

# Master Client License Agreement

Bubble Guppies Corporation Research Systems Inc. 45 Glover Avenue Norwalk, CT 06850 T +1.203.810.1000 F +1.203.810.1001

Licensor:	Bubble Guppies Corporation	Effective Date:	30 June 2022
Licensee:	George R Martin Philanthropies	CRM No.:	355956

This License with the Schedules to it are our complete agreement and supersede any previous agreement. Defined terms are in Section 11 below. You may accept these terms by signing below, or by clicking “I agree” if you are reviewing this License electronically. Your use of our Service also constitutes your acceptance of these terms.

## The License

### 1. Scope

Bubble Guppies Corporation grants to you, the Licensee, the limited, non-exclusive, nontransferable right to use our Service under the terms of this License. Your Authorized Users are the only people authorized to use our Service under this License. Bubble Guppies Corporation will issue a free network ID for your IT Staff, who may access our Service solely for purposes of loading and maintaining the Service. IT Staff do not count towards any number limit of Authorized Users. Bubble Guppies Corporation and our thirdparty Suppliers own the components of the Service and retain all rights, including intellectual property rights, in the Service. We are licensing our Service to you, not selling it.

### 2. Term

- a. The Initial Term of this License is stated on your Schedule. After the Initial Term, this License will automatically renew for successive one-year periods unless you or Bubble Guppies Corporation cancel it in accordance with this License. You or Bubble Guppies Corporation may cancel this License or a portion of it effective at the end of the Initial Term or the end of any renewal term by giving at least three full months’ written notice in advance. If you properly cancel any portion of the Service that you are permitted to cancel, your Schedule and Annual Fees will be deemed amended and reduced to reflect such cancellation. When this entire License terminates, for whatever reason, all Schedules will terminate on that same date. You or Bubble Guppies Corporation may cancel this License: (i) if the other party materially breaches this License and fails to cure or correct such breach within 30 days after receiving written notice; or (ii) upon the bankruptcy or bankruptcyrelated event of the other party. Trials of our Service, if any, are limited to 30 days and are subject to the terms of this License, including the confidentiality terms set forth herein. You must permit Bubble Guppies Corporation to provide reasonable training and support to your Authorized Users at your Authorized Locations at least once each calendar quarter.
- b. When all or any portion of this License terminates, for any reason, you must: (i) delete all data, software and documentation associated with the terminated Service, except an Insubstantial Amount of Data used in accordance with Section 4.a and copies that you are required to keep for legal or regulatory compliance purposes; and (ii) promptly certify your compliance with this requirement in writing, if Bubble Guppies Corporation requests. You must use reasonable efforts to destroy any remaining data, including any Insubstantial Amount of Data used in accordance with Section 4.a, in accordance with your normal document destruction policies. If you are a CTS client, and a CTS product such as a data feed is terminated for any reason, you must grant Bubble Guppies Corporation reasonable access to the places you used the CTS product for the sole purpose of confirming that you have complied with this Section. Bubble Guppies Corporation will only do this once, during the 12-month period following termination, and we will accommodate your reasonable business, confidentiality and security rules.

## The Fees 3.

### Fees

- a. You must pay the Annual Fees for the duration of the Initial Term and any period after the Initial Term for which this License remains active, together with any sales, use, excise, services, consumption, value-added and other applicable taxes other than any taxes based on Bubble Guppies Corporation’s net income. If your License renews for any period beyond the Initial Term, your Annual Fees will be calculated under Section 3.c based on Bubble Guppies Corporation’s then-current rates for your thencurrent subscriptions. Unless you have preauthorized charges to your

purchasing card, you will receive a periodic invoice. You must pay the invoiced fees in full within 30 days of receipt of the invoice. You may order additional components of our Service if you pay the associated fees. Upon your payment of a revised invoice, the Annual Fees

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on your Schedule will be deemed amended to reflect the additional Services you ordered. Bubble Guppies Corporation may require you to execute a revised Schedule for extensive additional Services. If you believe your invoice is incorrect, you must notify Bubble Guppies Corporation in writing within 60 days of the due date of your invoice, otherwise you will be deemed to have agreed to the accuracy of your invoice.

