

Professional Service Agreement

BY ACCEPTING THIS AGREEMENT, EITHER BY GRANTING US ACCESS TO YOUR SALESFORCE "ORG" (INCLUDING PRODUCTION AND/OR SANDBOX ORGS) OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Professional Services Agreement ("Agreement") is between Bubblebox Holdings, Inc., (dba Bubblebox), a company incorporated in British Columbia (registration number BC0825888) whose registered office is at #1500-885 West Georgia St, Vancouver, BC, V6C 3E8 Canada ("Consultant") and you ("Customer").

Specific Professional Services to be provided to Customer, and Customer's payment obligations for same, shall be set forth in one or more Statements of Work hereunder.

1 Definitions

All capitalized terms not otherwise set out in this section shall have the meaning as set out in the section of the Agreement in which they are defined.

The following terms shall have the following meanings:

1.1 "Professional Services"

Shall mean work performed by Consultant for Customer pursuant to a Statement of Work under this Agreement.

1.2 "Affiliate"

Means, with respect to any party to this Agreement, any person, partnership, joint venture, corporation or other entity which directly or indirectly controls, is controlled by, or is under common control with such party where "control" (or variants of it) means the ability to direct the affairs of another by means of ownership, contract or otherwise.

1.3 "Business Day"

Shall mean any day except Saturdays, Sundays or statutory holidays in British Columbia, Canada.

1.4 "Commencement Date"

Has the meaning set out on the Order Form.

1.5 "CRM"

Shall mean customer relationship management.

1.6 "Deliverables"

Shall mean all products that are made, conceived, developed, or delivered to the Customer by the Consultant, either alone or jointly with others, in connection with the provision of the Professional Services and includes all results of Consultant's work pursuant to each Statement of Work, in each case regardless of the form or format or of how such Deliverables are communicated or provided to the Customer.

1.7 "Intellectual Property Rights"

Shall mean all: (a) copyrights, (b) moral rights, (c) rights associated with works of authorship, (d) trademark rights, (e) trade name rights, (f) trade secret rights, (g) patent and industrial property rights (whether registered or not), and (h) other proprietary rights, in Intellectual Property.

1.8 “Order Form”

Shall mean the order form confirming, in part, the level of Services the Customer is agreeing to purchase, and makes up part of the Agreement.

1.9 “Engagement Start Date”

Shall mean an agreed date between the Customer and Consultant as to when each Statement of Work (if applicable) is due to commence. This is agreed in the initial kick-off meeting for each Statement of Work.

1.10 “Salesforce.com” or “SFDC” or “SFMC” or “ExactTarget” or “Pardot”

Shall mean Salesforce.com, located at The Landmark @ One Market Suite 300. San Francisco, CA 94105, USA.

1.11 “Services”

Shall mean the consulting, development, implementation, or training services to be provided by Consultant to the Customer as described in each Statement of Work in which these Terms and Conditions are referenced or incorporated, or to which these Terms and Conditions are attached.

1.12 “Statement of Work” or “SOW”

Shall mean any of the following that specifies the scope of Professional Services to be performed by Consultant for Customer and the applicable fees:

- Consultant’s standard form for ordering Professional Services, which has been completed and executed by both parties Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

2 Ordering, Charges, Payment, Taxes

2.1 Who May Order

Customer or a wholly owned subsidiary of Customer (each a “Customer Entity”) may obtain Professional Services from Consultant under this Agreement. By signing a Statement of Work, a Customer Entity agrees that any Professional Services obtained pursuant to the Statement of Work are subject solely to the provisions of this Agreement and the Statement of Work. Customer represents and warrants that any Customer Entity who purchases Professional Services shall perform its obligations in accordance with the terms and conditions of this Agreement and the relevant Statement of Work. Customer shall issue a purchase order, or alternative document acceptable to Consultant, on or before commencement of Professional Services under the applicable Statement of Work.

