

Terms of Service (updated 07/05/20)

Select Terms of Service based on the BlueBridge One country office you are working with:

1. United Kingdom
2. South Africa
3. Romania (English)

1. **Interpretation.** In this Master Services Agreement, the following terms shall have the following meanings:

“**BlueBridge One**” means BlueBridge One Business Solutions Limited, a company registered in England with company number 04762910 and whose registered office address is C/O Cox Costello & Horne 4th & 5th Floor, 14-15 Lower Grosvenor Place, London SW1W 0EX.

“**Customer**” (or “**you**”) the person or company named on a SOW as the Customer.

“**Customer Information**” any information or content provided by the Customer to BlueBridge One in relation to the performance of the Professional Services.

“**Deliverables**” means any tangible or intangible results provided, created or developed by BlueBridge One for the Customer as part of the Professional Services.

“**Fees**” means the fees due by the Customer to BlueBridge One for the provision of the Professional Services, as set out in this agreement or in an SOW.

“**Maintenance**” has the meaning set out in clause 20.

“**Professional Services**” means the services provided by BlueBridge One to the Customer in accordance with an SOW.

“**Software Licence**” means the terms of the BlueBridge One software licence relating to the licensing of software provided by BlueBridge One to the Customer as part of the Professional Services.

“**SOW**” a Statement of Work prepared by BlueBridge One and issued to the Customer.

2. This Master Services Agreement together with each SOW and Software Licence (together the “**Terms**”) shall govern the provision of all goods and services provided by BlueBridge One to the Customer. The Terms supersede all prior agreements, representations, or understandings between the parties in relation to the Professional Services.

3. Any SuiteApp or SuiteExtender products supplied or provided by BlueBridge One as set out in an applicable SOW will be subject to terms of the Software Licence.

4. Customer agrees that it is not relying on any statement or representation made by a representative of BlueBridge One that is not expressly set out in the Terms.

5. In the event of inconsistency or conflict between the terms of an SOW and this Master Services Agreement, the SOW shall take precedence.

6. **Customisations.** From time to time Customer may request BlueBridge One to provide custom developed components and/or services (“**Customisations**”) to extend core internal NetSuite product functionality or to integrate other third-party services to NetSuite. These Customisations will be recorded as separately identifiable work elements on the SOW.

7. Customer acknowledges that from time to time, as a direct consequence of a third party vendor software updates, Customisations undertaken by BlueBridge One may cease to operate as designed and that BlueBridge One does not accept any responsibility for such occurrences other than as contemplated elsewhere in this agreement.

8. BlueBridge One undertakes to use all reasonable endeavours to ensure that Customisations it performs comply with all design and coding standards communicated by the relevant software vendor which to the best of their knowledge is current at the time.

9. **Deliverables.** BlueBridge One shall retain all rights, title and interest in and to the Deliverables included related intellectual property rights, other than those rights granted to the Customer under the terms of this clause. The Customer acknowledges that the Deliverables are BlueBridge One’s confidential information and the Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. Subject to these Terms, BlueBridge One hereby provides the Customer with a perpetual royalty free, non-exclusive license to use the Deliverables solely for the Customer’s business operations in connection with its authorised use of the applicable service.

10. **Status of the parties.** BlueBridge One is acting solely as an independent contractor and does not enter into any employment relationship with the Customer by virtue of the provision of the Professional Services. The Customer accepts that is exclusively responsible for determining its own services requirements and for satisfying itself that the Professional Services meet such requirements.

11. **Assignment.** You may not assign this Master Services Agreement, in whole or in part, whether or not to a group company, a successor to your business or any third party, without the prior written consent of BlueBridge One, which consent shall not be unreasonably withheld.

12. BlueBridge One may subcontract all or part of its obligations under this Master Services Agreement, provided that BlueBridge One will remain responsible for the proper performance of such responsibilities by such subcontractor under this Master Services Agreement.

13. **Non-Solicitation and hiring of other’s employees.** During the term of this agreement, each party may have contact with key personnel of the other party. In order to preserve the integrity of our relationship, the Customer and BlueBridge One agree not to, and not to assist any third party to, without the prior written consent of the other party hereto, solicit for employment, engage or utilise the services of any person who is then, or who was within the immediately preceding twelve (12) months, an employee of the other party (including any consultant retained by BlueBridge One to provide services to you under this Agreement). The provisions of this clause shall remain in effect for a period ending one year after the latest to occur of: (a) termination of Maintenance, or (b) completion of the Professional Services. In the event of a breach of this clause, the breaching party shall pay to the other party, as liquidated damages and not as a penalty, a sum equal to one hundred fifty percent (150%) of the annual compensation agreed to be paid by the breaching party to the person hired. This remedy is in addition to any other remedies available at law or inequity.

14. **Publicity and confidentiality.** The Customer grants permission for BlueBridge One to identify the name of the Customer as a client of BlueBridge One in any press release, promotional material or other literature prepared by or for BlueBridge One, provided that no quotes of your employees or agents will be used without their express consent.

