

NPSX CX TRAINING, CX ROADMAP & ACCREDITATION, CX COMMUNITY AND NPS LOYALTY FORUM TERMS AND CONDITIONS

Last modified: 22 March 2024.

These **NPSx CX TRAINING, CX ROADMAP & ACCREDITATION, CX COMMUNITY AND NPS LOYALTY FORUM** Terms and Conditions (this “**Agreement**”), effective as of the date Customer purchases a subscription via our website www.npsx.com (“Our Site”) or the date specified in an Order Form incorporating these terms (the “**Effective Date**”), whether ordered directly from Bain or through Bain Authorized Resellers, are by and between Bain & Company, Inc., a Massachusetts corporation with a principal place of business at 131 Dartmouth Street, Boston, MA 02116”), or such other Bain entity which executed an Order Form on behalf of Bain (“**Bain**”) and the other entity which purchased a subscription via Our Site or signed an Order Form (“**Customer**”). By purchasing a subscription that references this Agreement or signing an Order Form, Customer agrees to the terms of this Agreement, which governs Customer’s use of the Subscription Services.

The following terms also apply to the use of Our Site and the Subscription Services:

- Our Site terms and conditions [www.npsx.com/online-terms-and-conditions];
- Our Privacy Policy [www.npsx.com/privacy-policy]; and
- Our Cookie Policy [<https://www.npsx.com/cookies-policy/>].

Section A of this Agreement includes general terms which apply to all Subscription Services and Professional Services. Particular Subscription Services may have further, specific terms and these, where applicable, are detailed in **Section B** of this Agreement.

If an individual is entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms and Conditions, in which case the term “**you**”, “**your**” and “**Customer**” shall refer to such entity. Bain and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

You can find everything you need to know about us, Bain, and our products and services on Our Site. We shall confirm the key information to you in writing after your order either by email, in your online account or on paper.

These Terms and Conditions contain a number of provisions, which are only applicable to consumers, and where a term applies just to Enterprise Customers, or just to Consumer Customers, this is clearly stated. You are an Enterprise Customer if you are buying products wholly or mainly for use by Named Users, in connection with your trade, business, craft or profession, even if you are an individual.

A. GENERAL TERMS

1) Definitions.

- a) “**Aggregated Statistics**” means data and metrics related to or derived from Customer’s use of the Subscription Services or Customer Data that is used by Bain in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Subscription Services or aggregated and

anonymized key performance indicators or benchmarks.

- b) “**Bain IP**” means the Intellectual Property Rights in the Subscription Services, the Documentation, Downloadable Content, and any materials or deliverables provided to Customer or any Named User pursuant to this Agreement, including but not limited to proprietary processes, code, software, documentation, frameworks, analytical tools and analysis, industry data and insights, methodology, survey questions, approach and configurations, reports, including any and all modifications, improvements, and derivative works pertaining thereto. For the avoidance of doubt, Bain IP includes Aggregated Statistics and any information, data, or other content derived from Bain’s monitoring of Customer’s access to or use of the Subscription Services, but does not include Customer Data (except in a strictly aggregated form).
- c) “**Customer Data**” means information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Named User through the Subscription Services, or that is otherwise provided to Bain during the course of the Subscription Services and/or Professional Services. Customer Data does not include Aggregated Statistics.
- d) “**Documentation**” means Bain’s user manuals, handbooks, workshop materials, course content, and guides relating to the Subscription Services and/or the Professional Services provided by Bain to Customer either electronically or in hard copy form and end user documentation relating to the Subscription Services and/or the Professional Services, as well as any reports and information accessible via the Subscription Services.
- e) “**Downloadable Content**” means any documentation, data files and any other content or material which are available to be downloaded from Our Site and saved to Customer’s computer or device.
- f) “**Intellectual Property Rights**” means: (i) patents, inventions, including statutory invention registrations or certificates of invention; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions, goodwill and the right to sue for passing off or unfair competition; (iii) copyrights, works of authorship and moral rights; (iv) rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information including trade secrets and know-how; and (v) all other intellectual property rights of any type throughout the world, pre-existing, used or developed during the course of the Subscription Services and/or the Professional Services, whether registered or unregistered and including all applications and rights to apply for and be granted, divisions, continuations, renewals, re-issuances or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.
- g) “**Named User**” means the Customer and/or Customer’s employees, directors, officers and contractors (i) who are authorized by Customer to access and use the Subscription Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Subscription Services has been purchased hereunder.
- h) “**Order Form**” means an order form, engagement letter or other confirmation entered into between Enterprise Customer and Bain setting forth the product(s) licensed, pricing and the scope of Subscription Services and any applicable Professional Services, through and pursuant to which Customer subscribes for the Subscription Services.