2.2 Fees for Professional Services

Unless otherwise expressly stated in the applicable Statement of Work, Professional Services shall be provided on a time and materials (“T&M”) basis at Consultant’s T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable Statement of Work, that amount is solely a good faith estimate for Customer’s budgeting and Consultant’s resource scheduling purposes and not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower.

Any Statements of Work that reference days shall be billed in quarter hour (15 minute) increments, where one (1) day is equal to eight (8) hours. Customer must use all estimated hours in a Statement of Work within the time period specified within the Statement of Work. If an estimated total number of days or hours in any Statement of Work is not reached, any remaining estimated fees/time may be used towards further work with the Consultant.

For the avoidance of any doubt, the customer will be invoiced for the total estimated amount and any unused fees/time may be applied towards future work, but will not be refunded.

2.3 Incidental Expenses

Customer shall reimburse Consultant for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Professional Services.

Unless otherwise expressly stated in the applicable Statement of Work, Consultant's travel time will not be billable for in-person sessions that are at least eight (8) consecutive hours in length and require less than 45 minutes of round-trip travel from the office where Consultant's relevant member of staff is usually based. When on-site hours are less than eight (8) consecutive hours or when round-trip travel exceeds 45 minutes, Customer will be charged T&M rates in effect at the time the Professional Services are performed.

2.4 Invoicing and Payment

Unless otherwise expressly stated in the Order Form, an advance payment of 100% of the total estimated amount in the relevant Statement of Work, shall be payable within fifteen (15) days of the signature of the Statement of Work by both parties or prior to work commencing by the Consultant, whichever is earlier. For the avoidance of any doubt, the Consultant will not begin work until the advance payment is paid.

Consultant shall then invoice Customer monthly, unless otherwise expressly stated in the applicable Statement of Work. Charges shall be due and payable fifteen (15) days from the date of the invoice and shall be deemed overdue if unpaid thereafter. Except for charges being disputed reasonably and in good faith, amounts remaining unpaid after the due date shall be subject to interest at 1.5% per month, or the highest rate allowed by law if lower, from the due date until the amounts are paid.

2.5 Taxes

Charges for Professional Services hereunder do not include any federal, state, local or foreign taxes, duties or levies of any nature ("Taxes"). Any Taxes required to be paid by Consultant as a result of the Professional Services rendered hereunder (other than Taxes based on Consultant's income) shall be billed to and paid by Customer. **To avoid any doubt, all rates and estimates are provided EXCLUSIVE of all duties, levies, VAT, GST, HST, provincial sales taxes, and any other taxes, if any in addition to the price specified in each SOW.**

3 Contract Property

3.1 Contract Property

Consultant hereby grants to Customer a worldwide, perpetual, non-exclusive, nontransferable, royalty-free license to use for its internal business purposes anything developed by Consultant for Customer under this Agreement ("Contract Property") but the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to software developed by Consultant in whole or in part except to the extent that any reduction of such software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the software with the operation of other software or systems used by Customer. Consultant shall retain all ownership rights to the Contract Property.

3.2 Relationship to Online Service

The Professional Services provided under this Agreement may be in support of Customer's license, under a separate agreement, to use Customer's on-demand service (Software-as-a-Service or "SaaS"). Such separate agreement shall govern all use by Customer of such on-demand service. Neither this Agreement nor any Statement of Work hereunder grants Customer any license or rights to use such on-demand service. In addition, except for the Professional Services described in Statement of Work hereunder, Customer agrees that its purchase of Professional Services under this Agreement is not contingent upon the delivery of any future functionality or features in Customer's on-demand service, nor is it dependent upon any oral or written public comments made by Consultant with respect to future functionality or features.

4 Term and Termination

4.1 Term

This Agreement shall commence on the Commencement Date and shall remain in effect until terminated in accordance with this Section 4.

