

## MASTER SERVICES AGREEMENT

This Master Services Agreement governs the utilization of the coaching and consulting services (the “Services”) of Bloom App Limited (“Bloom”) by a corporate client (“Client”). Capitalized terms have the definitions set forth herein. By entering into an order providing for the purchase of the Services (an “Order”) or another type of arrangement that references this Master Service Agreement (the “MSA”), Client hereby agrees to the terms set forth below.

### 1. DEFINITIONS

“Bloom Platform” means the Bloom application, Bloom’s website, any content published by Bloom and any other tools used by Bloom to provide coaching services.

“Contract Amount” the amount payable for the Services as set out in the Order or as otherwise agreed in writing by the parties;

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client Data; Confidential Information of Bloom includes the Services and Content, and the terms and conditions of this Agreement and all Orders (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Bloom services.

“End Users” the end users of Client, including employees, agents, contractors and other representatives of Client, as noted in the Order;

“Force Majeure Event” means acts, events, omissions or accidents beyond a party’s reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder;

“Initial Term” means one (1) year from the Order Start Date unless otherwise set forth in the Order;

“Intellectual Property Rights” mean any and all now known or hereafter known tangible and/or intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

“Reasonable Usage” means usage of human counseling and other services provided by Bloom to End Users on a scale that is economical to Bloom as may be further defined in the Order.

“Renewal Period” means one (1) year unless otherwise set forth in the Order;

“Services” means the Services provided by Bloom as set out in the Order, which may include the number of consulting hours to be provided, rates, and any other necessary details;

2. CONTRACT OVERVIEW. The contract that Client has with Bloom is set out in the Order and this MSA, which, together with any documents referred to in them, comprise the total of the contractual agreement between the parties (the “Contract”).
3. SERVICES. The Order sets forth the Services to be provided by Bloom to Client under the Contract. The parties may agree in writing, including by email confirmation, to vary the Services or alter the Order Start and/or End Date.
4. LICENSE GRANT. Bloom grants to Client a revocable, royalty-free (subject to the payment terms set forth herein), non-exclusive and non-transferable, with right to sub-license per an executed Order, license to permit End Users to access and use the Bloom Platform as a part of the Agreement herein. The Bloom Platform may not be sold or distributed on a stand-alone basis, nor used for anyone other than permitted End Users. The licenses granted by this Agreement and all rights for End Users to use the Bloom Platform terminate upon the earlier of the date this Agreement or the applicable Order expires, terminates or is canceled. Client may not otherwise rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Bloom Platform or the Services without the express written permission of Bloom. Bloom shall have the right to suspend any End User’s access to the Bloom Platform or the Services if it believes that the End User has violated the Terms and Conditions of the Bloom App and/or is using the Bloom App or the Services for any unlawful purpose.
5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- a. By Bloom. Bloom exclusively reserves all right, title and interest in and to the Bloom Platform, the Services and all associated Intellectual Property Rights. No right, title or interest in these is granted to Client and/or any End User, except for any rights expressly granted pursuant to this Agreement. Bloom shall own all rights, title and interest, including all Intellectual Property Rights, in and to any improvements to the existing Bloom Platform or any new programs, upgrades, modifications or enhancements to the Bloom Platform developed by Bloom in connection with rendering the Services to Client, or any of its affiliates, including any modifications and enhancements made based on Client's suggestion or request Bloom shall own all Intellectual Property Rights in any derivative works of the Bloom Platform.
  - b. No Modifications. Client shall not, directly or through any person or entity, in any form or manner, copy, distribute, reproduce, incorporate, modify, add-on to, reverse engineer, decompile, use or allow access to the Marketing Center or any Bloom Product, in whole or in part, except as expressly permitted by this Agreement. Any use of the Marketing Center by Client not expressly permitted under this Agreement is prohibited.
  - c. By Client. Client exclusively reserves all right, title and interest in and to its own products, marketing material and all associated Intellectual Property Rights in any information transmitted to Bloom for the effectuation of the Services. No right, title or interest in any Client products, marketing material Agreement.
  - d. Ownership of Data. Bloom acknowledges that Client shall own all information regarding any End User information transmitted by Client to Bloom in connection with this Agreement. Bloom may not use such information for any purposes other than to perform its obligations under this Agreement and as set forth in its Privacy Policy available on the Bloom website at [www.usebloom.com/privacy](http://www.usebloom.com/privacy).
6. FEES AND PAYMENTS. All fees owed will be outlined in each Order. Client shall pay to Bloom all fees due under this Agreement in advance each period (*i.e.* due on 1st January for the services period 1st January through 31st December for annual contracts) and waives any claim to setoff, counterclaim or other defense. Client is solely responsible for ensuring that all payments are remitted as required by this Agreement and any Order, and acknowledges that Bloom is not required to deliver an invoice to Client. All fees hereunder are exclusive of taxes, and Client shall also pay applicable taxes and duties, including withholding taxes, value added tax (VAT), or any other taxes.
7. ADJUSTMENTS TO FEES. For any Renewal Term (defined below), Bloom shall be entitled to raise the fees in effect at that time by the higher of any change to the Retail Price Index and Consumer Price Index. The Order may also include one-time fees that are chargeable to Client pursuant to the Agreement. In the event that Client exceeds the Reasonable Usage limitations set forth in the Order ("Excessive Usage"), Bloom may give Client three (3) months notice that the fees under the Order must be changed to reflect the usage of Client by executing an additional Order or the Agreement may be terminated by Bloom.
8. LATE PAYMENTS. For any undisputed amount that is more than fifteen (15) days past due, Client shall pay a late payment penalty of one and a half percent (1.5%) of the past due amount aggregated monthly until the entire amount is paid in full. Bloom may, as a result of an undisputed amount due but not paid within sixty (60) days of the due date, and after ten (10) business days prior written notice to Client after which time such payment remains unpaid, among other legal or equitable rights or remedies available to it, discontinue access to the Services and terminate the Agreement. In the event of such termination, Client shall owe all remaining fees provided by the Order or renewed term.
9. TERM AND TERMINATION
  - a. Initial and Renewal Term. The Initial Term of this Agreement shall commence on the Effective Date and will remain effective for one (1) year (the "Initial Term") unless earlier terminated as provided herein. After the Initial Term, this Agreement will automatically renew for successive additional one (1) year periods ("Renewal Terms"), unless otherwise terminated at the end of the Initial Term or any Renewal Term by either Party by giving written notice to the other Party not less than three (3) months prior to the end of a Term. As used herein, the Initial and any Renewal Terms are referred to collectively as the "Term". Notwithstanding the foregoing, this Agreement may not terminate with respect to a particular Order while such Order is in effect unless terminated by Bloom as a result of Excessive Usage pursuant to Clause 7 above.
  - b. Termination for Breach, Default or Insolvency. Either Party shall have the right to terminate this Agreement at any time by giving written notice to the other Party if the other Party: (a) commits a non-curable default or violation of this Agreement; (b) commits a curable default or violation of this Agreement which is not remedied within thirty (30) days after written notice thereof has been served on the defaulting party; (c) has a receiver or administrative receiver appointed for it or over its undertakings or assets, and such appointment is not dismissed within ninety (90) days, or (d) files a petition in bankruptcy or has filed against it a petition in bankruptcy, which later petition is not discharged within ninety (90) days.
  - c. Rights upon Termination and Effect of Termination. Upon any termination or expiration of this Agreement:
    - i. Client shall immediately pay all amounts then due and payable to Bloom.
    - ii. Client shall immediately cease using the Bloom Platform and return any materials containing Confidential Information in its possession to Bloom. Bloom shall return any materials containing Confidential Information to Client. Except as otherwise provided herein, all license grants hereunder shall terminate upon termination or expiration of this Agreement.
10. CONFIDENTIALITY
  - a. Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality

of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Bloom may disclose the terms of this Agreement and any applicable Order to a contractor or Non-Bloom Application Provider to the extent necessary to perform Bloom's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

- b. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

#### 11. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- a. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- b. Bloom Warranties. Bloom warrants that during an applicable subscription term (i) this Agreement and the Order/s will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, (ii) Bloom will not materially decrease the overall security of the Services, and (iii) Bloom will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Client's exclusive remedies are those described in the "Termination" section above.
- c. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE AND CONTENT ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

#### 12. MUTUAL INDEMNIFICATION

- a. Indemnification by Bloom. Bloom will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Client"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by Bloom in writing of, a Claim Against Client, provided Client (a) promptly gives Bloom written notice of the Claim Against Client, (b) gives Bloom sole control of the defense and settlement of the Claim Against Client (except that Bloom may not settle any Claim Against Client unless it unconditionally releases Client of all liability), and (c) gives Bloom all reasonable assistance, at Bloom's expense. If Bloom receives information about an infringement or misappropriation claim related to a Service, Bloom may in its discretion and at no cost to Client (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Bloom's warranties under "Bloom Warranties" above, (ii) obtain a license for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscriptions for that Service upon 30 days' written notice and refund Client any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Client; (II) a Claim Against Client arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Bloom, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Client arises from Services under a Order for which there is no charge; or (IV) a Claim against Client arises from Client's breach of this Agreement, the Documentation or applicable Orders.
- b. Indemnification by Client. Client will defend Bloom and any related companies, etc. against any claim, demand, suit or proceeding made or brought against Bloom by a third party (a) arising from Client's use of the Services or Content in an unlawful manner or in violation of the Agreement or Order (a "Claim Against Bloom"), and will indemnify Bloom from any damages, attorney fees and costs finally awarded against Bloom as a result of, or for any amounts paid by Bloom under a settlement approved by Client in writing of, a Claim Against Bloom, provided Bloom (i) promptly gives Client written notice of the Claim Against Bloom, (ii) gives Client sole control of the defense and settlement of the Claim Against Bloom (except that Client may not settle any Claim Against Bloom unless it unconditionally releases Bloom of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply if a Claim Against Bloom arises from Bloom's breach of this Agreement or any Order.
- c. Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

13. LIMITATION OF LIABILITY

- a. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- b. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. GENERAL PROVISIONS

- a. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Bloom and Client regarding Client's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Client's Order is void unless expressly agreed by Bloom as a variation to the MSA.
- b. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- c. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- d. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- e. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- f. Assignment. No party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Bloom will refund Client any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- g. Force Majeure. Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or nonperformance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or nonperformance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance; and (iii) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event.
- h. Governing Law, and Venue. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).