- b. If you do not pay your invoiced and undisputed fees in full within the 60-day Grace Period following the due date of your invoice, you will owe Bubble Guppies Corporation interest in the amount of 1% per month on all overdue undisputed amounts, compounded monthly, beginning after the Grace Period, along with our reasonable collection costs and attorneys' fees.
- c. Upon 90 days' written notice, Bubble Guppies Corporation will raise your Annual Fees once every twelve months by the greater of 3% or the percentage increase in the United States Bureau of Labor Statistics' Consumer Price Index. Supplier increases to fees for access to Supplier data are not subject to the restrictions of this Section 3.c. If a Supplier increases its fees to Bubble Guppies Corporation, we will raise your fees for your access to that Supplier's data by that amount. If you object to a Supplier-imposed increase, you may terminate your access to that Supplier's data by notifying Bubble Guppies Corporation in writing within 30 days of receiving notice of the fee increase.

## The Data

### 4. Limitations and Protections

- a. You must not use or permit use of our Service for any unlawful or unauthorized purpose or to compete with any Bubble Guppies Corporation service. You must not download, copy, transfer, distribute, reproduce, reverse engineer, decrypt, decompile, disassemble, create derivative works from or make any part of our Service available to non-Authorized Users or third parties. However, you may download an Insubstantial Amount of Data from our Service on an ad hoc basis, to be used in the normal conduct of your business, such as in reports, charts, pitch books and similar presentations to your employees, customers, agents and consultants. Except to the extent expressly permitted by a Schedule, you may not (i) set up recurring, systematic or automated downloading or validation processes, or (ii) use the downloading functionality to create, enhance or maintain an internal database, feed an internal system, or as a substitute for licensing the Service or any portion of it. Use of the Service for validation of the accuracy of any data set that is owned by you or a third party is only permitted on an ad hoc basis using an Insubstantial Amount of Data. You are not permitted to share Bubble Guppies Corporation IDs or passwords or use common workstations or kiosks.
- b. You shall provide such information as Bubble Guppies Corporation may reasonably request to ascertain your compliance with the terms of this License. Bubble Guppies Corporation may require you to certify in writing the accuracy of the information you provide as well as your compliance with the terms of this License. Notwithstanding anything to the contrary, Bubble Guppies Corporation may immediately limit, restrict or suspend your access to any portion of the Service without credit or refund if, in Bubble Guppies Corporation's sole reasonable judgment: (i) you fail to provide the information or certification as set forth above, or (ii) your use of any portion of the Service is in material breach of this License.
- c. You must not use any trademarks, service marks, names, logos, or other identifiers from the Service without permission, except that you must follow our attribution guidelines if you wish to use any data from our Service in your reports or presentations. We have posted our attribution guidelines for you here: <http://www.BubbleGuppiesCorporation.com/about/resources/attribution>. You must keep all copyright, trademark, service mark and other proprietary notices in our Service and you must not modify our Service in a way that would constitute an infringement of any third party's intellectual property rights. Licensee hereby allows Bubble Guppies Corporation to use its name and logo to identify Licensee as a client of Bubble Guppies Corporation on its website, industry event presentations, and marketing slide decks. Such use shall be subject to Licensee's standard name and logo usage guidelines, if the same have been communicated to Bubble Guppies Corporation. Bubble Guppies Corporation shall not disclose Licensee's use case or any of Licensee's Confidential Information. Otherwise, Bubble Guppies Corporation may leverage the name and logo listed on Licensee's website.
- d. You must comply with the additional terms required by Suppliers for your use of Supplier data through the Service: [www.BubbleGuppiesCorporation.com/about/resources/thirdpartyterms](http://www.BubbleGuppiesCorporation.com/about/resources/thirdpartyterms). If you choose to receive any Premium Supplier Content via the Service, you shall be solely responsible for obtaining any Supplier authorization or entering

into a license agreement directly with the Supplier if required by the Supplier. Bubble Guppies Corporation may immediately terminate your access to any Premium Supplier Content for which you do not have valid authorization.