4.2 Termination for Convenience

A. Customer may terminate this Agreement and/or any Statement of Work hereunder at any time for convenience by providing Consultant sixty (60) business days prior written notice, except for Statements of Work that are billed in advance or that otherwise expressly do not permit cancellation or termination for convenience. If Customer terminates a Statement of Work for convenience prior to its completion, then (i) Consultant will stop work under the Statement of Work promptly upon notification; and (ii) Customer will be billed for (A) in the case of a T&M Statement of Work, the planned hours under that Statement of Work during such notice period; or (B) in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned work during such notice period. Customer acknowledges and accepts that such payments are reasonable compensation for Consultant's losses in respect of wasted time and resources. Because Consultant cannot guarantee continuity of resources should Customer desire to restart work under a Statement of Work after having given notice of termination for convenience thereof, such restarting of work may involve additional billable hours and effort for information transfer, project re-planning, and other reasonable restart activities.

B. Consultant may terminate this Agreement at any time for convenience by providing Customer ten (10) business days prior written notice; **provided**, however, that any Statement of Work outstanding at the time of such a termination by Consultant shall continue to be governed by this Agreement as if it had not been terminated. In addition, Consultant may terminate a Statement of Work for convenience with ten (10) business days prior written notice if Customer has not authorized work to begin under such Statement of Work within thirty (30) calendar days of its Commencement Date.

4.3 Termination for Material Breach

Subject to clause 5.4C, either party may terminate this Agreement and/or any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.

4.4 Failure to Make Payment

Notwithstanding anything in this Section 4 to the contrary, if Customer fails to make payment on any due date, the Consultant shall have the right to suspend Professional Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice immediately terminate this Agreement and any and all outstanding Statements of Work hereunder.

Upon any invoice becoming overdue, the Consultant shall have the right to cease all work on all projects, even if the overdue invoice relates to a project that is not currently active. Consultant may remove any code, configuration, or any other deliverable produced by the Consultant relating to any unpaid invoice from the Customer's production ("live") system or any development ("sandbox") system until all overdue invoices are settled. The Customer may not prevent the removal, or access to remove, such code, configuration, or any other deliverable. In no event will the Consultant be liable to the Customer for any damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, data or use, however caused and, whether in contract, tort or under any other theory of liability, whether or not customer has been advised of the possibility of such damages, relating to the remove or deletion of any code, configuration, or any other deliverable produced by the Consultant relating to any unpaid invoice.

4.5 Termination for Insolvency

Without prejudice to any other rights or remedies which Consultant may have, Consultant may terminate this agreement without liability to Customer immediately on giving notice to Customer if:

- (A) Customer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts; or
- (B) Customer commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or
- (C) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of Customer; or
- (D) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over Customer; or
- (E) a floating charge holder over the assets of Customer has become entitled to appoint, or has appointed, an administrative receiver; or
- (F) a person becomes entitled to appoint a receiver over the assets of Customer, or a receiver is appointed over the assets of Customer; or
- (G) a creditor or encumbrancer of Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- (H) Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

4.6 Effect of Termination

Termination of this Agreement and/or any Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. The parties' rights and obligations under clauses 4, 5 and 6 (to the extent appropriate) shall survive termination of this Agreement and/or any Statement of Work hereunder.

5 Indemnity, Warranty, Remedy, Limitation of Liability

5.1 Indemnity

A. Each party ("Provider") shall defend, the other party ("Recipient") against any claim that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes a copyright or patent or misappropriates a trade secret of a third party, and will indemnify and hold harmless the Recipient from and against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with such a claim, provided that: (a) Recipient notifies Provider in writing within thirty (30) days of the claim; (b) Provider has sole control of the defense and all related settlement negotiations; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Provider shall reimburse Recipient for its reasonable out-of-pocket expenses incurred in providing such assistance.

B. Provider shall have no liability for any claim of infringement or misappropriation to the extent that (a) the Material is based on specifications provided by Recipient, or (b) such claim is based upon Recipient's use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to Recipient.