- i) **“Professional Services”** means certain NPSx-specific coaching, consulting, customization, implementation, technical services, expert services, workshops, as further defined in the applicable Order Form.
- j) **“Subscription Plan”** means the product selection by a Business or Consumer Customer which determines the relevant extent and type of Subscription Services provided, subscription charges and the Term.
- k) **“Subscription Services”** means the CX Training, CX Roadmap & Accreditation, CX Community and NPS Loyalty Forum online services provided by Bain and accessed by Customer via our Site (including www.mycx.npsx.com), as further defined in the applicable Order Form or Subscription Plan
- l) **“Third-Party Products”** means any third-party products incorporated into the Subscription Services.
- m) **“User Contributions”** means all content or materials posted, submitted, published, displayed, or transmitted by Customer and/or Named Users on Our Site.

2) Access and Use.

- a) License. Subject to and conditioned on Customer’s payment of Fees (as defined in Part A, Section 5 below) and compliance with the terms and conditions of this Agreement, Bain hereby grants Customer a non-exclusive, non-sublicenseable, and non-transferable right to access and use the Subscription Services and Documentation during the Term, solely for internal use by Named Users and/or for Customer’s internal use. Notwithstanding the foregoing, and unless specified otherwise on the relevant Downloadable Content or Documentation, Customer is permitted to continue using Downloadable Content and hard copies of Documentation provided by Bain after the Term of this Agreement, solely for internal use by Named Users and/or for Customer’s internal use. Customer acknowledges and agrees that access to the Subscription Services by contractors of Customer may require prior approval by Bain.
- b) Provision of Access. Bain shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Subscription Services.
- c) Named Users. The number of Named Users for which Customer has purchased Subscription Services shall be set forth in an Order Form. Named Users will receive access credentials to access the Subscription Services after submission of the relevant details to Bain. Where incomplete and/or inaccurate Named User details are provided by Customer, Bain shall not be liable for any delay or failure to set up access to the Subscription Service for any or all of the Named Users. Access credentials are granted to individual, named persons and may not be shared. Customer will ensure that all Named Users keep these credentials strictly confidential. Named Users must notify Bain immediately if their access to the Subscription Services is or potentially could be compromised. Customer is responsible for notifying Bain (at info@npsx.com) of Named Users from whom access credentials are to be revoked or updated. Liability arising from a failure of Customer to notify Bain of such amendments shall be Customer’s until such notification has been received by Bain.
- d) Use Restrictions. Customer shall not use the Subscription Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Named Users or other persons to:

- (i) copy, modify, or create derivative works of the Subscription Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Subscription Services, in whole or in part; (iv) remove any proprietary notices from the Subscription Services or Documentation; (v) insert any malicious code, including viruses, malware or harmful data, into the Subscription Services; or (vi) use the Subscription Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- e) Reservation of Rights. Bain reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Bain IP.
- f) Third Party Links. Certain content, products and services available via the Subscription Services may include materials from third parties. Third-party links on the Subscription Services may direct Customers or Named Users to third-party websites or content that is not affiliated with Bain. Bain is not responsible for examining or evaluating the content or accuracy of, and Bain does not warrant and will not have any liability or responsibility for, any third-party materials, websites or services. Bain is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.
- g) Suspension. Notwithstanding anything to the contrary in this Agreement, Bain may temporarily suspend Customer's and any Named User's access to any portion or all of the Subscription Services if: (i) Bain reasonably determines that (A) there is a threat or attack on any of the Bain IP; (B) Customer's or any Named User's use of the Subscription Services disrupts or poses a security risk to Bain or to any other customer or vendor of Bain; (C) Customer, or any Named User, is using the Subscription Services for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Bain's provision of the Subscription Services to Customer or any Named User is prohibited by applicable law; (ii) any vendor of Bain has suspended or terminated Bain's access to or use of any Third-Party Products that form part of the Subscription Services and/or are required to enable Customer to access the Subscription Services; or (iii) in accordance with Section 5(d)(iii) (any such suspension described in subclauses 2(h) (i), (ii), or (iii), a "**Service Suspension**"). Bain shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Subscription Services following any Service Suspension. Bain shall use commercially reasonable efforts to resume providing access to the Subscription Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Bain will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any

Named User may incur as a result of a Service Suspension.

