

Dashboard Standard Terms and Conditions

1. DEFINITIONS.

“Affiliates” means any entity (i) that controls a party; (ii) that is controlled by a party; or (iii) that is under common control with a party. Control means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights and includes any subsidiary, holding company or operating division of the respective party.

“Applicants” those individuals who seek to secure part-time, flexible, casual, temporary or permanent work with the Customer and who upload their data onto the Software.

“Authorised Users” means any Customer employee or contractor, Applicant or other party to whom Customer has granted access to the Services, Software and Documentation in accordance with section 10.

“Back-Up Policy” means Dashboard’s policy as updated from time to time for providing back up and archiving services available here [<https://www.dashboardtechnology.co.uk/backup-policy>],

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Confidential Information” means any information disclosed in circumstances of confidence or which would be understood by a party, exercising reasonable business judgment, to be confidential, including, but not limited to, “know how”, plans, drawings, designs, specifications, trade secrets, processes, systems, techniques, configurations, logic diagrams, formulae, protocols, software, processes, models and mock-ups, and financial, pricing, sales and cost information save for information which (1) is already known to the receiving party free of any restriction at the time it is obtained from the disclosing party; (2) is subsequently learned by the receiving party from an independent third-party free of any restriction and without breach of this Agreement; (3) is or becomes publicly available through no wrongful act of either party; (4) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or (5) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements.

“Controller” takes the meaning ascribed to it under the Data Protection Legislation.

“Criminal Offence Data” means Personal Data relating to criminal convictions and offences under Article 10 of the UK GDPR, including Personal Data relating to criminal allegations and proceedings. Section 11(2) of the DPA 2018 specifically confirms that this includes Personal Data relating to the alleged commission of offences or proceedings for an offence committed or alleged to have been committed, including sentencing. This is collectively referred to as ‘Criminal Offence Data’.

“Charges” means any fees or costs payable by the Customer under this Agreement as set out in the Front Sheet, excluding the Implementation Fees.

“Customer Data” means any Personal Data of Customer, end user profile data, information about Customer activity, and summaries thereof, and all other information about the user(s) of the Services that is uploaded as part of the Services by Customer or by a third party acting on Customer’s behalf.

“Personal Data” means any information relating to an identified or identifiable Data Subject including but not limited to names, contact details, account information and any other data defined as personal data under Data Protection Legislation.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

“Data Subject” takes the meaning ascribed to it under the Data Protection Legislation. The categories of Data Subjects whose Personal Data is processed under this Agreement include Authorised Users, including Applicants, employees, contractors or any other individuals whose Personal Data is processed in connection with the Services.

“Documentation” means any documentation or report made available or provided to Customer by Dashboard during the course of the provisions of the Services including but not limited to user manuals, software specification and service description documents.

“Exhibits” refers to any documents, schedules, or attachments that are expressly referenced in or appended to this Agreement. In the event of any conflict between an Exhibit and the Terms, the terms of the Exhibit shall govern with respect to the subject matter it addresses.

“Effective Date” shall be the date of last execution of the Agreement by the parties;

“Front Sheet” the front sheet setting out the commercial terms to which these Terms are attached.

“Implementation Services” means the activities and processes required to execute, deliver and integrate the Services and Software for the Customer in accordance with the terms of this Agreement, as set out in the Front Sheet, if applicable.

“Implementation Fees” means any fees or costs payable by the Customer under this Agreement for the Implementation Services, as set out in the Front Sheet, if applicable.

“Initial Term” means the period starting on the later of the Effective Date or Ready for Service Date as set out in the Front Sheet.

“Intellectual Property Rights” means any and all now known or hereafter known tangible and intangible worldwide patents, copyrights, moral rights, database right, know-how, trademarks, trade secrets, Confidential Information or other intellectual property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing);

“Limitation of Liability Cap” means the maximum liability amount specified in the Front Sheet, representing Dashboard’s total financial responsibility to the Customer under the terms of this Agreement.

“Privacy Policy” means Dashboard’s policy as updated from time to time outlining how personal data is collected, used, and protected when interacting with Dashboard’s website (www.dashboardtechnology.co.uk) and the Software and Services as regards Usage Data, available [here](https://www.dashboardtechnology.co.uk/privacy-policy) [https://www.dashboardtechnology.co.uk/privacy-policy];

“Processor” takes the meaning ascribed to it under the Data Protection Legislation.

“Ready for Service Date” means the date the Software and Services are ready and available for use by the Customer and will be set out in the Front Sheet.

“Representative” means any director, officer, manager, member, employee, agent, consultant, supplier, vendor, independent contractor, advisor, accountant, financial advisor, or legal counsel of a party.

“Services” means the access to the Software and the services provided under this Agreement to the Customer

via the Software as further specified in the Documentation.

“Software” means the online software applications provided by Dashboard, i.e. an online staff management system which provides a solution from employee registration to bookings and timesheets and produces files for payroll and invoicing to enable the Customer to recruit, book and manage staff, for Customer to access via a web browser as a service, in accordance with the terms of this Agreement.