15. Other than provided above, neither you nor BlueBridge One will disclose (except in a confidential manner in that party’s legal, accounting and professional advisers, on a “need-to-know” basis) any publicity or information about this Master Services Agreement, its terms and conditions or any confidential

information of the other party, without the prior written consent of the other party; provided, however, that either party may comply with any legal, governmental or judicial requirement of disclosure upon timely written notice of such requirement to, and co-operation in obtaining necessary protective arrangements with, the other party.

16. **Payment.** All Fees payable by the Customer shall be paid without offset or deduction of any kind, including, without limitation, government mandated withholdings (which you shall “gross up” to ensure that BlueBridge One receives the full amount of the Fees due). Fees not paid in accordance with the payment terms as specified on the SOW shall be subject to a late payment penalty. You agree to reimburse BlueBridge One for any of its expenses (including, without limitation, legal and attorney fees) incurred in the collection of overdue Fees.

17. All Fees are payable in the currency specified in the applicable SOW. All Fees are exclusive of any applicable shipping costs and sales, use, property and other taxes and import or other duties, however designated or levied (except taxes assessed upon the profit or gain of BlueBridge One), all of which shall be your responsibility. You agree that any such taxes and duties which are separately stated on BlueBridge One’ invoices shall be payable by you directly to BlueBridge One unless you provide to BlueBridge One satisfactory evidence of tax exemption. In the event that BlueBridge One shall pay such taxes or charges from its own funds; you shall promptly reimburse BlueBridge One for all such taxes or charges paid on your behalf, including any related interest or penalty charges.

18. **Default and termination.** BlueBridge One may cease to provide any Professional Services and/or terminate this Master Services Agreement, in whole or in any part (including terminating any one or more SOW/s or Software Licences), if (i) you breach any provision of this Master Services Agreement, including, without limitation, your failure to timely pay any Fees, providing that such termination shall not take effect if you cure such breach prior to the expiration of thirty days from receiving notice of such breach, or (ii) immediately, if you enter into liquidation, whether voluntarily or compulsory, or have a receiver appointed, or commit an act of bankruptcy, or become insolvent, or enter into any arrangement with your creditors, or take or suffer any similar action in consequence of debt, or cease, or threaten to cease, to carry your business.

19. Such termination is without prejudice to the right of BlueBridge One to (i) retain any Fees paid prior to termination, (ii) to require payment of any Fees that were due and unpaid (whether or not yet invoiced at the effective date of termination), (iii) to continue to provide Professional Services in relation to any part of this Master Services Agreement or SOW not so terminated, and (iv) to claim any remaining Fees due and/or to obtain equitable relief, damages, or both, for breach by you of any provision of this Master Services Agreement.

20. **Maintenance.** BlueBridge One levies an annual “Maintenance” charge on all Customisation services. Maintenance covers the cost the Customer would ordinarily have incurred in rectifying any fault had Maintenance not been in place. Maintenance is levied annually in advance, in the amount stated on the applicable SOW.

21. Where Maintenance costs have been included on a SOW the Maintenance shall commence on the dated stated in the SOW (or where not stated, on the date on which the work covered by the

SOW is completed and shall end 12 months later (the “**Renewal Date**”). Thirty days prior to the Renewal Date the Customer will be sent a Maintenance Renewal SOW. Customer may by email notification to billing@bluebridgeone.com request that all or specific Customisations be excluded from Maintenance (“**Opt-out**”). Such notification to Opt-out must be made by email to billing@bluebridgeone.com not less than fifteen days prior to the Renewal Date. Failing any such Opt-out, the Maintenance charge stated in the Maintenance Renewal SOW will automatically apply from the Renewal Date for a further 12 month period. Further annual renewals of Maintenance shall apply accordingly.

22. Where the Customer has chosen to Opt-out, the Customer acknowledges that any work undertaken by BlueBridge One to investigate and/or remedy a fault, which would ordinarily have been covered under the maintenance provisions of this paragraph, will require a separate SOW and will be chargeable at the then current standard hourly service rates.

23. Maintenance covers the cost of amendment to any code or customisations authored by BlueBridge One which are reasonably required in order to maintain it in good working order based on the original design specification, including but not limited to amendments required as a direct consequence of a NetSuite software update or any defects identified in BlueBridge One code or customisations applied in the original design specification. Maintenance does not cover:

- a. the implementation of workarounds or code modifications required as a result of a NetSuite logged defect. Customer acknowledges that correcting most defects is often solely dependent on NetSuite releasing a fix and that the prioritisation of such a fix is solely dependent of NetSuite's internal processes for prioritising such defects. In the case where a fix is required by NetSuite, and if requested by the customer, BlueBridge One will work with the Customer to identify and suggest potential interim or permanent workarounds to circumvent the defect, however any work required to design, build and implement any such workaround will be billable to the customer.
- b. modifications required to update or upgrade any SuiteCommerce Advanced and/or SiteBuilder code.
- c. modifications to any code required as a result of changes made by a third party vendor other than by NetSuite.
- d. modifications required as a result of a major platform or feature change made by NetSuite.
- e. modifications required as a result of a request to remove or disable any customisation.

24. Owing to the reliance on one or more software vendors BlueBridge One is not in a position to guarantee a fixed response time for dealing with Customer reported errors. However, BlueBridge One does undertake to use all reasonable endeavours in responding to, and correcting such errors.

25. **Information and other requests.** You hereby agree to provide BlueBridge One with a prompt and adequate response to requests for information and any other requests required for the delivery of the Professional Services. In the event that BlueBridge One makes a reasonable request that is not timeously or adequately responded to by the Customer, BlueBridge One reserves the right to issue a ‘Final Notice’ pertaining to the request. If a response to the Final Notice is not received within thirty (30) days BlueBridge One reserves the right to suspend and/or terminate this agreement and/or to be relieved of any further obligations relating to the applicable SOW. In addition, all outstanding Fees associated with the applicable SOW shall be considered earned in full as of

the expiration of the thirty (30) day period. Any and all services requested following the expiration of the aforementioned thirty (30) day period will require the execution of a new SOW.

26. **Customer Information.** The Customer grants to BlueBridge One a licence to use the Customer Information for the purposes of providing the Professional Services. The Customer warrants that it owns or validly licences all Customer Information and that its use by BlueBridge One in the performance of the Professional Services shall not infringe the intellectual property rights, or any other rights, of any third party.

27. In the event of termination of this Agreement BlueBridge One shall when directed to do so by you, instruct its agents and sub-contractors to, erase all Customer Information from BlueBridge One's systems.

28. BlueBridge One shall comply at all times with its obligations under the European Union General Data Protection Regulation (GDPR). Please refer to our Privacy Statement for further details.

29. **Limitation of liability.** No other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and of fitness for a particular purpose, are made with respect to the software, Maintenance or Professional Services provided by BlueBridge One. In no event will BlueBridge One be liable to you or any other party for any reason whatsoever, whether in contract, tort or otherwise for any form of indirect, special, consequential, or incidental loss, damage or expense (including but not limited to, loss due to inability to obtain data, loss of business, or loss of anticipated profits) in connection with or arising out of the Professional Services provided, even if advised of that possibility. In any event, BlueBridge One's liability for damages shall not exceed the Fees paid by you for the particular software, Maintenance or Professional Services (as the case may be) involved.

30. No claims or actions arising from the Professional Services may be brought by either party more than one year after the facts creating the cause of action become known to that party.

31. **Notices.** Except as provided below, all notices (other than invoices and other routine business communications) provided for in this Master Services Agreement shall be in writing and shall be sent pre-paid, by reputable "overnight" courier, to the executive and address of the other party set forth on the SOW, or to such other executive or address as that party shall hereafter give written notice. Additionally, notice shall be considered validly served by email where the recipient has replied to such email or acknowledged receipt.

32. **Force majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Master Services Agreement arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting a party, that party shall notify the other party and use all reasonable endeavours to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

33. **Export control compliance.** You agree to comply with all applicable export control laws and regulations.

34. **Third party rights.** No person who is not a party to the Agreement has any rights under the Contracts (Rights of Third

Parties) Act 1999 to enforce any part of this agreement.

35. **Data Processing.** Where BlueBridge One processes Customer personal data, the terms set out in the Schedule shall apply.

36. **Waiver.** The failure of either party to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to the Terms does not constitute a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise such term or right.

37. **Execution.** This Master Services Agreement may be executed in more than one counterpart (SOW), each of which shall be an original, and both of which, taken together, shall constitute one and the same Agreement.

38. **Law and jurisdiction.** These Terms are governed by English law and the parties shall submit any dispute arising from them to the exclusive jurisdiction of the English courts.

DATA PROCESSING SCHEDULE

1. **Definitions and Interpretation.** Capitalised terms and expressions used in this Schedule shall have the following meaning:

"**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with this Agreement;

"**Contracted Processor**" means a Subprocessor;

"**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"**EEA**" means the European Economic Area;

"**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"**GDPR**" means EU General Data Protection Regulation 2016/679;

"**Data Transfer**" means a transfer of Customer Personal Data from the Customer to a Contracted Processor; or an onward transfer of Customer Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

"**Services**" means the services which the Customer provides to its Customers.

"**Subprocessor**" means any person appointed by or on behalf of BlueBridge One to process Personal Data on behalf of the Customer in connection with the Agreement.

The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data. Where BlueBridge One Processes Customer Personal Data under the terms of the agreement, the following terms shall apply:

2.1 BlueBridge One shall comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.2 BlueBridge One shall not Process Customer Personal Data other than on the relevant Customer's documented instructions.

3. BlueBridge One Personnel. BlueBridge One shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, BlueBridge One shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5. In assessing the appropriate level of security, BlueBridge One shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing. BlueBridge One shall not appoint (or disclose any Customer Personal Data to) any Subprocessor unless required or authorised by the Customer (which shall include authorization under the terms of the Agreement).

7. Data Subject Rights. Taking into account the nature of the Processing, BlueBridge One shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8. BlueBridge One shall:

8.1 promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

8.2 ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which BlueBridge One is subject, in which case BlueBridge One shall to the extent permitted by applicable laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

9. Personal Data Breach. BlueBridge One shall notify Customer without undue delay upon BlueBridge One becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the

Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

10. BlueBridge One shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

11. Data Protection Impact Assessment and Prior Consultation. BlueBridge One shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

12. Deletion or return of Customer Personal Data. BlueBridge One shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Customer Personal Data delete and procure the deletion of all copies of those Customer Personal Data.

13. Audit rights. BlueBridge One shall make available to the Customer on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.

14. Information and audit rights of the Customer only arise under section 13 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

15. Data Transfer. BlueBridge One may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

1. **Interpretation.** In this Master Services Agreement, the following terms shall have the following meanings:

“**BlueBridge One**” means BlueBridge One Business Solutions (Pty) Ltd, a company registered in South Africa and whose address is 1st floor, Gatehouse, 2 Fir Street, Black River Park, Observatory, Cape Town, 7925, South Africa.

“**Customer**” (or “**you**”) the person or company named on a SOW as the Customer.

“**Customer Information**” any information or content provided by the Customer to BlueBridge One in relation to the performance of the Professional Services.

“**Deliverables**” means any tangible or intangible results provided, created or developed by BlueBridge One for the Customer as part of the Professional Services.

“**Fees**” means the fees due by the Customer to BlueBridge One for the provision of the Professional Services, as set out in this agreement or in an SOW.

“**Maintenance**” has the meaning set out in clause 20.

“**Professional Services**” means the services provided by BlueBridge One to the Customer in accordance with an SOW.

“**Software Licence**” means the terms of the BlueBridge One software licence relating to the licensing of software provided by BlueBridge One to the Customer as part of the Professional Services.

“**SOW**” a Statement of Work prepared by BlueBridge One and issued to the Customer.

2. This Master Services Agreement together with each SOW and Software Licence (together the “**Terms**”) shall govern the provision of all goods and services provided by BlueBridge One to the Customer. The Terms supersede all prior agreements, representations, or understandings between the parties in relation to the Professional Services.

3. Any SuiteApp or SuiteExtender products supplied or provided by BlueBridge One as set out in an applicable SOW will be subject to terms of the Software Licence.

4. Customer agrees that it is not relying on any statement or representation made by a representative of BlueBridge One that is not expressly set out in the Terms.

5. In the event of inconsistency or conflict between the terms of an SOW and this Master Services Agreement, the SOW shall take precedence.

6. **Customisations.** From time to time Customer may request BlueBridge One to provide custom developed components and/or services (“**Customisations**”) to extend core internal NetSuite product functionality or to integrate other third-party services to NetSuite. These Customisations will be recorded as separately identifiable work elements on the SOW.

7. Customer acknowledges that from time to time, as a direct consequence of a third party vendor software updates, Customisations undertaken by BlueBridge One may cease to operate as designed and that BlueBridge One does not accept any responsibility for such occurrences other than as contemplated elsewhere in this agreement.

8. BlueBridge One undertakes to use all reasonable endeavours to ensure that Customisations it performs comply with all design and coding standards communicated by the relevant software vendor which to the best of their knowledge is current at the time.

9. **Deliverables.** BlueBridge One shall retain all rights, title

and interest in and to the Deliverables included related intellectual property rights, other than those rights granted to the Customer under the terms of this clause. The Customer acknowledges that the Deliverables are BlueBridge One’s confidential information and the Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. Subject to these Terms, BlueBridge One hereby provides the Customer with a perpetual royalty free, non-exclusive license to use the Deliverables solely for the Customer’s business operations in connection with its authorised use of the applicable service.

10. **Status of the parties.** BlueBridge One is acting solely as an independent contractor and does not enter into any employment relationship with the Customer by virtue of the provision of the Professional Services. The Customer accepts that is exclusively responsible for determining its own services requirements and for satisfying itself that the Professional Services meet such requirements.

11. **Assignment.** You may not assign this Master Services Agreement, in whole or in part, whether or not to a group company, a successor to your business or any third party, without the prior written consent of BlueBridge One, which consent shall not be unreasonably withheld.

12. BlueBridge One may subcontract all or part of its obligations under this Master Services Agreement, provided that BlueBridge One will remain responsible for the proper performance of such responsibilities by such subcontractor under this Master Services Agreement.

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the other party; provided, however, that either party may comply with any legal, governmental or judicial requirement of disclosure upon timely written notice of such requirement to, and co-operation in obtaining necessary protective arrangements with, the other party.

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18. **Default and termination.** BlueBridge One may cease to provide any Professional Services and/or terminate this Master Services Agreement, in whole or in any part (including terminating any one or more SOW/s or Software Licences), if (i) you breach any provision of this Master Services Agreement, including, without limitation, your failure to timely pay any Fees, providing that such termination shall not take effect if you cure such breach prior to the expiration of thirty days from receiving notice of such breach, or (ii) immediately, if you enter into liquidation, whether voluntarily or compulsory, or have a receiver appointed, or commit an act of bankruptcy, or become insolvent, or enter into any arrangement with your creditors, or take or suffer any similar action in consequence of debt, or cease, or threaten to cease, to carry your business.