C. In the event that some or all of the Material is held or is reasonably believed by Provider to infringe or misappropriate the intellectual property rights of a third party, Provider shall have the option, at its expense, to (a) modify the Material so it no longer infringes or misappropriates; (b) obtain for Recipient a license to continue using the Material; or (c) require return of the affected Material and all rights thereto from Recipient. If Provider is Consultant, then Customer may, upon thirty (30) days prior written notice to Consultant, terminate the relevant Statement of Work, in which case Customer shall be entitled to recover the fees paid for that portion of the Material. If Customer is the Provider and such return materially affects Consultant's ability to meet its obligations under the relevant Statement of Work, then Consultant may, upon thirty (30) days prior written notice to Customer, terminate such statement of Work, in which case Customer shall pay Consultant for Professional Services rendered through the date of termination on a T&M or percent of completion basis as appropriate.

5.2 Warranty and Disclaimers

A. Consultant warrants that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

B. Customer must report any deficiencies in the Professional Services to Consultant in writing within thirty (30) days of performance of such services in order to claim warranty remedies.

C. This warranty is exclusive and in lieu of and Customer hereby waives and releases all other warranties and conditions, whether express or implied, including any implied warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose.

5.3 Warranty Remedy

For any breach of the warranty in clause 5.2, Customer's exclusive remedy, and Consultant's entire liability, shall be the reperformance of the Professional Services. If Consultant is unable to re-perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid to Consultant for the deficient Professional Services.

5.4 Limitation of Liability

A. In no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

B. Neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid by and/or due from Customer under the applicable Statement of Work.

C. Consultant shall have no obligation or liability in relation to the failure or partial failure of its Professional Services where such failure or partial failure is caused by or arises out of bugs, discrepancies or errors in or the failure of software created by third parties ("Third Party Software") or is caused by or arises from upgrades or updates to Third Party Software subsequent to the Professional Services having been performed.

D. Consultant's core business is implementing and customizing third party cloud software (including Salesforce's software), developed by third parties ("Third Party Developers"). The Customer acknowledges and agrees that Consultant is not such Third Party Developers and is not an Affiliate of such Third Party Developers and that Consultant makes no representations or warranties regarding Third Party Developers or their software, to anyone, express, implied or statutory (including warranties of design, operation, or fitness for any use or purpose). No representation or warranty by such Third Party Developers is binding on Consultant nor shall breach of such warranty relieve the Customer of its obligations to Consultant. Third Party Developers may require the Customer to enter into license agreements or pay license fees for the use of their software which, unless expressly set out herein or in a SOW, are not included in the Fees. There may be circumstances whereby Third Party Developers make changes to the software upon which Consultant's Services or Deliverables are based ("Third Party Software Changes"). Except as expressly set out in a SOW, Consultant will not be responsible for any fixes, patches, or replacement code that may be required for the Deliverables to function properly as a result of such Third Party Software Changes.

6 General

6.1 Cooperation/Delays

A. Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. Customer agrees to provide, or provide access to, the following: office workspace, telephone, high speed WiFi internet and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, continuous administrative access to its salesforce.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

B. Customer is also responsible for the following:

- (i) assigning a dedicated internal project manager for each Statement of Work to serve as a single point of contact for Consultant;
- (ii) defining and maintaining its business objectives and requirements that will guide its use of the salesforce.com application;
- (iii) reviewing customizations made to the salesforce.com application for conformance with relevant requirements;
- (iv) extracting, consolidation and cleansing its data prior to loading into the salesforce.com application
- (v) be responsible for the content of any database, the selection and implementation of controls on access and use, backup and recovery, and security of stored data, including implementing any procedures necessary to safeguard the integrity and security of software and data accessed by Consultant in the provision of the Services;
- (vi) perform appropriate and timely testing as reasonably required by Consultant.
- (vii) training its users generally in the use of the salesforce.com application; and
- (viii) administering the salesforce.com application generally for its own internal business purposes.

C. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

D. Except where the relevant Statement of Work provides otherwise, scheduling of Consultant's resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling changes requested by Customer may result in additional fees. Customer may delay or postpone the start date of any Statement of Work hereunder at any time by providing the Consultant five (5) business days prior written notice. Should any such notice not have been received by the Consultant, Customer will be invoiced for the planned hours under that Statement of Work; or in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned work will be invoiced.