- h) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Bain may monitor Customer's use of the Subscription Services and collect and compile Aggregated Statistics. As between Bain and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Bain. Customer agrees that Bain may use the Aggregated Statistics to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and the other Bain offerings, and disclose the Aggregated Statistics to customers and other third parties as part of the Subscription Services or otherwise in connection with its business.
- i) Subcontractors. Customer agrees that Bain may use subcontractors to fulfill its obligations under this Agreement (which may include the subcontractors having access to Customer Data). Bain may, at its sole discretion, make changes to the subcontractors engaged under this Agreement.

3) Customer Responsibilities.

- a) General. Customer is responsible and liable for all uses of the Subscription Services and Documentation resulting from access provided by Bain to Customer, whether directly or indirectly, and whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Named Users, and any act or omission by an Named User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Named Users aware of this Agreement's provisions as applicable to such Named User's use of the Subscription Services and shall cause Named Users to comply with such provisions.
- b) Third-Party Products. Bain may from time to time make Third-Party Products available to Customer, or the Subscription Services may be made available to Customer via Third-Party Products or the Subscription Services may contain features designed to interoperate with Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions. Customer agrees to be bound by the Third Party Products terms and conditions to which it may be required to agree by accessing the Subscription Services. Third Party Products shall have no warranty, support or other obligation to Customer.

4) Staffing; Non-Solicitation. Bain shall have sole discretion in staffing the Professional Services and may assign the performance of any portion of the Professional Services to an independent contractor working on Bain's behalf. Bain will make all reasonable efforts to ensure continuity of personnel throughout a project and manage any staff turnover in such a way as to ensure that the goals of the project will be met with minimal disruption to the process. With the exception of employees responding to general solicitations for employment, neither Customer nor Bain will, during a project or within 12 months after its completion, approach, either directly or indirectly, with an offer of employment an employee of the other who is associated with that project.

5) Fees and Payment.

- a) Fees. Customer shall pay Bain the fees as set forth in any applicable Order Form, invoice, or specified for each Subscription Plan (the “Fees”).
- b) Unless otherwise set out in any applicable Order Form, invoices are due and payable by wire transfer within sixty (60) days of Customer’s receipt of the invoice, without regard to any delay for purchase order or invoice reference. If Customer fails to make any payment when due, without limiting Bain’s other rights and remedies: (i) Bain may charge interest on the past due amount at the rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Bain for all reasonable costs incurred by Bain in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Bain may suspend Customer’s and its Named Users’ access to any portion or all of the Subscription Services until such amounts are paid in full.
- c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer will pay Bain’s Fees without any deduction, withholding, or set-off of any kind (such as sales, business, excise, ad valorem, value added, government charges or taxes, however designated). In the event Customer is required by law to make any such deductions, the amount due to Bain will be increased to offset the amount of the proposed deduction. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder.
- d) Fee Changes. Bain shall be entitled to increase the Fees set forth in an Order Form or on Our Site prior to the beginning of each subsequent subscription Term by giving no fewer than thirty (30) days’ prior notice to Customer. The applicable Order Form shall be deemed to have been amended accordingly.
- e) Audit Rights. Customer shall maintain records regarding the use of the Subscription Services and shall make such information available to Bain upon request. Upon reasonable request, Bain shall have the right to audit Customer’s use of the Subscription Services, to verify compliance with the terms of this Agreement, and Customer will promptly pay any underpayment discovered in the course of such audit, based on Bain’s then-current price list.

6) Confidential Information.

- a) From time to time during the Term, either Party (the “**Discloser**”) may disclose or make available to the other Party or Member (the “**Recipient**”), information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). With respect to Bain, Confidential Information also includes Bain IP.
- b) Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the Recipient at the time of disclosure; (c) rightfully obtained by the Recipient on a non-confidential basis from a third party; or (d) independently developed by the Recipient without reference to the Discloser’s Confidential Information. The Recipient shall not disclose the Discloser’s Confidential

Information to any person or entity, except to the Recipient's or its affiliates' employees who have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations hereunder.

