

This FIRST AMENDMENT (the “**Amendment**”) to that certain Master Subscription Agreement dated March 23, 2016 by and between **GuideSpark, Inc.** with an office at 1400A Seaport Blvd., Suite 500, Redwood City, CA 94063 (“**GuideSpark**”) and Williamson County, with offices located at 405 Martin Luther King St #1, Georgetown, TX 78626-4900 (the “**County**”) (the “**Agreement**”) is entered into as of the last date of signature below. This Amendment shall become effective on the date set forth above. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

WHEREAS, the parties have entered into the Agreement;

WHEREAS, the parties wish to reaffirm and amend the Agreement, including to allow for the purchase of Products by County from GuideSpark, as set forth below;

NOW, THEREFORE, and in consideration of the mutual covenants and obligations assumed by the parties hereto and other good and valuable consideration, the parties agree as follows:

1. The Agreement is hereby renewed and reaffirmed effective as of the date set forth above.
2. All references to “Content” in Section 2 (Software Service) and following in the Agreement shall be replaced with a reference to “Products”.
3. The following definitions are hereby added to Section 1 (Definitions) of the Agreement:

“**County Trademarks**” means County’s name and/or logos.

“**Products**” means (a) the Content, (b) the interactive content experiences, including digital documents, polls, quizzes, etc., provided by GuideSpark through the Software Service (c) campaign message content offered by GuideSpark through the Software Service, and (d) any other offerings provided by GuideSpark from time to time (whether for free/gratis or for a monetary fee) through the Software Service, in each case as more specifically detailed in the GuideSpark Products and Software Services Description @ <http://www.guidespark.com/product-description-terms>. For clarification, County acknowledges and agrees that any Products which are provided for free/gratis, which may or may not be formalized in an Order Form, shall continue to be governed by the terms and conditions of this MSA and shall be for a limited period of free use not to exceed the greater of the specified term set forth in the Order Form or one (1) year.

“**Professional Services**” means the professional services to be performed by GuideSpark for County, as further described in one or more Order Forms. For clarity, services to develop custom Content for County under an Order Form is an example of Professional Services. Professional Services do not include the provision of the Software Service.

“**Software Service**” means the online software-as-a-service platform, including, but not limited to, the text and email message service, in each case as more specifically detailed in the GuideSpark Products and Software Services Description @ <http://www.guidespark.com/product-description-terms>, as may be amended from time to time.

“**Support**” means the technical support services provided by GuideSpark as further described in Exhibit B (Service Level Agreement) and Exhibit C (Support) and GuideSpark Products and Software Services Description @ <http://www.guidespark.com/product-description-terms>.

4. Section 3.3 is hereby replaced in its entirety with the following:
3.3 Ownership of Intellectual Property – Software Service, Products and Data. GuideSpark and its licensors will retain ownership of all Intellectual Property Rights in the Software Service and the Products. GuideSpark will also own all right, title and interest in and to any Products that GuideSpark creates, develops or otherwise delivers to County in connection with the Software Service hereunder, and hereby provides County with a worldwide, non-exclusive, non-transferable

license to use those customized portions of the Products for County's internal business use for the relevant Subscription Term. Notwithstanding the foregoing, as between GuideSpark and County, County owns all right, title and interest (including all Intellectual Property Rights) in and to any County software, County systems, County Data, County Confidential Information, County Trademarks or other County materials provided by County to GuideSpark or otherwise accessed by GuideSpark in connection with this Agreement.

5. The following clause is hereby added to Section 3 (License and Ownership of Intellectual Property) of the Agreement as Section 3.5

3.5 Data. As between GuideSpark and County, County exclusively owns all rights, title and interest in and to all County Data and all User Data. GuideSpark shall have the right to access and use the County Data and the User Data solely to perform its obligations in accordance with the terms of this Agreement during the Subscription Term, and as otherwise expressly permitted in this Agreement. GuideSpark reserves the right to develop and commercialize benchmarks and measures based on Aggregated Data. "Aggregated Data" shall mean User Data (i) anonymized, and not identifiable to any person or entity, and (ii) presented in a manner from which County's or User's identity may not be derived.

6. Section 5.1 (Education and Third Party Links) of the Agreement is hereby deleted and replaced in its entirety with the following:

Education and Third Party Links.

5.1 Education Only Product. County acknowledges that: (i) THE SOFTWARE SERVICE AND PRODUCTS ARE NOT INTENDED TO BE LEGAL, TAX, FINANCIAL ADVICE OR ADVICE OF ANY KIND; GUIDESPARK IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR; (ii) the Software Service and Products are for educational purposes only and should not be considered personalized legal, financial or tax advice; (iii) the financial, benefit and investment strategies presented in the Software Service and Products, if any, were prepared without regard to any particular User's investment objectives or financial or benefit situation, and may not be suitable for everyone; (iv) each User's financial and benefit situation is unique, and any information or advice obtained through the Software Service and Products may not be appropriate for a particular User's situation; and (v) before implementing any financial or benefit decisions or strategies, each User should consider obtaining additional information and advice from their accountant or other financial advisers who are fully aware of their individual circumstances. GuideSpark makes no warranty or representation as to the accuracy, timeliness or completeness of any Products made available through the Software Service. County acknowledges that prior to GuideSpark making any Products available to County's Users, County will review and approve all such Products. GuideSpark will not be responsible for updating or modifying Products during any applicable Subscription Term to reflect changes in applicable laws and regulations, but will only make those changes after the specific written request of County based on information provided to GuideSpark by County.

7. Section 13.12 (Survival) of the Agreement shall be replaced and superseded in its entirety as follows:

13.12 Survival. Sections 1, 3.3, 3.4, 3.5, 3.6, 4, 5.1, 6.4, 7, 8, 9, 10, 11, and 13 (including any other sections which by their terms shall survive) will survive any termination or expiration of this Agreement.

All other terms and conditions of the Agreement not amended herein shall continue to apply and remain in full force and effect.

WILLIAMSON COUNTY
405 Martin Luther King St #1
Georgetown, TX 78626-4900

GUIDESPARK, INC.
1400A Seaport Blvd., Suite 500
Redwood City, CA 94063

By: _____

By: 
Valerie Burman (Jul 2, 2019) _____

Name: _____

Name: Valerie Burman

Title: _____

Title: Cfo

Date: _____

Date: Jul 2, 2019

Email: _____

Email: vburman@guidespark.com


JUJ

Jul 2, 2019

Signature: Jenn Hastings
Jenn Hastings (Jul 2, 2019)

Email: legal@guidespark.com

Signature:

Email: