

CONSENT TO ASSIGNMENT

This Consent to Assignment (this "Consent") is made and entered into as of March 22nd, 2022, by and between Spark451, Inc., a New York corporation ("Spark451"), and George Mason University ("Customer").

RECITALS

WHEREAS, Spark451 and Customer are parties to that certain Contract for Services, dated as of June 4, 2021, between Spark451 and Customer (as amended or supplemented, together with any schedules, annexes, exhibits and other attachments thereto and any other agreements related thereto, the "Customer Agreement"), pursuant to which, among other things, Spark451 provides Customer with enrollment marketing, student search, creative services and/or digital media services;

WHEREAS, Spark451 proposes to sell substantially all of its assets to JenSpark, Inc., a Delaware corporation ("Jenzabar"), and, in connection therewith, Spark451 desires to assign to Jenzabar, and Jenzabar desires to assume from Spark451, all of Spark451's rights, title, interest and obligations under the Customer Agreement (the "Assignment");

WHEREAS, pursuant to the Customer Agreement, Spark451 is required to obtain the prior written consent of Customer to assign the Customer Agreement; and

WHEREAS, as a result, Jenzabar has requested Customer's written consent to the Assignment.

NOW, THEREFORE, in consideration of the foregoing promises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Approval of Assignment/Assumption. Customer approves, acknowledges and agrees that: (a) the Customer Agreement shall continue to be effective after the Assignment with all current terms and conditions remaining unchanged after the Assignment, (b) the Assignment shall not be deemed a breach of, or default under, any change of control provision, assignment provision or any other provision of the Customer Agreement and will not cause the termination of or otherwise affect the Customer Agreement, and (c) Customer waives any rights to notice under, or to terminate, the Customer Agreement that would otherwise be triggered solely as a result of the Assignment.

2. Acknowledgements. Each of Spark451 and Customer acknowledges and agrees that as of the date hereof: (a) the Customer Agreement is in full force and effect and is binding, in accordance with its terms, on such party and on the other party thereto and such party has not terminated, or taken steps to terminate, the Customer Agreement and (b) such party is not in breach or default under the terms of the Customer Agreement and there exists no event, condition or occurrence that (with or without due notice or lapse of time, or both) would constitute such a breach or default or trigger a force majeure clause, nor has such party received any notice of any breach or default or alleged breach or default or occurrence of a force majeure event under the Customer Agreement.

3. Miscellaneous.

(a) The parties hereto expressly acknowledge and agree that Jenzabar is a third-party beneficiary of this Consent and that Jenzabar shall have the full right to enforce this Consent and the Customer Agreement in accordance with its terms, as applicable, as if it were a signatory hereto and thereto.

(b) This Consent may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


(c) This Consent shall be binding on the successors and permitted assigns of the parties hereto.

(d) This Consent shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

* * * * *

IN WITNESS WHEREOF, the parties have executed and delivered this Consent to Assignment as of the date first written above.

GEORGE MASON UNIVERSITY

By:  Digitally signed by Clifford Shore
Date: 2022.03.31 09:27:27 -04'00'

Name: Clifford Shore
Title: CPO

SPARK451, INC.

By: 

Name: Ronald Tadross

Title: Chief Financial Officer