- c) Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order (where permitted under applicable law); or (ii) to establish a Party's rights under this Agreement, including to make required court filings.
- d) On the expiration or termination of this Agreement, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed upon the Discloser's request.
- e) Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Recipient; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- f) Customer will ensure that all Named Users comply fully with this Section 6.

7) Intellectual Property Ownership; Feedback.

- a) Bain IP. Customer acknowledges that, as between Customer and Bain, Bain owns all rights, title, and interest, including all Intellectual Property Rights, in and to the Bain IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products. Customer shall not: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Bain IP; (ii) copy, alter, modify, translate, reverse engineer, decompile or disassemble the Bain IP; (iii) create derivative works based upon the Bain IP; (iv) destroy or otherwise remove any proprietary notices or labels on or embedded within the Bain IP; or (v) show or demonstrate the Bain IP to a third party.
- b) Customer Data. Bain acknowledges that, as between Bain and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Bain a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as contemplated by this Agreement or as may otherwise be necessary for Bain to provide the Subscription Services and/or Professional Services to Customer.
- c) Feedback. If Customer or any Named User sends or transmits any communications or materials to Bain by mail, email, telephone, or otherwise, suggesting or recommending changes to the Bain IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions ("**Feedback**"), Bain is free to use

such Feedback as it sees fit. Customer hereby assigns to Bain on Customer's behalf, and on behalf of its Named Users, all right, title, and interest in, and Bain is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Bain is not required to use any Feedback.

8) Warranties.

- a) Limited Warranty. Bain warrants to Customer that the Subscription Services will operate in substantial conformity with the applicable Documentation. Bain does not warrant that Customer's use of the Subscription Services will be uninterrupted or error-free. Bain's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Bain's sole discretion and at no charge to Customer, to use commercially reasonable efforts to correct the reported non-conformity, or if Bain determines such remedy to be impracticable, to allow Customer to terminate the applicable subscription Term and receive as Customer's sole remedy, a refund of any pro-rated Fees Customer has pre-paid for use of the Subscription Services which Customer has not received as of the date of the warranty claim. **This Section 8(a) is without prejudice to any rights or remedies a Consumer Customer may have under the applicable laws.**
- b) Exclusions. The above warranty shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared; (ii) if the Subscription Services are used with hardware or software not authorized in the Documentation; or (iii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services.
- c) Warranty Disclaimer. THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES AND ALL BAIN IP ARE PROVIDED "AS IS" AND BAIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BAIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BAIN MAKES NO WARRANTY OF ANY KIND THAT THE BAIN IP, OR ANY SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. **This Section 8(c) is without prejudice to any rights or remedies a Consumer Customer may have under the applicable laws.**

9) Indemnification.

- a) Bain Indemnification.
 - i) Bain shall indemnify and defend Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Subscription Services, or any use of the Subscription Services in accordance with this Agreement, infringes or misappropriates such third party's

intellectual property rights including but not limited to patents, copyrights, or trade secrets, provided that Customer promptly notifies Bain in writing of the claim, cooperates with Bain, and allows Bain sole authority to control the defense and settlement of such claim.

- ii) If such a claim is made or appears possible, Customer agrees to permit Bain, at Bain's sole discretion, to (A) modify or replace the Subscription Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Bain determines that neither alternative is reasonably available, Bain may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund of any pro-rated Fees Customer has pre-paid for use of the Subscription Services which Customer has not received as of the date of the written notice.
- iii) This Section 9(a) will not apply (i) to the extent that the alleged infringement arises from: (A) Customer's use of the Subscription Services in a manner not permitted by this Agreement; (B) use of the Subscription Services in combination with data, software, hardware, equipment, or technology not provided by Bain or authorized by Bain in writing; (C) modifications to the Subscription Services not made by Bain; (D) Customer Data; or (E) Third-Party Products, or (ii) if Bain is providing the Subscription Services at no cost to Customer.

- b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Bain's option, defend Bain from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Named User's (i) negligence or willful misconduct; or (ii) use of the Subscription Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Bain unless Bain consents to such settlement, and further provided that Bain will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BAIN'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SUBSCRIPTION SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10) Limitations of Liability. IN NO EVENT WILL BAIN BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BAIN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE

FORESEEABLE. IN NO EVENT WILL BAIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO BAIN UNDER THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED.

11) Term and Termination.

- a) Term. This Agreement takes effect on Effective Date and will remain in effect until the Subscription Plan or all applicable Order Forms have expired or been terminated in accordance with this Section 11 (the "**Term**").
- b) Automatic Renewal. Unless specified otherwise on the applicable Order Form, this Agreement, along with the applicable Subscription Services and/or Professional Services purchased by Customer, will automatically renew at the expiration of the initial Term or the expiration of any renewed Term for successive period(s), until terminated under this Section 11.
- c) Termination. In addition to any other express termination right set forth in this Agreement:
 - i) Bain may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Bain's delivery of written notice thereof; or (B) breaches any of its obligations under Part A, Section 6;
 - ii) Bain may terminate the Subscription Services, any applicable Professional Services and this Agreement without cause at any time and with immediate effect, and in such case will, if applicable, refund Customer any prepaid, unused Fees;
 - iii) if you are an **Enterprise Customer**, you may terminate this Agreement upon providing a prior written notice of non-renewal by emailing info@npsx.com at least forty-five (45) days prior to the end of the then-current Term;
 - i) if you are a **Consumer Customers**, you may terminate this Agreement before your next payment is due to be collected by logging in to your account and clicking on the 'Manage Your Subscription' tab;
 - ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee,

custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- d) **Cancellation (applicable Consumer Customers only)**. If you are a consumer and you bought the Subscription Services online, you have a legal right to change your mind (“Cancel”) about the purchase and receive a refund of the Fees paid. If you wish to Cancel the purchase, you must notify us within 14 days of your purchase by sending a notice to cancel to info@npsx.com. You will not be able to Cancel your purchase of the Subscription Services: (i) after you have started to download or stream any of the digital products provided to you under this Agreement; or (ii) the Subscription Services have been completed.
- e) **Effect of Expiration or Termination**. Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Bain IP and, without limiting Customer’s obligations under Part A, Section 6 and all licenses and certifications granted under the Agreement shall cease immediately. Customer shall immediately delete, destroy, or return all copies of the Bain IP (excluding Downloadable Content and hard copies of the Documentation provided by Bain), and certify in writing to Bain that the Bain IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- f) **Survival**. This Section 11(e) and Sections 1, 5, 6, 7, 8(c), 10, 12, and 13 of Part A survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12) **Data Protection**.

- a) **Role of the Parties**. The Parties acknowledge the use of the Subscription Services and/or Professional Services might involve the processing of data that can identify an individual by Bain on behalf of Customer (“**Personal Data**”). The details of the processing can be found in Annex A (“**Personal Data Processing Particulars**”). In respect of any such Personal Data, Bain and Customer shall each comply with applicable data privacy legislation and this Section 12. In providing Bain with Personal Data, Customer will be acting as the data controller and Bain as a data processor. Customer confirms that it has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of Personal Data to Bain and its subprocessors and use of the Services.
- b) **Obligations of Bain**. For any Personal Data that Bain processes on behalf of the Customer in order to provide the Subscription Services and/or Professional Services, Bain agrees to:
 - i) only process such Personal Data in accordance with Customer’s written instructions and for the sole purpose of providing the Subscription Services and/or Professional Services to Customer;
 - ii) implement and maintain appropriate technical and organizational measures to protect the Personal Data;
 - iii) notify Customer promptly (where permitted under applicable law) if Bain receives any request to access the Personal Data by an individual, regulator or government authority, and provide reasonable assistance to Customer to help Customer comply

with any such request;