19. Such termination is without prejudice to the right of BlueBridge One to (i) retain any Fees paid prior to termination, (ii) to require payment of any Fees that were due and unpaid (whether or not yet invoiced at the effective date of termination), (iii) to continue to provide Professional Services in relation to any part of this Master Services Agreement or SOW not so terminated, and (iv) to claim any remaining Fees due and/or to obtain equitable relief, damages, or both, for breach by you of any provision of this Master Services Agreement.

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21. Where Maintenance costs have been included on a SOW the Maintenance shall commence on the dated stated in the SOW (or where not stated, on the date on which the work covered by the SOW is completed and shall end 12 months later (the “**Renewal**

Date”). Thirty days prior to the Renewal Date the Customer will be sent a Maintenance Renewal SOW. Customer may by email notification to billing@bluebridgeone.com request that all or specific Customisations be excluded from Maintenance (“**Opt-out**”). Such notification to Opt-out must be made by email to billing@bluebridgeone.com not less than fifteen days prior to the Renewal Date. Failing any such Opt-out, the Maintenance charge stated in the Maintenance Renewal SOW will automatically apply from the Renewal Date for a further 12 month period. Further annual renewals of Maintenance shall apply accordingly.

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- a. the implementation of workarounds or code modifications required as a result of a NetSuite logged defect. Customer acknowledges that correcting most defects is often solely dependent on NetSuite releasing a fix and that the prioritisation of such a fix is solely dependent of NetSuite's internal processes for prioritising such defects. In the case where a fix is required by NetSuite, and if requested by the customer, BlueBridge One will work with the Customer to identify and suggest potential interim or permanent workarounds to circumvent the defect, however any work required to design, build and implement any such workaround will be billable to the customer.
- b. modifications required to update or upgrade any SuiteCommerce Advanced and/or SiteBuilder code.
- c. modifications to any code required as a result of changes made by a third party vendor other than by NetSuite.
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25. **Information and other requests.** You hereby agree to provide BlueBridge One with a prompt and adequate response to requests for information and any other requests required for the delivery of the Professional Services. In the event that BlueBridge One makes a reasonable request that is not timeously or adequately responded to by the Customer, BlueBridge One reserves the right to issue a ‘Final Notice’ pertaining to the request. If a response to the Final Notice is not received within thirty (30) days BlueBridge One reserves the right to suspend and/or terminate this agreement and/or to be relieved of any further obligations relating to the applicable SOW. In addition, all outstanding Fees associated with the applicable SOW shall be considered earned in full as of the expiration of the thirty (30) day period. Any and all services

requested following the expiration of the aforementioned thirty (30) day period will require the execution of a new SOW.

26. **Customer Information.** The Customer grants to BlueBridge One a licence to use the Customer Information for the purposes of providing the Professional Services. The Customer warrants that it owns or validly licences all Customer Information and that its use by BlueBridge One in the performance of the Professional Services shall not infringe the intellectual property rights, or any other rights, of any third party.

27. In the event of termination of this Agreement BlueBridge One shall when directed to do so by you, instruct its agents and sub-contractors to, erase all Customer Information from BlueBridge One's systems.

28. BlueBridge One shall comply at all times with its obligations under the European Union General Data Protection Regulation (GDPR). Please refer to our Privacy Statement for further details.

29. **Limitation of liability.** No other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and of fitness for a particular purpose, are made with respect to the software, Maintenance or Professional Services provided by BlueBridge One. In no event will BlueBridge One be liable to you or any other party for any reason whatsoever, whether in contract, tort or otherwise for any form of indirect, special, consequential, or incidental loss, damage or expense (including but not limited to, loss due to inability to obtain data, loss of business, or loss of anticipated profits) in connection with or arising out of the Professional Services provided, even if advised of that possibility. In any event, BlueBridge One's liability for damages shall not exceed the Fees paid by you for the particular software, Maintenance or Professional Services (as the case may be) involved.

30. No claims or actions arising from the Professional Services may be brought by either party more than one year after the facts creating the cause of action become known to that party.

31. **Notices.** Except as provided below, all notices (other than invoices and other routine business communications) provided for in this Master Services Agreement shall be in writing and shall be sent pre-paid, by reputable "overnight" courier, to the executive and address of the other party set forth on the SOW, or to such other executive or address as that party shall hereafter give written notice. Additionally, notice shall be considered validly served by email where the recipient has replied to such email or acknowledged receipt.

32. **Force majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Master Services Agreement arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting a party, that party shall notify the other party and use all reasonable endeavours to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

33. **Export control compliance.** You agree to comply with all applicable export control laws and regulations.

34. **Third party rights.** No person who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this agreement.

35. **Waiver.** The failure of either party to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to the Terms does not constitute a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise such term or right.

36. **Execution.** This Master Services Agreement may be executed in more than one counterpart (SOW), each of which shall be an original, and both of which, taken together, shall constitute one and the same Agreement.

37. **Law and jurisdiction.** These Terms are governed by the law of South Africa and the parties shall submit any dispute arising from them to the exclusive jurisdiction of South Africa's courts.

1. **Interpretation.** In this Master Services Agreement, the following terms shall have the following meanings:

“**BlueBridge One**” means BlueBridge One Business Solutions SRL, a company registered in Romania and whose address is Bucovina Business Center, Office # 206, Strada Ana Ipătescu 5, Suceava 720026, Romania.