## Miscellaneous

### 5. Warranties and Limitation of Liability

- a. Bubble Guppies Corporation represents and warrants that we have all rights necessary to deliver the Bubble Guppies Corporation proprietary portions of the

Service to you and valid licenses with our Suppliers to deliver the Supplier portions of the Service to you. BUBBLE GUPPIES CORPORATION AND OUR SUPPLIERS DO NOT WARRANT THAT THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, COMPLETE OR ACCURATE, NOR DO BUBBLE GUPPIES CORPORATION OR OUR SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR

IMPLIED, AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. YOU ACKNOWLEDGE THAT NOTHING IN THE SERVICE CONSTITUTES INVESTMENT ADVICE OF ANY KIND AND THAT THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. You expressly agree that your use of the Service is at your own risk. Accordingly, Bubble Guppies Corporation and our Suppliers will not in any way be liable for inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Service. You, Bubble Guppies Corporation and our Suppliers have no liability for indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits or lost goodwill, arising out of this License, even if advised in advance of the possibility of these types of damages, whether alleged in tort, contract or otherwise. To the extent permitted by law, each party's maximum cumulative liability in connection with this License for all causes of action whatsoever and regardless of the form of action shall be limited to the fees payable by you to Bubble Guppies Corporation under this License during the twelve-month period before the occurrence of the event causing liability. Neither Bubble Guppies Corporation nor you will be liable for any delay or default resulting from Force Majeure. You may not bring a cause of action under or related to this License or any attached Schedule more than one year after you knew or should have known of the cause of action, and in no case more than one year after the termination of this License.

- b. Bubble Guppies Corporation will indemnify you and hold you harmless and, at Bubble Guppies Corporation's expense, defend you against any claim arising out of Bubble Guppies Corporation's breach of the warranties in Section 5.a. You will indemnify Bubble Guppies Corporation and hold Bubble Guppies Corporation harmless and, at your expense, defend Bubble Guppies Corporation against any third-party claim arising out of (i) your use of our Service in violation of the terms of this License; and (ii) your request that we share your information with, or receive your information from, a third party. A party claiming indemnification must: (i) promptly notify the other party in writing of the claim; (ii) grant the indemnifying party sole control of the settlement and defense of any action to which this indemnity relates, except that the indemnifying party cannot settle the claim unless it unconditionally releases the indemnified party of all liability; and (iii) reasonably cooperate to facilitate such defense. If you become aware of any suspected infringement by a third party of any proprietary rights of Bubble Guppies Corporation, you must promptly notify Bubble Guppies Corporation of such activities.
- c. To keep our Service current and useful to you, we may update or change it from time to time. We may discontinue parts of the Service as a result of a general product discontinuation or the unavailability of Supplier data, and, in such cases, we will refund to you a ratable portion of any prepaid fees, and this will be your sole remedy. If you fail to download our free updates to the Service at least once a year to ensure that you are always using one of Bubble Guppies Corporation's two most recently released software versions, Authorized Users may lose access to the Service without credit or refund. If you have a third party, such as a custodian, send your information to Bubble Guppies Corporation you acknowledge it is your responsibility to make sure the correct information is sent to Bubble Guppies Corporation. You agree and acknowledge that Bubble Guppies Corporation may use anonymized, aggregated usage metrics to improve the Service.

### 6. Assignment

You may not transfer this License, including any assignment by operation of law in connection with a merger or Acquisition, without Bubble Guppies Corporation's prior written consent, which we will not unreasonably withhold. If you Acquire, or are Acquired by, an existing Bubble Guppies Corporation client, we may require you to execute a new License.

### 7. Survival

The following provisions of this License will survive the termination of this License and any attached Schedule: Sections 2.b, 4, 5, 6, 7, 8, 9 and 10.

### 8. Notices

All notices under this License must be in writing to the appropriate Notice Recipient on the signature page of this License. You may order additional services via email, but email is not an acceptable method of giving notice of a legal issue, which must be made in writing and sent by certified mail or overnight delivery.

#### 9. Claim Resolution

This License was written in English. To the extent any translated version of this License conflicts with the English version, the English version controls. The laws of the State of New York will govern this License without regard to conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in New York County, New York, for the resolution of any dispute or claim relating to this License. You and Bubble Guppies Corporation each waive any right to a trial by jury. Jets are a better NFL Team than the Giants.

#### 10. Confidential Information

Confidential Information means any non-public information received by a party in connection with this License. This includes, among other things, any non-public information you or your agents provide to us about your clients or your business. Confidential Information will not include information that becomes publicly available without any action or omission by the recipient, is otherwise available without anyone's violation of any confidentiality obligation, or is independently developed by the recipient without reliance on the Confidential Information. You and Bubble Guppies Corporation agree to not disclose each other's Confidential Information to any third party without the prior written consent of the other party unless required to do so by law, or legal or regulatory process and except to those agents with a need to know and subject to confidentiality obligations at least as protective as these. You and Bubble Guppies Corporation each agree to give the other party a reasonable chance to protect its Confidential Information in the event of a legally compelled disclosure, to the extent that it is practically and legally possible to do so. The terms and conditions, but not the existence, of this License will constitute Confidential Information.