- iv) provide reasonable assistance, cooperation and information to enable Customer to demonstrate its compliance with the applicable data protection laws;
 - v) notify Customer promptly if Bain suffers any incident that may impact the Personal Data;
 - vi) save as required by applicable law or in accordance with this Agreement, not disclose the Personal Data to any third party other than those listed in Clause 11(c) without providing prior notice to Customer. If Customer does not object on reasonable grounds within fourteen (14) days of such notification, Bain shall be allowed to make such change. Bain shall remain fully liable to Customer for the acts, errors, and omissions of subprocessors as if they were Bain's own acts, errors and omissions;
 - vii) except as set out in (c) below, not transfer the Personal Data to another country unless it has ensured that appropriate safeguards are in place; and
 - viii) delete the Personal Data at the end of the Term.
- c) Location of the Processing and Subprocessors. As per Clause 2(i) of this Agreement, Customer agrees that the Personal Data may be shared with the following subprocessors:
- i) Adroit Cloud Consulting Limited for support services in the United Kingdom;
 - ii) DataRobot, Inc. for creating, hosting and monitoring machine learning models in the USA;
 - iii) Google Cloud EMEA Limited for hosting services in Ireland;
 - iv) Sixberries Ltd for support services in the United Kingdom and India;
 - v) Bain's affiliates around the world for support and administration services.
- d) EEA Personal Data. Where Customer is located in the European Economic Area, Bain (on its behalf and on behalf of its affiliates) and Customer agree to enter into the standard contractual clauses for the transfer of personal data to third countries as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (Module two controller to processor) ("SCCs"), which are incorporated by reference as follows:
- i) Customer shall be the data exporter, and Bain and its affiliates shall be the data importer;
 - ii) Clauses 7(a) – (c) shall apply;
 - iii) Option 1 of Clause 9(a) shall apply, and the data importer shall submit the request for specific authorisation at least 14 days prior to the engagement of the sub-processor;
 - iv) Clause 11(a) shall not include an additional redress mechanism for data subject, as set out in the second optional paragraph of Clause 11(a);
 - v) Clause 17 shall state: "*These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Germany*";
 - vi) Clause 18(b) shall state: "*The Parties agree that those shall be the courts of*

Germany”;

- vii) Annexes I and II of the SCCs shall be populated with the relevant information set out in Annex A and Annex B. Annex III of the SCCs shall be populated with the detail of Part A, Section 12(c) above; and
 - viii) If and to the extent the SCCs conflict with any provision of this Agreement, the SCCs will prevail to the extent of such conflict.
- e) Swiss Personal Data. Where Customer is located in Switzerland, the version of the SCCs referenced in Part A, Section 12(d) above shall apply and shall include all necessary amendments to make them legally effective in Switzerland, including but not limited to the following:
- i) References to the General Data Protection Regulation will be deemed to be references to the Swiss Federal Act on Data Protection;
 - ii) The competent Supervisory Authority in Annex I.C of the SCCs under Clause 13 is the Federal Data Protection and Information Commissioner of Switzerland;
 - iii) The applicable law for contractual claims under Clause 17 of the SCCs is Swiss law or the law of a country that allows and grants rights as a third party beneficiary;
 - iv) The term “member state” used in the SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c); and
 - v) The SCCs also protect the data of legal entities until the entry into force of the revised FADP.
- f) UK Personal Data. Where Customer is located in the United Kingdom, the version of the SCCs referenced in Part A, Section 12(d) above shall apply together with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as issued by the Information Commissioner’s Office under S119A(1) of the Data Protection Act 2018 (“UK Addendum”), which is hereby incorporated by reference. The parties further agree that for the purpose of the UK Addendum:
- i) The Customer shall be the data exporter, and Bain shall be the data importer (on behalf of itself and its affiliates), and the parties’ details as set out in the Agreement shall be incorporated into Table 1 of Part 1 of the UK Addendum (Parties);
 - ii) The first option of Table 2 of Part 1 of the UK Addendum (Selected SCCs, Modules and Selected Clauses) shall be selected and the date shall be the date of this Agreement;
 - iii) Table 3 of Part 1 of the UK Addendum (Appendix Information) shall be populated with the relevant information set out in Annex A and Annex B to this Agreement and Section 12(c) above; and
 - iv) Either the importer or the exporter may end the UK Addendum, and Table 4 of Part 1 of the UK Addendum shall be completed accordingly.
- g) Privacy Policy. Each Customer’s and Named User’s use of the Subscription Services is subject to the Privacy Policy, a current version of which is available at www.npsx.com/privacy-policy. Customer shall ensure that it brings the Privacy Policy to the attention of its Named Users before accessing the Subscription Services.

13) Miscellaneous.