“**Customer**” (or “**you**”) the person or company named on a SOW as the Customer.

“**Customer Information**” any information or content provided by the Customer to BlueBridge One in relation to the performance of the Professional Services.

“**Deliverables**” means any tangible or intangible results provided, created or developed by BlueBridge One for the Customer as part of the Professional Services.

“**Fees**” means the fees due by the Customer to BlueBridge One for the provision of the Professional Services, as set out in this agreement or in an SOW.

“**Maintenance**” has the meaning set out in clause 20.

“**Professional Services**” means the services provided by BlueBridge One to the Customer in accordance with an SOW.

“**Software Licence**” means the terms of the BlueBridge One software licence relating to the licensing of software provided by BlueBridge One to the Customer as part of the Professional Services.

“**SOW**” a Statement of Work prepared by BlueBridge One and issued to the Customer.

2. This Master Services Agreement together with each SOW and Software Licence (together the “**Terms**”) shall govern the provision of all goods and services provided by BlueBridge One to the Customer. The Terms supersede all prior agreements, representations, or understandings between the parties in relation to the Professional Services.

3. Any SuiteApp or SuiteExtender products supplied or provided by BlueBridge One as set out in an applicable SOW will be subject to terms of the Software Licence.

4. Customer agrees that it is not relying on any statement or representation made by a representative of BlueBridge One that is not expressly set out in the Terms.

5. In the event of inconsistency or conflict between the terms of an SOW and this Master Services Agreement, the SOW shall take precedence.

6. **Customisations.** From time to time Customer may request BlueBridge One to provide custom developed components and/or services (“**Customisations**”) to extend core internal NetSuite product functionality or to integrate other third-party services to NetSuite. These Customisations will be recorded as separately identifiable work elements on the SOW.

7. Customer acknowledges that from time to time, as a direct consequence of a third party vendor software updates, Customisations undertaken by BlueBridge One may cease to operate as designed and that BlueBridge One does not accept any responsibility for such occurrences other than as contemplated elsewhere in this agreement.

8. BlueBridge One undertakes to use all reasonable endeavours to ensure that Customisations it performs comply with all design and coding standards communicated by the relevant software vendor which to the best of their knowledge is current at the time.

9. **Deliverables.** BlueBridge One shall retain all rights, title

and interest in and to the Deliverables included related intellectual property rights, other than those rights granted to the Customer under the terms of this clause. The Customer acknowledges that the Deliverables are BlueBridge One’s confidential information and the Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. Subject to these Terms, BlueBridge One hereby provides the Customer with a perpetual royalty free, non-exclusive license to use the Deliverables solely for the Customer’s business operations in connection with its authorised use of the applicable service.

10. **Status of the parties.** BlueBridge One is acting solely as an independent contractor and does not enter into any employment relationship with the Customer by virtue of the provision of the Professional Services. The Customer accepts that is exclusively responsible for determining its own services requirements and for satisfying itself that the Professional Services meet such requirements.

11. **Assignment.** You may not assign this Master Services Agreement, in whole or in part, whether or not to a group company, a successor to your business or any third party, without the prior written consent of BlueBridge One, which consent shall not be unreasonably withheld.

12. BlueBridge One may subcontract all or part of its obligations under this Master Services Agreement, provided that BlueBridge One will remain responsible for the proper performance of such responsibilities by such subcontractor under this Master Services Agreement.

13. **Non-Solicitation and hiring of other’s employees.** During the term of this agreement, each party may have contact with key personnel of the other party. In order to preserve the integrity of our relationship, the Customer and BlueBridge One agree not to, and not to assist any third party to, without the prior written consent of the other party hereto, solicit for employment, engage or utilise the services of any person who is then, or who was within the immediately preceding twelve (12) months, an employee of the other party (including any consultant retained by BlueBridge One to provide services to you under this Agreement). The provisions of this clause shall remain in effect for a period ending one year after the latest to occur of: (a) termination of Maintenance, or (b) completion of the Professional Services. In the event of a breach of this clause, the breaching party shall pay to the other party, as liquidated damages and not as a penalty, a sum equal to one hundred fifty percent (150%) of the annual compensation agreed to be paid by the breaching party to the person hired. This remedy is in addition to any other remedies available at law or inequity.

14. **Publicity and confidentiality.** The Customer grants permission for BlueBridge One to identify the name of the Customer as a client of Bluebridge One in any press release, promotional material or other literature prepared by or for BlueBridge One, provided that no quotes of your employees or agents will be used without their express consent.

15. Other than provided above, neither you nor BlueBridge One will disclose (except in a confidential manner in that party’s legal, accounting and professional advisers, on a “need-to-know” basis) any publicity or information about this Master Services Agreement, its terms and conditions or any confidential information of the other party, without the prior written consent of

the other party; provided, however, that either party may comply with any legal, governmental or judicial requirement of disclosure upon timely written notice of such requirement to, and co-operation in obtaining necessary protective arrangements with, the other party.