E. Delays caused by Customer under a Statement of Work to which Consultant has dedicated resources and begun work will be charged at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day).

Delays caused by Customer that exceed ten (10) business days shall entitle Consultant to terminate the relevant Statement of Work for cause immediately upon written notice. For the avoidance of doubt, Customer shall remain liable in such circumstances for the payment of all monies due to Consultant in accordance with this Agreement and the relevant Statement of Work.

For the purposes of this clause "planned hours" shall mean all hours that Consultant can show that it has scheduled to be worked by its staff as set out in any Statement of Work, project plan, project status report, Change Request (as defined in a Statement of Work), Change of Scope, email or as otherwise agreed between the Consultant and the Customer.

6.2 Confidentiality

"Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder or with the disclosing party's written consent.

6.3 Publicity

Unless otherwise expressly set out, Consultant may use the name, logo, and identifying description of the Customer in its list of clients and Consultant may generally make known the relationship between Consultant and the Customer, provided that Consultant does not disclose any Confidential Information or proprietary details of the Services. In the event the Customer has brand guidelines and notifies Consultant of those brand guidelines, Consultant will only use the Customer's name and logo in accordance with the Customer's brand guidelines.

6.4 Acceptance

A. Upon completion of each deliverable under a Statement of Work, Consultant will provide a complete copy thereof to Customer and, upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

B. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work or as separately agreed in the Consultant's project management tool for the relevant Statement of Work or via email between the Consultant and Customer for the relevant Statement of Work, Customer must notify Consultant within ten (10) business days after Consultant's submission of the deliverable to give written notice to Consultant specifying any deficiencies in detail. Consultant shall use commercially reasonable efforts to promptly cure any such deficiencies within ninety (90) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to Customer, Customer may (i) again reject the deliverable and return it to Consultant for further cure and resubmission; or (ii) terminate the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. For the avoidance of doubt, the recovery by Customer of Professional Services fees in such circumstances shall relate only to the specific deliverable deemed unacceptable and not to all deliverables under the Statement of Work.

Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently reasonably determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

C. Customer shall provide Consultant a written acceptance of each deliverable promptly upon acceptance, such acceptance not to be unreasonably withheld or delayed. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

6.5 Changes to Scope

Any changes to the scope of work under a Statement of Work shall be made in accordance with section 6.7 prior to implementation of such changes or as agreed between such authorized representatives.

6.6 Governing Law; Venue

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable therein, excluding (a) that body of law known as conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. All proceedings relating to the subject matter hereof will be maintained exclusively in the provincial and federal courts located in Vancouver, British Columbia, Canada. Customer consents to personal jurisdiction and venue therein and waives any right to object to personal jurisdiction or venue.

6.7 Notice

All notices hereunder shall be in writing, which shall include email, and shall be delivered to the other party's project manager or to the first address listed in the applicable Statement of Work (if to Customer) or to Consultant's address on the Statement of Work (if to Consultant). Notice shall be effective upon receipt. To make or accept scope changes under a Statement of Work, emails accepted by the authorized project managers for each party for the relevant

Statement of Work shall be acceptable, as shall changes made using the project management tool for the relevant Statement of Work.

6.8 Severability

In the event any provision or part-provision of this Agreement is held to be invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the remainder of this Agreement shall remain in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

6.9 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. 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 brought by either party more than one (1) year after the cause of action has accrued.

6.10 Entire Agreement

Except where otherwise expressly stated herein, this Agreement constitutes the entire Agreement between the parties relating to the subject matter of the Agreement herein and, supersedes any previous agreement or understanding whatsoever whether oral or written relating to the subject matter of this Agreement. Nothing in this Agreement will operate to exclude or limit either party's liability for fraud. In the event of any conflict between this Agreement and the terms contained in the Order Form, this Agreement will prevail, subject to any Modified Terms.

6.11 Priority of contracts

Although Statements of Work exist under the governance of this Agreement, in the event of a conflict between any term of this Agreement and an applicable Statement of Work, the terms of the Statement of Work shall take priority.