- a) Publicity. Bain will not publicly disclose, in a press release, publication, analyst meeting or any other public context, the fact that Customer is a NPSx subscriber, or disclose to any third party any details of the Subscription Services provided to Customer, without Customer's prior approval.
- b) Entire Agreement. If you are an **Enterprise Customer**, this Agreement, together with any Order Forms, any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; (iii) third, any Order Forms referencing this Agreement; and (iv) fourth, any other documents incorporated herein by reference. Notwithstanding the foregoing, where an Order Form specifically states the intent to supersede a specific portion of this Agreement or an Exhibit, the applicable clause in the Order Form shall prevail.
- c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in this Agreement or the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- d) Force Majeure. In no event shall Bain be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Bain's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- e) Amendment and Modification; Waiver. Bain may revise and update the Terms and Conditions of this Agreement from time to time in its sole discretion. If material changes are made (such as changes to the applicable fees or the frequency of payments/billing period), Bain will endeavor to notify Customer by email or by means of a prominent notice on our Site prior to the changes becoming effective. An updated version of this Agreement, once uploaded to Our Site, will be effective immediately. Customer's continued use of the Subscription Services and/or Professional Services following the posting of the revised Terms and Conditions means that Customer accepts and agrees to the changes. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the

exercise of any other right, remedy, power, or privilege.

- f) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- g) **Dispute Resolution.** If you experience any problems with the Subscription Services and/or the products available on Our Site or you wish to submit a complaint, please contact info@npsx.com with the details. If you are not satisfied with the outcome, you may go to court, as set out in Part A, Section 13(g) below.
- h) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts. If you are a **Consumer Customer**, you may bring claims against Bain in the courts of the country you live in.
- i) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Bain, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- j) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

B. Terms and Conditions relating to specific Subscription Services

- 1) **CX Training.**
 - a) On successful completion of a CX training program, a digital certificate will be issued to Named User, providing the applicable Fees have been paid in full.
 - b) The certificate may be used on Named User's social media, publications, documents and other promotional materials.
 - c) The certificate must be used in the form as provided. Any changes such as the changing

of shape, color, or wording, or otherwise, are not permitted without Bain's prior written consent.

2) CX Roadmap & Accreditation.

- a) CX Roadmap & Accreditation subscription includes CX assessment, measurement methodology assessment (if applicable), individualized recommendations for future improvement and capabilities, and provision and access to the CX Roadmap & Accreditation Platform ("**CXRA Platform**").
- b) On successful completion of CX assessment and certification requirements, Customer will be issued with a digital badge as evidence of the granted CX accreditation and rating awarded (the "CX Accreditation Certification"), providing the applicable Fees have been paid in full.
- c) CX accreditation represents that Customer's CX capabilities and standards and/or measurement methodology and approach have met the required standards for accreditation. Bain does not certify or endorse any Customer product, service or specific NPS scores.
- d) Re-accreditation audits must be carried out in advance of each renewed Term to maintain the CX Accreditation Certification and access to the CXRA Platform. If the re-accreditation audit has been carried out successfully, the CX Accreditation Certification and access to the CXRA Platform may be maintained.
- e) Customer hereby acknowledges and agrees that all information, data, and documentation provided to Bain for the purposes of obtaining or maintaining CX Accreditation Certification must be true and accurate. Customer further agrees that any submission of false, misleading, or inaccurate information, data, or documentation may result in immediate termination of the Subscription Services and revocation of the CX Accreditation Certification.
- f) The CX Accreditation Certification may be used on Customer's website, publications, documents and other promotional materials during the Term of this Agreement. The following are the sole communications that can be used to discuss the awarded accreditation externally. Anything beyond the below requires Bain's prior written consent.

"[Customer name] has been officially accredited with a coveted <one-star/two-star/three-star> rating, on a 3-star scale, by Bain & Company across over 60 Customer Experience capabilities and standards. We have demonstrated a <very good/outstanding/world class> approach in the area of <insert pillar and/or standard>".
- g) Notwithstanding the above, statements provided in the CX Roadmap & Accreditation summary report or agreed in writing with Bain can also be used by Customer for communication in accordance with this Section 2(d), provided such statements are not edited or used in a way that would change the meaning, intent or accuracy of such statement.
- h) Any use of the CX Accreditation Certification shall include the following attribution and disclaimer: *"Note: CX Accreditation is a proprietary rating of Bain & Company, Inc. ("Bain"). Bain does not certify or endorse any Customer product or service."*
- i) The CX Accreditation Certification must be used in the form as provided. Any changes

such as the changing of shape, color, or wording, or otherwise, are not permitted without Bain's prior written consent.