16. **Payment.** All Fees payable by the Customer shall be paid without offset or deduction of any kind, including, without limitation, government mandated withholdings (which you shall “gross up” to ensure that BlueBridge One receives the full amount of the Fees due). Fees not paid in accordance with the payment terms as specified on the SOW shall be subject to a late payment penalty. You agree to reimburse BlueBridge One for any of its expenses (including, without limitation, legal and attorney fees) incurred in the collection of overdue Fees.

17. All Fees are payable in the currency specified in the applicable SOW. All Fees are exclusive of any applicable shipping costs and sales, use, property and other taxes and import or other duties, however designated or levied (except taxes assessed upon the profit or gain of BlueBridge One), all of which shall be your responsibility. You agree that any such taxes and duties which are separately stated on BlueBridge One’ invoices shall be payable by you directly to BlueBridge One unless you provide to BlueBridge One satisfactory evidence of tax exemption. In the event that BlueBridge One shall pay such taxes or charges from its own funds; you shall promptly reimburse BlueBridge One for all such taxes or charges paid on your behalf, including any related interest or penalty charges.

18. **Default and termination.** BlueBridge One may cease to provide any Professional Services and/or terminate this Master Services Agreement, in whole or in any part (including terminating any one or more SOW/s or Software Licences), if (i) you breach any provision of this Master Services Agreement, including, without limitation, your failure to timely pay any Fees, providing that such termination shall not take effect if you cure such breach prior to the expiration of thirty days from receiving notice of such breach, or (ii) immediately, if you enter into liquidation, whether voluntarily or compulsory, or have a receiver appointed, or commit an act of bankruptcy, or become insolvent, or enter into any arrangement with your creditors, or take or suffer any similar action in consequence of debt, or cease, or threaten to cease, to carry your business.

19. Such termination is without prejudice to the right of BlueBridge One to (i) retain any Fees paid prior to termination, (ii) to require payment of any Fees that were due and unpaid (whether or not yet invoiced at the effective date of termination), (iii) to continue to provide Professional Services in relation to any part of this Master Services Agreement or SOW not so terminated, and (iv) to claim any remaining Fees due and/or to obtain equitable relief, damages, or both, for breach by you of any provision of this Master Services Agreement.

20. **Maintenance.** BlueBridge One levies an annual “Maintenance” charge on all Customisation services. Maintenance covers the cost the Customer would ordinarily have incurred in rectifying any fault had Maintenance not been in place. Maintenance is levied annually in advance, in the amount stated on the applicable SOW.

21. Where Maintenance costs have been included on a SOW the Maintenance shall commence on the dated stated in the SOW (or where not stated, on the date on which the work covered by the SOW is completed and shall end 12 months later (the “**Renewal**

Date”). Thirty days prior to the Renewal Date the Customer will be sent a Maintenance Renewal SOW. Customer may by email notification to billing@bluebridgeone.com request that all or specific Customisations be excluded from Maintenance (“**Opt-out**”). Such notification to Opt-out must be made by email to billing@bluebridgeone.com not less than fifteen days prior to the Renewal Date. Failing any such Opt-out, the Maintenance charge stated in the Maintenance Renewal SOW will automatically apply from the Renewal Date for a further 12 month period. Further annual renewals of Maintenance shall apply accordingly.

22. Where the Customer has chosen to Opt-out, the Customer acknowledges that any work undertaken by BlueBridge One to investigate and/or remedy a fault, which would ordinarily have been covered under the maintenance provisions of this paragraph, will require a separate SOW and will be chargeable at the then current standard hourly service rates.

23. Maintenance covers the cost of amendment to any code or customisations authored by BlueBridge One which are reasonably required in order to maintain it in good working order based on the original design specification, including but not limited to amendments required as a direct consequence of a NetSuite software update or any defects identified in BlueBridge One code or customisations applied in the original design specification. Maintenance does not cover:

- a. the implementation of workarounds or code modifications required as a result of a NetSuite logged defect. Customer acknowledges that correcting most defects is often solely dependent on NetSuite releasing a fix and that the prioritisation of such a fix is solely dependent of NetSuite's internal processes for prioritising such defects. In the case where a fix is required by NetSuite, and if requested by the customer, BlueBridge One will work with the Customer to identify and suggest potential interim or permanent workarounds to circumvent the defect, however any work required to design, build and implement any such workaround will be billable to the customer.
- b. modifications required to update or upgrade any SuiteCommerce Advanced and/or SiteBuilder code.
- c. modifications to any code required as a result of changes made by a third party vendor other than by NetSuite.
- d. modifications required as a result of a major platform or feature change made by NetSuite.
- e. modifications required as a result of a request to remove or disable any customisation.

24. Owing to the reliance on one or more software vendors BlueBridge One is not in a position to guarantee a fixed response time for dealing with Customer reported errors. However, BlueBridge One does undertake to use all reasonable endeavours in responding to, and correcting such errors.