6.12 Subcontractors

Consultant may, in its sole discretion, use third party contractors inside or outside the Canada, United States, European Union, or the country where Services are performed and/or where Customer offices are located to perform any of its obligations hereunder, including but not limited to migration of Customer data.

6.13 Non-Solicitation

During the term of the SOW, and for a period of twelve (12) months after completion of the Services thereunder, neither party will, without the prior written consent of the other party, directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, approach, solicit or attempt to solicit the employment of any employee of the other party who has been employed by the other party at any time on or after the Commencement Date. For greater certainty, an employee of a party responding to a general advertisement for an employment position shall not, in and of itself, constitute a breach of this section. In the event of a breach of this section, the breaching party acknowledges and agrees that monetary damages would not be an adequate remedy to compensate for such breach and accordingly that, in addition to any and all other remedies available under this Agreement or at law or in equity, the non-breaching party shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce such obligations.

6.14 Force Majeure

Neither party shall be liable for any failure to comply with its obligations under these Terms and Conditions and the applicable SOW (other than any obligation to pay Fees) if the failure to comply is caused by or results from conditions or causes beyond its reasonable control including, but not limited to: shortage of water, power, facilities, materials and supplies, breakdowns in or the loss of production, acts of God, war, terrorism, mobilization, strikes, lockouts, labour controversies, riots, fire, flood, explosion, governmental controls or regulations, embargoes, wrecks of delays

in transportation, labour disputes, civil insurrection, civil or military authority, inability to obtain necessary labour, materials of manufacturing faculties due to such causes or delays of subcontractors or supplies of each party in furnishing materials or supplies due to one or more of the foregoing causes. In an event of a force majeure, each party shall be allowed a reasonable period of time to fulfill the obligations under the SOW having regard to the applicable circumstances.

6.15 Headings

The headings used in the SOW and this Professional Services Agreement are for convenience and reference only and shall not affect the construction or interpretation of the SOW or this Professional Services Agreement. The term "this part" when used herein shall mean the entire part, including sections and subsections within that part, unless inconsistent with the context of such use.

6.16 Relationship of the Parties

The parties are independent contractors. The Agreement shall not be construed as creating any partnership, joint venture, or agency among the parties and no party shall be deemed to be the legal representative of any other party for the purposes of the Agreement. No party shall have and shall not represent itself as having, any authority to act for, to undertake any obligation on behalf of any other party, except as expressly provided in the Agreement.

6.17 Gender, Plural and Singular

In the Agreement, unless the context otherwise requires, the masculine includes the feminine and the neuter genders and the plural includes the singular and vice versa, "or" is not exclusive" and "including" is not limiting, whether or not such non-limiting language (such as "without limitation" or "but not limited to") is used with reference to it, and modifications to the provisions of the Agreement may be made accordingly as the context requires.

6.18 Alterations

No alteration or amendment to the Agreement shall take effect unless it is in writing duly executed by each of the parties.

6.19 Time of the Essence

Time shall be of the essence of the Agreement.

6.20 No Strict Construction

The language in all parts of the Agreement shall in all cases be construed as a whole and neither strictly for not strictly against any of the Parties to the Agreement.

6.21 Assignment

Consultant may at its discretion and upon notice being provided to the Customer assign, transfer or deal in any other manner with all or any of its rights under the Agreement or any part thereof to a third party at its sole discretion.

6.22 Counterparts

The Agreement may be signed by the parties in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Agreement may be executed and delivered by facsimile or electronic mail. An executed copy of the Agreement delivered by facsimile or electronic mail will constitute valid execution and delivery.

Signed for and on behalf of **Bubblebox Holdings, Inc.** by:

Name:

Position:

Signature:

Date:

Signed for and on behalf of **[CUSTOMER]** by:

Name:

Position:

Signature:

Date:

The Customer: }
Registered Company Address: }
Billing Contact Name: }
Billing Email Address: }
Billing Contact Telephone: }
Professional Services Agreement Contract Number }