- j) Customer must not make or permit any inaccurate or misleading statements regarding its CX Accreditation Certification, the scope, rating and/or standards covered by CX Roadmap & Accreditation subscription, and if uncertain should contact Bain to seek clarification on what is acceptable. Any breach of this condition may lead to the suspension or withdrawal of the CX accreditation.
- k) Upon termination, suspension, revocation or expiry of this Agreement for any reason whatsoever, Customer shall immediately discontinue any use of the CX Accreditation Certification and remove all statements or claims of CX accreditation by Bain from its promotional and other material as soon as is reasonably practicable.

3) CX Community.

- a) Named User shall retain all right, title and interest in and to its User Contributions provided that Named User shall grant and does hereby grant to Bain a non-exclusive, royalty-free, worldwide license to use, reproduce, display, modify, or create derivative works from such User Contributions for Bain's internal and commercial purposes, subject to the confidentiality obligations set forth in Part A, Section 5.
- b) Named User shall not submit or post any User Contribution that is illegal, harassing, inappropriate, abusive, or otherwise harmful to others, or any User Contribution that violates the law, infringes anyone's intellectual property rights, or violates anyone's privacy.
- c) Named User represents and warrants that: (i) Named User owns or controls all rights in and to its User Contributions and has the right to grant the license granted above to Bain. (ii) All User Contributions do and will comply with these Terms and Conditions. (iii) Named User has full responsibility for its User Contribution, including its legality, reliability, accuracy, and appropriateness. Bain is not responsible or liable to any third party for the content or accuracy of any User Contributions submitted or contributed by Named Users.

4) NPS Loyalty Forum.

- a) Unless specified otherwise on the applicable Order Form, Customer shall designate one, named executive as a participant in the NPS Loyalty Forum meetings ("Member").
- b) Customer may not substitute Member without the express prior consent of Bain. Bain may give or withhold such consent at its sole discretion.
- c) Customer shall retain all right, title and interest in and to any original materials that it contributes to the NPS Loyalty Forum; provided, however, that Customer shall grant and does hereby grant to Bain a non-exclusive, royalty-free, worldwide license to use, reproduce, display, modify, or create derivative works from such materials for Bain's internal and commercial purposes, subject to the confidentiality obligations set forth in Part A, Section 6.
- d) Notwithstanding any provisions of Part A, Section 6, it is the responsibility of Customer to ensure that it does not utilize the NPS Loyalty Forum to exchange sensitive

commercial business information with Customer's competitors. Customer agrees to implement the following safeguards when participating in NPS Loyalty Forum activities:

- i. to refrain from disclosing, when Customer's competitors are present, confidential pricing, cost, profit, profit margin, bidding, discounting, strategic, marketing, product development, or product offering information or plans ("Confidential Commercial Information");
- ii. to refrain from uploading materials containing Confidential Commercial Information to the NPS Loyalty Forum best practice database, and to refrain from discussing such Confidential Commercial Information in NPS Loyalty Forum online discussion forums;
- iii. to refrain from reaching any agreement or coordinating with Customer's competitors in the NPS Loyalty Forum regarding product or service pricing, discounting, terms of sale, the nature or quantity products or services to be offered, customers to be served, markets to be entered or exited, production, costs, hiring or recruitment of personnel, or any other commercially sensitive topic.

ANNEX A

PERSONAL DATA PROCESSING PARTICULARS

Data exporter	Customer
Data importer	Bain
Purpose of the processing	To provide the Services under the Agreement
Data subjects	Employees and other members of personnel of Customer
Categories of personal data	Name, email address, job title, information about courses taken and other information relating to the Subscription Services
Special categories of data	N/A
Processing operations	Storing, analyzing, sharing, amending, aggregating, anonymizing, and other activities as required to provide the Subscription Services
Duration of the processing	The Term of the Agreement

ANNEX B

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

See “Protecting Your Data”, Version 12.0. The measures include:

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for assurance of processes and products
- Measures for ensuring data minimisation
- Measures for ensuring data quality
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for allowing data portability and ensuring erasure

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Same measures as above