

Customer General Terms of Service

For the Configuration and Deployment of Bubble[®] PPM Project and Portfolio Management software and associated Services

MASTER SERVICES AGREEMENT

Our Customer Terms of Service is a contract that governs our customers' use of the Bubble Project and Portfolio Management (PPM) software and associated Services. It consists of the following sections:

- **General Terms:** These contain the core legal and commercial terms that apply to your use of our Software and Services. Any references to Master Terms mean these General terms.
- **Statement(s) of Work (SoW):** Each SoW explains the details of the Software, or the services being purchased, the term of the agreement, detail of the contracted User License fees, as well as expected Service Levels. Where applicable, it includes additional terms that apply to the purchase (e.g., agreed data transfer limits for integrations with 3rd party software).
- **Data Processing Addendum (DPA) Terms (Exhibit):** This explains how Bubble process customer Personally Identifiable Data (PiD) in the context of General Data Protection Regulation (GDPR) and includes details of the subcontracted data sub-processors that enable our software services.

General Terms

1. DEFINITIONS

Capitalised terms in the Agreement have the following meanings:

"Addendum" shall mean all current and subsequent attachments to this Agreement titled, "Addendum (number)," signed by both parties containing such additional information and obligations for, or referred to in, this Agreement. All Addendums are hereby incorporated into the Agreement as if fully stated therein.

"Add-On Services" means an arrangement under which Bubble charges additional fees for optional Software Services or Professional Services that are non-standard or not covered by existing Statements of Work. In all cases, optional Add-On Services have their own Pricing Sheet(s), or SoW(s), agreed by Bubble and Customer, in advance of additional services being invoiced or commencing.

- Optional **Add-On Software Services** are determined by; a fixed pricing sheet (according to Bubble standard Optional Software add-ons Services Catalog), an agreed Change Order, or an applicable Add-On Software Statement of Work (SoW).

- Optional **Add-On Professional Services** are determined by a fixed/costed Professional Services Statement of Work (SoW), or by the amount of Bubble personnel time and materials used in providing the Professional services, plus reimbursable expenses, rather than by the results achieved. In both cases, optional Professional Services may be billed by the Person-hour, the Person-day, or any other unit agreed upon by Bubble and Customer. Where Professional Services are agreed to be of a speculative or undefined nature, the Customer bears the risk of cost overruns and delays on work agreed to be performed on a Time and Materials Basis.

"Affiliate" means an entity that controls, is controlled by, or is under common control with a party to this Agreement. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity: (a) through ownership of fifty percent (50%) or more of the voting or equity securities of such entity; or (b) pursuant to an agreement with other shareholders or members. Customer's rights in this Agreement related to an Affiliate will continue only for so long as such affiliation continues to exist.

"Agreement" means this Cloud Software Service Master Agreement and any exhibits or attachments hereto.

"Applicable Laws" means (a) any law and any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case; and (b) any non-binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any non-binding industry code of conduct or guideline, which, in each case, relates to this Agreement and/or the Cloud Software Service and/or the activities which are comprised in all or some of the Cloud Software Service or the use or application of the output from the Cloud Software Services.

"Best Industry Practice" means the exercise of reasonable skill, care, prudence, efficiency, foresight, and timelines that would be expected from a reasonably and suitably skilled, trained and experienced person performing the same or similar services.

"Bubble[®]" is a registered company trademark owned and managed by Bubble Ltd.

"Bubble PPM[™]" is a trademarked name for the Bubble[®] Project and Portfolio Management Software provided via this Cloud Software Service.

"Change" means any change, modification, or enhancement to a Statement of Work.

“Change Order” means a written document that describes costed changes/extensions to a Statement of Work that is signed/sanctioned by both parties before Change work commences.

“Cloud Software Service(s)/Software Service(s)” means the online web-based Software as described and designated in the applicable Statement(s) of Work (SoW), Exhibit(s), Change Order(s), or Pricing Sheet(s), provided by Bubble hereunder. Bubble shall host the Software Service(s) and may update the content, functionality and user interface thereof with Error Corrections, Improvements and other modifications from time to time at its discretion.

“Cloud Software Service Availability Target” means the provision of availability to the Cloud Software Service by Bubble in accordance with the targets described in the applicable Exhibit (Bubble Ltd Service Level Agreement – SLA).

“Competitor” means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Bubble. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) industry analysts with adequate knowledge of the portfolio management (chosen by mutual agreement of the parties) commissioned at Bubble’s expense, shall make such determination.

“Configuration and Deployment” means the set of activities defined in the applicable Statement(s) of Work (SoW), Change Order(s), or Pricing Sheet(s) leading to the delivery of the associated Cloud Software Service(s) and applicable User License/Subscription fees.

“Consultants” are users from a 3rd Party Organization who are working for, or collaborating, with the customer and who are working under the customer’s authority.

“Customer Data” means all pre-existing or electronic data or information submitted by Customer to the Cloud Software Service.

“Customer Suggestions” means suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation or functionality of the Cloud Software Service(s), excluding Customer Data and Confidential Information.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Data Processor” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller.

“Data Protection Legislation” means (i) the GDPR as defined below and the e-Privacy Directive (2002/58/EC); (ii) any laws and/or regulations implementing the above legislation which are applicable to the Services; (iii) all other applicable laws and regulations relating to the Processing of Personal Data and privacy; and (iv) the guidance and codes of practice issued by a relevant regulator.

“Data Subject” means the Identified or Identifiable Natural Person to whom Personally Identifiable Data (PID) relates.

“Documentation” means the online Knowledge Base and/or associated digital assets for the Cloud Software Service(s), as updated from time to time, that describe the functions, operation, and use of the Cloud Software Service, and that Bubble makes generally available to subscribers of the Cloud Software Service.

“Error” means any material error or defect in the Cloud Software Service that causes it not to conform in material respects to the Documentation.

“Error Corrections” means modifications that correct Errors.

“Exhibit” means supplementary documents that contain details relevant to this Master Service Agreement

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Improvements” means enhancements, extensions, modifications, and new releases to the Cloud Software Service (other than Error Corrections) that Bubble elects to incorporate into and make a part of the Cloud Software Service, and for which Bubble does not charge an additional fee.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto (whether or not any of the above are registered) and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of actions).

“Kick-Off Date” means the mutually agreed date when Bubble/Customer commence Configuration and Deployment activity of Software Services.

“Liability” means all liabilities, losses, demands, claims, damages, amounts agreed upon in settlement, costs and expenses (including all legal and other professional fees, expenses and disbursements).

“Person-day/hour” means the services of one person full-time for one eight (8) hour workday/for one (1) full hour.

“Personally Identifiable Data” “(PID)” means data that (i) directly identifies an individual Data Subject (e.g., name, email address, etc.) or (ii) by which an agency intends to identify specific individual(s) in conjunction with other data elements.

“Pricing Sheet” means a description of services where the level of required information to make an informed decision on the purchase is deemed insufficient to require a full Change Order or Statement of Work (SoW).

“Professional Services” means the person led or technical services described in one or more Statement(s) of Work or Change Order(s) attached to and incorporated into this Master Agreement.

“Service Levels” means support level standards and system availability commitments set out in the applicable Service Level Agreement (SLA)

“Software” means computer programs in machine-readable object code form set forth on the applicable Statement(s) of Work to which access is provided as part of the Cloud Software Service(s).

“Single Sign-On” or “SSO” means authorised user access via a customer defined 3rd party identity provisioning platform.

“Statement of Work” or “SoW” means any Statement of Work, or pricing sheet, for purchases of Cloud Software Services or Professional Services agreed to between the parties in writing from time to time, that are executed hereunder and deemed incorporated into this Agreement from time to time and that specify, among other things and as appropriate, the services to be provided, the number of Subscriptions ordered, the Subscription term, the scope of work, and the applicable fees.

“Support Services” means Bubble’s standard support services for the Cloud Software Service as set out in the associated SoW.

“Users” means Customer’s employees, Consultants, and contractors (provided they are not direct Competitors of Bubble) who are authorized by Customer to use the Cloud Software Service(s) and have been supplied user identifications and passwords/access via SSO, by Customer (or by Bubble at Customer’s request).

“User Licenses/Subscriptions” means the recurring fees paid by Customer for Users to access the applicable Software Service(s).

“Work Product” means works of authorship (other than Software) that Bubble delivers to Customer in the course of providing Professional services. Work Products may be created during performance of the Professional Services or otherwise (such as those that pre-exist provision of the Professional Services). Examples include tangible deliverables, interface and other customized code, specialized or tailored training curriculum and course materials, custom reports, logic, and design.

2. PROVISION OF SERVICES

This SaaS Master Service Agreement between **Bubble[®] Ltd**, Company No. 04682558, having its trading address at Sheraton House, Castle Park, Cambridge CB3 0AX, United Kingdom ("**Bubble** and/or the "**Supplier**") and customer ("**Customer**") is entered into upon counter signature of the applicable Statement(s) of Work (SoW), Exhibit(s), Change Order(s), or Pricing Sheet(s).

Whereas, Bubble provides Subscription Cloud Software Services and associated Professional Services, Customer desires to subscribe to such Cloud Software Services and/or receive associated Professional Services, and this business relationship and the allocation of responsibilities regarding the Cloud Software Services and Professional services are set forth in this Agreement. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2.1 Cloud Software Service(s) License Grant. Subject to the terms hereof, Bubble grants Customer a non-exclusive, non-transferable, non-sublicensable, and terminable license to access and use the Cloud Software Service, together with the Documentation, solely for Customer's internal business operations and those of its Affiliates during the Term, provided such operations shall not include hosting, service bureau use, outsourcing, lease, sub-license, renting, or time-sharing the Cloud Software Service. The rights granted hereunder are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work or, reverse engineer, disassemble, decompile, translate, discover any source code, modify the Cloud Software Service in any manner or form, or use unauthorised modified versions of the Cloud Software Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorised access to the Cloud Software Service.

2.2 Optional Add-On Services License Grant. Bubble or its licensors have all right, title and interest and all Intellectual Property Rights, to the Optional Add-On Services and Work Product. Bubble grants Customer the non-exclusive, worldwide, paid-up, royalty-free license to use copies of Work Product solely in connection with its use of the Cloud Software Service and to the same extent and pursuant to the same terms and conditions as provided in this Agreement for such Cloud Software Service. Any rights not expressly granted herein are reserved by Bubble.

2.3 Provision of Cloud Software Service(s). Bubble shall make the applicable Cloud Software Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all applicable Statement(s) of Work (SoW), Exhibit(s), Change Order(s), or Pricing Sheet(s) which may be executed hereunder from time to time. During the term of this Agreement, (i) the Cloud Software Service shall perform materially in accordance with the Documentation, and (ii) the functionality of the Cloud Software Service will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of Subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by Bubble with respect to future functionality or features.

2.4 Cloud Software Service Users. User Subscriptions are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Cloud Software Service. Unless otherwise specified, the term of any additional User Subscriptions (as defined in clause 4.1) shall be coterminous with the expiration of the then current Subscription term; and pricing for the additional User Subscriptions shall be the same as that for the pre-existing Subscriptions, prorated for the remainder of the then current Subscription term.

3. USE OF THE CLOUD SOFTWARE & PROFESSIONAL SERVICE(S)

3.1 Bubble Responsibilities. Bubble shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and integrity of the Cloud Software Service and the Customer Data; (iii) provide telephone, email, and online standard Support Services to Customer's Users; and (iv) use commercially reasonable efforts to make the Cloud Software Service generally available to meet the Cloud Software Service Availability Target; (v) comply with all Applicable Laws; (vi) provide the services to the Customer in accordance with the terms of this Agreement and any Statements of Work; (vii) perform this Agreement using only personnel who are appropriately trained and experienced. Bubble will configure the Cloud Software Service to reflect Customer's requirements, as agreed by the parties in the relevant Statement(s) of Work (SoW), Change Order(s), or Pricing Sheet(s). Bubble will system test the configuration of the Cloud Software Service to confirm that it appropriately reflects the Customer requirements, and provides appropriate response times, as determined by mutual agreement of the parties.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer acknowledges that the ability of Bubble to provide the Cloud Software Service requires the co-operation of Customer in providing Bubble with timely responses to requests for information, and the prompt and timely performance by Customer of its obligations. Bubble shall be excused from performing the Cloud Software Services to the extent that Customer delays or refuses to perform its obligations or provide Bubble with such requested assistance or information. Customer agrees with respect to Cloud Software Services: (i) to provide the technology and access to the Internet, as required to use them; (ii) to support the Configuration and Deployment process as required by Bubble and agreed by the parties to access them; (iii) that it is responsible for maintaining the confidentiality of passwords and account information required for access to them, and for all acts that occur in connection with Customer's account; (iv) to immediately notify Bubble of any unauthorised use of Customer's account, breach of security, or loss or theft of user names or passwords; (v) that use of the Cloud Software Services is limited to use by Customer Users for which applicable fees have been paid and that such use does not include the right to resell or sublicense such; (vi) to abide by all Applicable Laws, and not to use the Cloud Software Services for any purpose that is unlawful, not contemplated or prohibited under this Agreement.

Customer shall assist Bubble, as reasonably requested by Bubble, in connection with the Configuration and Deployment of the Cloud Software Service. This assistance includes providing Bubble with the information and Customer systems reasonably required by Bubble to enable it to provide the Cloud Software Service. Customer shall also: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorised access to, or use of, the Cloud Software Service, and notify Bubble promptly of any such

unauthorised use and cooperate to remedy the situation; and (iii) comply with all Applicable Laws in using the Cloud Software Service; (iv) Customer agrees to notify Bubble of any material failure, malfunction, or error in the Cloud Software Service that the Customer detects and to reasonably assist Bubble in its attempts to test and verify the suspected errors.

3.3 Use Guidelines & Restrictions. Customer shall use the Cloud Software Service solely for its internal business purposes as permitted by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Cloud Software Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of Applicable Laws; (iii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Cloud Software Service or the data contained therein; or (vi) attempt to gain unauthorised access to the Cloud Software Service or its related systems or networks. Customer shall not (i) modify, copy or create derivative works based on the Cloud Software Service or Bubble technology; (ii) create Internet "links" to or from the Cloud Software Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Cloud Software Service or Bubble technology, or access it in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Cloud Software Service, or (c) copy any ideas, features, functions or graphics of the Cloud Software Service.

3.4 Cloud Software Services and Professional Services; Other Responsibilities of the Parties. Bubble is responsible for the supervision, direction, and control of its personnel engaged in providing Cloud Software Services and Professional Services under this Agreement. Bubble will try to honour requests by Customer regarding the assignment of Bubble's personnel in performing Professional Services. However, Bubble reserves the right to determine the assignment of its personnel. Bubble may subcontract a service, or any part of it, to subcontractors selected by Bubble. Where Professional Services require on-site engagement with Customer, Customer agrees to provide Bubble, at no charge, on reasonable notice and during normal business hours only: with safe and sufficient access to and use of its facilities (including a suitable technical environment) and royalty-free license and rights to use, copy, and modify necessary materials and software and use communications resources; system and user documentation; office space; personnel; and services as reasonably required by Bubble to enable it to fulfil its obligations under this Agreement. Bubble's performance of services is contingent upon Customer's timely and effective performance of its responsibilities, decisions, and approvals, and Bubble may rely on Customer decisions and approvals. Customer is responsible for the results obtained from the use of the services.

4. FEES & PAYMENT

4.1 Configuration & Deployment fees, Cloud Software User License fees, Change Order fees, optional Add-On Service fees. Customer shall pay all fees specified in all Statements of Work/Change Orders, and optional Add-On Service fees hereunder. All fees are payable in the stated currency. Configuration & Deployment fees are calculated and agreed in advance with customer based on customer configuration requirements. Cloud Software User License fees are based on the required number of User Licenses purchased in the relevant Statement(s) of Work, not the extent of actual usage. User License fees are calculated based on the required number of Users within each of the user type groups agreed. Where applicable, volume, contract duration, and billing cycle pricing discounts will be applied. Where User numbers exceed the agreed User numbers, set out in the Statement(s) of Work, additional user Subscriptions must be purchased by Customer. On occasions, where costed Changes or Optional Add-On Services are required, Change Order fees or Add-on Service Fees will be agreed in advance with customer before Changes/Add-On services are actioned or invoiced.

Except as otherwise expressly provided under Section 8.1 (Indemnification) and Section 10.4 (Termination for Cause), all fees are non-refundable, and the number of User Licenses purchased cannot be decreased below the contracted amount during the term stated on the relevant Statement of Work (unless expressly agreed in writing by an authorized Bubble representative).

4.2 Professional Services; Expenses. Unless otherwise set forth in the applicable Statement of Work, Customer will pay Bubble for all miscellaneous out-of-pocket expenses incurred by Bubble connected to delivery of Professional services as well as for reasonable travel expenses provided such expenses have been pre-approved by Customer. Reimbursement of travel expenses will be in accordance with Bubble's travel expense policy (available on request).

4.3 Invoicing & Payment. Fees will be invoiced as described in the applicable Statement(s) of Work (SoW), Exhibit(s), Change Order(s), or Pricing Sheet(s) and, unless stated otherwise, charges are due net 30 days from the invoice date.

4.4 Overdue Payments. Any payment not received from Customer by the due date may accrue, at Bubble's discretion, late charges at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. However, such interest will not apply to the extent a payment is the subject of a good faith dispute between the parties provided that Customer has notified Bubble of such dispute in writing. The parties shall, in good faith, work together to expeditiously and amicably resolve any such dispute.

4.5 Suspension of Cloud Software Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges under reasonable and good faith dispute), in addition to any of its other rights or remedies, Bubble reserves the right to suspend the Cloud Software Service and related Add-On Services provided to Customer, without liability to Customer, until such amounts are paid in full.

4.6 Taxes. All amounts payable under this Agreement shall be exclusive of Value Added Tax (VAT) or other Government imposed excises or taxes (if any) that shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights. Customer acknowledges that in providing the Cloud Software Service, Bubble utilises: (i) the Bubble[®] PPM™ name, the Bubble logo/marks, the www.bubbleppm.com domain name, other product and service names associated with the Cloud Software Service(s), and other associated trade/service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information and that such is covered by Intellectual Property Rights owned or licensed by Bubble. Customer acknowledges and agrees that Bubble owns all right, title and interest in and to the Software and Cloud Software Service(s) and all Intellectual Property Rights therein. Any rights not expressly granted herein are reserved by Bubble. Other than as expressly set forth in this Agreement, no license or other rights in or to the foregoing are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 Work Product. Bubble (or its licensors) has all right, title, and interest (including all Intellectual Property Rights) to all Work Product. Bubble will deliver one (1) copy of each Work Product deliverable to Customer, and hereby grants Customer the non-exclusive, worldwide, fully paid-up, royalty-free license to use copies of each such Work Product solely in connection with its use of the Services to the same extent and pursuant to the same terms and conditions as provided in this Agreement for such Software.

5.3 Customer Data. As between Bubble and Customer, all Customer Data input into the Cloud Software Service(s) is owned exclusively by Customer and no licence or other rights in or to the foregoing are granted to Bubble. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Bubble may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

5.4 Customer Suggestions. Bubble shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Cloud Software Service any Customer Suggestions. Bubble shall have no obligation to make Customer Suggestions an Improvement. Customer shall have no obligation to provide Customer Suggestions.

6. CONFIDENTIALITY

6.1 Customer Confidential Information. The terms of this Agreement are confidential. Bubble acknowledges that in providing Cloud Software Services to Customer, it may have access to certain non-public business information of Customer, including, but not limited to Customer Data. Such information will be treated as Confidential Information of Customer ("Customer Confidential Information") by Bubble. Bubble agrees that it will: (a) treat all Customer Confidential Information with the same degree of care as it accords its own confidential information, but not less than reasonable care; (b) use the Customer Confidential Information only in connection with providing Cloud Software Services, Change Orders, and Optional Add-On Services under this Agreement; and (c) not disclose or disseminate the Customer Confidential Information to any third party. Bubble agrees that the only employees and contractors who will have access to Customer Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

6.2 Bubble Confidential Information. The terms of this Agreement are confidential. In addition, the Documentation, Cloud Software Services, Change Orders, and Optional Add-On Services (including Work Product) constitute confidential information of Bubble[®] Ltd ("Bubble Confidential Information"). Customer agrees that it will: (a) treat all Bubble Confidential Information with the same degree of care as it accords to its own confidential information, but not less than reasonable care; (b) use the Bubble Confidential Information only in connection with its use of the Cloud Software Services, Change Orders, and Optional Add-On Services provided under this Agreement; and (c) not disclose or disseminate the Bubble Confidential Information to any third party. Customer agrees that the only employees and contractors who will have access to Bubble Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

6.3 Exceptions to Confidentiality. Information will not be deemed Confidential Information of either Customer or Bubble under this Agreement if such information: (a) is or becomes rightfully known to recipient without any obligation of confidentiality or breach of this Agreement; (b) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the recipient of such Confidential Information; or (c) is independently developed by the recipient of such Confidential Information without use of the other party's Confidential Information. The recipient of such Confidential Information may disclose such Information pursuant to the requirements of a governmental agency or by operation of law, provided that the recipient gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

6.4 Unauthorised Disclosure; Remedies. If a party believes that there has been an unauthorised disclosure of Confidential Information, it shall promptly notify the other party. The parties will reasonably assist each other in remediating or mitigating any potential damage. The cost of remediation or mitigation shall be borne by each party to the extent the breach or incident was caused by it. If a party discloses or uses (or threatens to disclose or use) any of the other party's Confidential Information in breach of this Section 6, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. WARRANTIES; REMEDY & DISCLAIMERS

7.1 Warranties. Each party warrants that it has the status, authority and capacity to enter into this Agreement. Bubble warrants that (i) it will provide the Cloud Software Service(s) in a manner consistent with Best Industry Practice reasonably applicable to the provision thereof; (ii) that the Cloud Software Service will perform materially in accordance with the Documentation and be available in accordance with the Cloud Software **Service Levels** and (iii) it owns

or otherwise has sufficient rights to the Cloud Software Services to grant the rights and licenses granted herein. Bubble warrants that it will perform the Statement(s) of Work, Change Order(s) and Optional Add-On Service(s) in a professional, workmanlike manner.

7.2 Exclusions. Bubble has no obligations or responsibilities of any kind related to the Cloud Software Service with respect to: (i) problems in the use or functioning of the Cloud Software Service or Software caused by any hardware or software product, but not including problems which are the result of incompatibility of the Software with such hardware or software if the Software was designed to work with such hardware or software as specified in the Documentation; (ii) use of the Cloud Software Service inconsistent with the Documentation. If Bubble provides warranty or Professional Services for any problem caused by any of the foregoing or for troubleshooting with respect to any of the foregoing, or if Bubble's support efforts are increased as a result, Bubble may impose charges at its then standard commercial time and materials rates for all such services, including travel and per diem expenses (in accordance with the provisions of Sections 4.1 and 4.2). The Bubble customer support representative will notify the Customer as soon as the billable status of a call is determined. The Customer may terminate a call at that time without charge.

7.3 Remedies. If the Cloud Software Services fails to perform in accordance with the Documentation as warranted, and Customer timely reports such failure to Bubble, Bubble shall correct the non-conforming Cloud Software Service at no additional charge. If Bubble fails to provide the Change Order(s), Optional Add-On service(s) or Professional Service(s) in accordance with the Statement of Work or Pricing Sheet as warranted, and Customer reports such failure to Bubble within ten (10) days after the performance of such, Bubble will re-perform such Change Orders, Optional Add-On services and Professional services at no additional charge. The provisions of this Section constitute Customer's sole and exclusive remedy, and Bubble's sole and exclusive liability, for breach of the warranty set forth above.

7.4 Disclaimer. Except as expressly provided herein, Bubble makes no representations, warranties, or conditions of any kind, whether express, implied, statutory, or otherwise. Bubble hereby specifically disclaims all implied representations warranties, or conditions including any representation, warranty or condition of title, non-infringement, merchantability, or fitness for a particular purpose, to the maximum extent permitted by applicable law. Bubble does not warrant that the operation of the Cloud Software Service(s) or software will be uninterrupted or error-free or that they will be suitable for or meet the requirements of customer.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Bubble. Subject to this Agreement, Bubble shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base Cloud Software Service as contemplated hereunder infringes a United Kingdom patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Bubble; provided, that Customer (a) promptly gives written notice of the Claim to Bubble; (b) gives Bubble sole control of the defence and settlement of the Claim; and (c) provides to Bubble all available information, assistance and authority to defend; and (d) not have compromised or settled such proceeding without Bubble's prior written consent. Should the Cloud Software Service become, or in Bubble's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Bubble will either: (a) obtain for Customer the right to use the Cloud Software Service; or (b) replace or modify the Cloud Software Service so that it becomes non-infringing. If Bubble, in its sole discretion, concludes that neither of these alternatives is reasonably available, Customer agrees to immediately cease its use of the Cloud Software Service on Bubble's written request and Bubble will reimburse Customer for any prepaid, unused Cloud Software License Fees for the period after Customer's cessation of use of the Cloud Software Service.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Bubble harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Bubble by a third party alleging that the Customer Data or Customer's use of the Cloud Software Service (as opposed to the Cloud Software Service itself) infringes the Intellectual Property Rights of, or has otherwise harmed, a third party; provided, that Bubble (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defence and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Bubble of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

8.3 Exceptions from Indemnification. Bubble will have no liability for any infringement or claim which results from: (a) use of the Cloud Software Service in combination with any non-Bubble-provided hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Bubble's development of any changes or modifications to the Cloud Software Service(s) or Change Order(s), Optional Add-On Service(s) and Professional Services at Customer's request or instruction; or (c) use of the Cloud Software Service in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Documentation if such infringement or claim would not have occurred but for such use. This Section states Bubble's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. Except as set forth in 9.2 below, in no event shall either party's aggregate liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability, exceed the lesser of £50,000 or the amounts actually paid by and due from Customer hereunder for the service which was the subject of the claim during the preceding six (6) month period.

9.2 Exclusion of Consequential and Related Damages. Except for customer's breach of sections 2, 3.3, 6, or 11.6 or as otherwise expressly set forth herein, in no event shall either party have any liability to the other party for third party claims, loss of or damage to records or data, any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and,

whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so such exclusions may not apply.

9.3 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.

10. TERM & TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all applicable Statement(s) of Work (SoW), Exhibit(s), Change Order(s), or Pricing Sheet(s) are completed, have expired, or been terminated.

10.2 Term of User License Fees/Subscriptions. User License Fees/Subscriptions for Software Services commence on the counter signature date, or start date, specified in the applicable Statement(s) of Work (SoW) or Pricing Sheet(s) and continue for the Subscription term specified therein. For software deployments, where a start date requires liaison between parties, the commencement of User License Fees/Subscriptions is tied to the Kick-Off Date. Provided that Bubble has not discontinued the availability of such, user License Fees/Subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives Bubble notice of termination at least thirty (30) days prior to the end of the relevant License Fee/Subscription term.

10.3 Termination of Professional Services Statement of Work. Customer may terminate a Professional Services Statement of Work, with no obligation to Bubble, if written termination is received by Bubble at least ten (10) business days before the scheduled date for commencement of Professional Services under such Statement of Work. If Customer fails to terminate a Statement of Work within this time frame, Bubble may invoice Customer (or deduct from the prepaid service balance, if any), and Customer agrees to pay Bubble, for actual and reasonable costs and expenses incurred by Bubble for cancelled Professional Services under the affected Statement of Work, including any non-recoverable travel or travel-related expenses. Such costs and expenses may include lost revenue from resources which Bubble was not able to redeploy (which in no event will exceed ten (10) business days per resource). Bubble will use commercially reasonable efforts to mitigate such costs and expenses.

10.4 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 60 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Bubble shall not refund Customer any prepaid fees for the remainder of the affected Cloud Software Service Subscription term after the date of termination.

10.5 Outstanding License Fees/Subscriptions. Termination shall not relieve Customer of the obligation to pay any License Fees/Subscriptions accrued or payable to Bubble prior to the effective date of termination. Upon termination for cause by Bubble, License Fees/Subscriptions will still accrue for the period that the Cloud Software Service is maintained by mutual agreement to ensure a smooth handover or termination.

10.6 Return of Customer Data. Upon request by Customer made within thirty (30) days of the effective date of termination or expiration, Bubble will make available to Customer for download a file of Customer Data in a mutually-agreed format. Bubble shall not unreasonably refuse Customer's request to extend the retrieval period for up to ninety (90) days, provided such request is made within thirty (30) days of expiration or termination. After such thirty (30) day period, Bubble shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10.7 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 1, 4, 5, 6, 8, 9, 10 and 12.

11. DATA PROTECTION

11.1 Each party will fully comply with all of its obligations under the Data Protection Legislation.

11.2 When Processing Personally Identifiable Data, the Supplier will act only in accordance with the Bubble® Ltd Data Processing Addendum (DPA) for Bubble® PPM, which accompanies and forms part of these terms. This Addendum includes a full current list of Processing/Transfer Activities.

11.3 The Supplier will take appropriate technical and organisational security measures against the accidental or unlawful Processing of Personal Data and against the accidental or unlawful loss, destruction, alteration, unauthorised disclosure of, or access to, Personal Data. Bubble shall ensure that such measures shall, having regard to the state of technological development and cost of implementation, provide a level of security appropriate to (i) the harm that might result from the events as mentioned in the first sentence of this Section 11 and (ii) the nature of the Personal Data to be Processed.

11.4 Data Subjects. The Bubble PPM system holds the minimum Personally Identifiable Data (PID) that is required to enable secure user access. (Consent driven: Name, Username, Email, and optionally, Job title, User avatar/photo, Department name). The system will not include any additional personal data for Users. PID for non-Users is limited to Customer controlled use of Name and Job title).

Data Rectification and Restriction of Processing

11.5 Upon noticing or request by the Customer, the Supplier shall carry out, within 48 hours, the rectification of inaccurate Personally Identifiable Data (PID) or the completion of incomplete Personally Identifiable Data (PID) for a Data Subject.