25. **Information and other requests.** You hereby agree to provide BlueBridge One with a prompt and adequate response to requests for information and any other requests required for the delivery of the Professional Services. In the event that BlueBridge One makes a reasonable request that is not timeously or adequately responded to by the Customer, BlueBridge One reserves the right to issue a ‘Final Notice’ pertaining to the request. If a response to the Final Notice is not received within thirty (30) days BlueBridge One reserves the right to suspend and/or terminate this agreement and/or to be relieved of any further obligations relating to the applicable SOW. In addition, all outstanding Fees associated with the applicable SOW shall be considered earned in full as of the expiration of the thirty (30) day period. Any and all services

requested following the expiration of the aforementioned thirty (30) day period will require the execution of a new SOW.

26. **Customer Information.** The Customer grants to BlueBridge One a licence to use the Customer Information for the purposes of providing the Professional Services. The Customer warrants that it owns or validly licences all Customer Information and that its use by BlueBridge One in the performance of the Professional Services shall not infringe the intellectual property rights, or any other rights, of any third party.

27. In the event of termination of this Agreement BlueBridge One shall when directed to do so by you, instruct its agents and sub-contractors to, erase all Customer Information from BlueBridge One's systems.

28. BlueBridge One shall comply at all times with its obligations under the European Union General Data Protection Regulation (GDPR). Please refer to our Privacy Statement for further details.

29. **Limitation of liability.** No other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and of fitness for a particular purpose, are made with respect to the software, Maintenance or Professional Services provided by BlueBridge One. In no event will BlueBridge One be liable to you or any other party for any reason whatsoever, whether in contract, tort or otherwise for any form of indirect, special, consequential, or incidental loss, damage or expense (including but not limited to, loss due to inability to obtain data, loss of business, or loss of anticipated profits) in connection with or arising out of the Professional Services provided, even if advised of that possibility. In any event, BlueBridge One's liability for damages shall not exceed the Fees paid by you for the particular software, Maintenance or Professional Services (as the case may be) involved.

30. No claims or actions arising from the Professional Services may be brought by either party more than one year after the facts creating the cause of action become known to that party.

31. **Notices.** Except as provided below, all notices (other than invoices and other routine business communications) provided for in this Master Services Agreement shall be in writing and shall be sent pre-paid, by reputable "overnight" courier, to the executive and address of the other party set forth on the SOW, or to such other executive or address as that party shall hereafter give written notice. Additionally, notice shall be considered validly served by email where the recipient has replied to such email or acknowledged receipt.

32. **Force majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Master Services Agreement arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting a party, that party shall notify the other party and use all reasonable endeavours to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

33. **Export control compliance.** You agree to comply with all applicable export control laws and regulations.

34. **Third party rights.** No person who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this agreement.

35. **Data Processing.** Where BlueBridge One processes Customer personal data, the terms set out in the Schedule shall apply.

36. **Waiver.** The failure of either party to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to the Terms does not constitute a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise such term or right.

37. **Execution.** This Master Services Agreement may be executed in more than one counterpart (SOW), each of which shall be an original, and both of which, taken together, shall constitute one and the same Agreement.

38. **Law and jurisdiction.** These Terms are governed by Romanian law and the parties shall submit any dispute arising from them to the exclusive jurisdiction of the Romanian courts.

DATA PROCESSING SCHEDULE

1. **Definitions and Interpretation.** Capitalised terms and expressions used in this Schedule shall have the following meaning:

"**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with this Agreement;

"**Contracted Processor**" means a Subprocessor;

"**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"**EEA**" means the European Economic Area;

"**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"**GDPR**" means EU General Data Protection Regulation 2016/679;

"**Data Transfer**" means a transfer of Customer Personal Data from the Customer to a Contracted Processor; or an onward transfer of Customer Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

"**Services**" means the services which the Customer provides to its Customers.

"**Subprocessor**" means any person appointed by or on behalf of BlueBridge One to process Personal Data on behalf of the Customer in connection with the Agreement.

The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data. Where BlueBridge One Processes Customer Personal Data under the terms of the agreement, the following terms shall apply:

2.1 BlueBridge One shall comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.2 BlueBridge One shall not Process Customer Personal Data other than on the relevant Customer's documented instructions.

3. BlueBridge One Personnel. BlueBridge One shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with applicable laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, BlueBridge One shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5. In assessing the appropriate level of security, BlueBridge One shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing. BlueBridge One shall not appoint (or disclose any Customer Personal Data to) any Subprocessor unless required or authorised by the Customer (which shall include authorization under the terms of the Agreement).

7. Data Subject Rights. Taking into account the nature of the Processing, BlueBridge One shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8. BlueBridge One shall:

8.1 promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

8.2 ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which BlueBridge One is subject, in which case BlueBridge One shall to the extent permitted by applicable laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

9. Personal Data Breach. BlueBridge One shall notify Customer without undue delay upon BlueBridge One becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the

Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

10. BlueBridge One shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

11. Data Protection Impact Assessment and Prior Consultation. BlueBridge One shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

12. Deletion or return of Customer Personal Data. BlueBridge One shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Customer Personal Data delete and procure the deletion of all copies of those Customer Personal Data.

13. Audit rights. BlueBridge One shall make available to the Customer on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.

14. Information and audit rights of the Customer only arise under section 13 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

15. Data Transfer. BlueBridge One may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.