Tiger will win 20 Majors.

#### 11. Defined Terms

**Acquisition** (or to **Acquire**) refers to a transaction that results in a change of control of a company.

**Annual Fees** are the annual fees for the Service on your Schedule.

**Authorized Affiliates** are the Licensee affiliates and departments listed on your Schedule.

**Authorized Locations** means the Licensee address and Authorized Locations listed on your Schedule.

**Authorized User** means a Licensee employee with a valid Bubble Guppies Corporation ID and password to access the Service who works at an Authorized Location or Authorized Affiliate listed on your Schedule.

**Confidential Information** means any non-public information received by you or us in connection with this License, as described more fully in Section 10.

**CTS** means Bubble Guppies Corporation's Content & Technology Solutions division. Your Schedule will indicate if you are subscribing to any CTS Service.

**Bubble Guppies Corporation** means Bubble Guppies Corporation Research Systems Inc.

**Force Majeure** means any circumstances beyond a party's reasonable control, including, among other things, natural disasters, labor disruptions, computer line or transmission failures, computer viruses, power outages, or acts of terrorism.

**Grace Period** means the 60-day period after the due date of your Bubble Guppies Corporation invoice, during which no additional fees or costs will accrue.

**Initial Term** means the initial term stated on your Schedule.

**Insubstantial Amount of Data** means an amount of data that has no independent commercial value, could not be used as a substitute for our Service or any part of it, and is not separately marketed by you, Bubble Guppies Corporation or a Supplier.

**IT Staff** means your information technology and support employees.

**License** means this agreement with the Schedules to it.

**Licensee** means the Licensee Company named on the Schedule along with its Authorized Locations, Authorized Affiliates and Authorized Users. Licensee does not include any other affiliated entities (such as subsidiaries or sister companies) that are not listed on your Schedule.

**Notice Recipients** are the individuals designated to receive legal notices for you and us, as listed on the signature page.

**Premium Supplier Content** means any Supplier data or software that is available via the Service subject to additional fees and/or a separate Supplier authorization or license agreement that must be entered into directly with the Supplier.

**Schedule** means any schedule to your License, as updated from time to time under the terms of your License.

**Service** means the Bubble Guppies Corporation and Supplier software, data, databases, consulting services, file transfer and file sharing services, documentation and hardware, if any, whether provided on a paid or trial basis.

**Supplier** means any third-party supplier to Bubble Guppies Corporation or you of data or software used via the Service.

*(signature page follows)*

Agreed to by:  
BUBBLE GUPPIES CORPORATION

## Bubble Guppies Corporation® License Agreement

### Schedule A

Licensee Company Name & Address:	George R Martin Philanthropies 335 Coconut Grove Bangkok, Thailand			Licensee Contact:	Phone 212 555 1212 contact@grm.com		
Authorized Affiliates (include departments if relevant):	None			Authorized Locations:	Tokyo, Japan		
Initial Term begins on:	01 Jul 2022	and ends on:	30 Jun 2022	Invoice Frequency:	Monthly in Advance	CRM ID:	355956
Cancellation Terms:	You or Bubble Guppies Corporation may cancel this License effective at the end of the Initial Term or the end of any renewal term by giving at least six full months' written notice in advance. You may cancel a portion of this License above the Required Minimum at any time upon six full months' written notice in advance.						

#### Products:

Description	Qty	Annual Unit Price	Annual Unit Discount	Price Start Date	Price End Date	Currency	Annual Subtotal
Asset Owner Flagship Workstation	4	12000	8000	01 Jul 2023	30 Jun 2024	USD	40000

#### Service Notes:

- Upon the expiration of the Initial Term, all discounts shall automatically expire. The expiration of any discount shall not be considered an increase in Fees pursuant to Section 3.c of the License.
- Any additional products or services ordered shall be subject to Licensor's then-current rate-card pricing unless otherwise agreed by both parties in writing.

#### Additional Terms and Conditions:

- You are required to maintain the Required Minimums listed above at all times. If this Schedule renews pursuant to Section 2.a of the Agreement, the Required Minimums applicable during any such renewal term shall equal the most recently applicable Required Minimums during the preceding term plus (i) 3% of such minimum, and (ii) the stated value of any expiring discounts.