11.6 The Customer may, by written instruction to the Supplier, specify circumstances in which the Supplier is to carry out rectification of inaccurate Personally Identifiable Data (PID) or complete incomplete Personally Identifiable Data (PID) at the request of a Data Subject. The Supplier shall comply with any such instruction unless and until that instruction is rescinded or varied by subsequent written notice from the Customer.

11.7 Upon request by the Customer, the Supplier shall, within 48 hours, restrict the scope of Processing of Personal Data in accordance with the Customer's instructions, which shall meet the conditions set out in Article 18 of the GDPR, and shall inform the Customer of such changes.

Erasure ("right to be forgotten") and Data Portability

11.8 Upon request by the Customer, the Supplier shall promptly and no later than 48 hours from the request, destroy Personal Data specified by the Customer and erase it from their systems, including, but not limited to, third party-backup servers, unless applicable mandatory laws require storage of the Personal Data.

11.9 Upon request by the Customer, the Supplier shall send to the Customer, to a Data Subject or, where technically feasible, to any other party designated by the Customer, Personal Data specified by the Customer, in a structured, commonly used and machine-readable format.

12. GENERAL PROVISIONS

12.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as expressly provided in this Agreement. There are no third-party beneficiaries to this Agreement.

12.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given and received upon: (i) personal delivery; (ii) three (3) business days after sending by registered or certified mail, return receipt requested, postage prepaid; (iii) two (2) business days after sending by confirmed e-mail; or (iv) one (1) business day after deposit with a commercial overnight carrier, with written verification of such receipt. All communications shall be sent to each party's address specified in this Agreement (or such other address as such party may later specify in writing for such purpose) or email address as specified in Section 12.2.1. Notices to Bubble shall be addressed to support@bubblegroup.com marked for the attention of its Managing Director. Notices to Customer will be sent to the Customer signatory contact set forth in the associated Addendum(s), Exhibit(s) or Statement(s) of Work (SoW) and will be deemed delivered as of the date of actual receipt.

12.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising or enforcing any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.4 Severability; Section Headings. If any provision of this Agreement is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision shall be deemed severed from the Agreement, and the remaining provisions of this Agreement shall remain in effect. The section headings in this Agreement are solely for the convenience of the parties and have no legal or contractual effect.

12.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of amounts due and payable hereunder and the maintenance of confidentiality) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving Bubble or Customer employees, respectively), computer attacks or malicious acts, such as attacks through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.6 Assignment. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party; provided, however, that either party may without the prior consent of the other party assign all of its rights under this Agreement to: (a) its Affiliate; (b) a purchaser of all or substantially all of its stock or assets; or (c) a third party participating in a merger or other corporate reorganisation in which the assigning party is a constituent corporation, provided that the scope of use of the Service is not increased thereby and except that Customer shall have no right to assign this Agreement to a direct Competitor of Bubble. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any other purported attempt to do so is void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Governing Law. This Agreement shall be construed and governed exclusively by English law, without regard to its conflicts of laws. The United Nations Convention on the International Sale of Goods will have no application to this Agreement. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

12.8 Venue. The parties agree to submit to the exclusive jurisdiction of the English Courts.

12.9 Export. Each party shall comply with all relevant export control laws, executive orders or regulations applicable to its performance under this Agreement.

12.10 Customer Recognition. Customer grants Bubble the right to add Customer name and company logo to the Bubble customer list and website

12.11 Customer as Reference. At Bubble's request, Customer agrees to act as a reference for Bubble by speaking with a reasonable number of customer prospects, press contacts, industry analysts and about Customer's implementation and use of Service(s).

12.12 Non-solicitation. During the term of this Agreement and for one (1) year after its termination, neither party will solicit for employment or engagement any personnel, or hire or enter into a contract with any employee, consultant, or former employee of the other, without first obtaining such other party's written consent, except for former employees or consultants whose employment or engagement has been terminated for over six (6) months.

12.13 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Statements of Work executed hereunder, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties acknowledge that in entering into this Agreement, no party relies on and will have any remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. For avoidance of doubt, emails with a typed name and/or signature block do not constitute signed writings. In the event of any conflict between the provisions in this Agreement and any Exhibit or addendum hereto, or Statement of Work executed hereunder, the terms of the Agreement shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Statements of Work) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.14 Counterparts. This Agreement may be deemed as executed ("Effective Date") when the parties' authorized signatories have duly executed and countersigned the accompanying Statement of Work (SoW), Addendum, Change Order, or optional Add-On Services, whether in person or electronically, by email and in counterparts. Taken together, the terms shall form one binding legal instrument.