“Special Category Data” means information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data.

“Term” means the Initial Term and any renewal periods in accordance with the renewal process specified in clause 3.2 of the Agreement.

“Usage Data” shall have the meaning ascribed to it in clause 9.1.

“User Subscription” means the number of approved user subscriptions purchased by the Customer which entitles the Authorised Users to access and use the Services, Software and the Documentation in accordance with this Agreement, as set out at the date of this Agreement in the Front Sheet as varied from time to time;

2. SERVICES.

2.1. Dashboard shall provide the Services to Customer as further specified in the Software Specification.

2.2. Dashboard will, as part of the Services and at no additional cost to the Customer, provide the Customer with support services as detailed in the Service Level Agreement (SLA) at Exhibit A.

2.3. In addition to the Services, Dashboard may provide additional services or additional training from time to time at its then standard rates, where agreed in advance with the Customer.

2.4. If applicable to this engagement, the Implementation Services specified in the Front Sheet will be provided to the Customer for the Implementation Fees specified in the Front Sheet.

3. TERM.

3.1. The Agreement will commence on the later of the Effective Date and the Ready for Service

Date and will continue to be valid and binding between the parties for an Initial Term unless terminated as set forth in section 16.

3.2. The Initial Term shall automatically renew for additional periods, equal in length to the expiring term, unless either Party provides notice of non-renewal at least 60 days prior to expiration of the then-current term.

4. GRANT OF RIGHTS.

4.1. Customer hereby grants Dashboard a limited, non-exclusive, non-transferable, royalty-free, worldwide licence to access and use the Customer Data as may be necessary for Dashboard to provide the Services to Customer.

4.2. Subject to Customer's compliance with the terms and conditions of the Agreement, Dashboard hereby grants to Customer for Authorised Users a worldwide, non-transferable and non-exclusive licence, to access the Software and use the Services and related Documentation. for Customer's internal business purposes only.

4.3. To the extent that any additional rights and licences are granted to Customer in connection with the Services provided under this Agreement, such additional rights and licences shall be specifically identified in the Front Sheet;

5. USER SUBSCRIPTIONS

6. The maximum number of User Subscriptions the Customer is entitled to register shall be stated on the Front Sheet. Dashboard shall monitor the number of User Subscriptions and reserves its right to adjust Charges accordingly if the number of User Subscriptions exceed the agreed amount stated on the Front Sheet. RESTRICTIONS

6.1. Customer shall be solely responsible for procuring and maintaining the necessary hardware and software for accessing and utilising the Services and Software.

6.2. Except as expressly set out in this Agreement or as permitted by any local law, Customer undertakes for itself and for its Representatives and Authorised Users:

a) not to copy the Software, Services or Documentation except where such copying is incidental to normal use of the Software;

b) not to sell, rent, lease, sub-license, loan, translate, merge, adapt, or otherwise commercially exploit the Software, Services or Documentation;

c) not to make alterations to, or modifications of, the whole or any part of the Software and/or Services, nor permit the Software and/or Services or any part of it to be combined with, or become incorporated in, any other programs;

d) Not to use any Dashboard Intellectual Property to create any computer program or other material that performs, replicates, or utilises the same or substantially similar functions as the Services or Software.

e) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software and/or Services nor attempt to otherwise reconstruct, identify, or discover any trade secrets, source code, underlying ideas, underlying user interface techniques, or algorithms of the Service.

f) to supervise and control use of the Software and ensure that the Software is used by Authorised Users in accordance with the terms of this Agreement;

g) not to remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Software or Services;

h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person except Authorised Users without prior written consent from Dashboard;

i) to comply with all applicable technology control or export laws and regulations;

j) not to knowingly use the Service to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third-party or violates third-party privacy rights;

- k) not to knowingly use the Services to transmit malicious code, facilitate illegal activity, depict sexually explicit images, promotes unlawful violence, or is discriminatory.

7. CONFIDENTIALITY

- 7.1. Customer acknowledges that the Software, Services and Documentation provided by Dashboard to Customer represent Confidential Information of Dashboard..
- 7.2. Each party agrees with the other, with respect to the other's Confidential Information, (i) to hold Confidential Information in the strictest confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer Confidential Information to any third party, subject to the provisions of subsection (iv) below; (iii) not to make use of Confidential Information other than for the permitted purposes under this Agreement; and (iv) to disclose Confidential Information only to their respective Representatives requiring such material for effective performance of this Agreement and who have undertaken a written obligation of confidentiality and limitation of use at least as protective of the other party's Confidential Information as this Agreement.
- 7.3. Each party hereto shall institute internal operating procedures to assure limited access and use of Confidential Information consistent with this Agreement and shall exercise due care to monitor and ensure compliance with this Agreement. A receiving party may disclose Confidential Information of the other party if it is compelled by legal process or law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest or restrict the disclosure. If a receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable

cost of compiling and providing secure access to such Confidential Information.

8. DATA

- 8.1. Customer acknowledges and agrees that its use of the Services is contingent upon Dashboard's timely receipt of Customer Data. As between Dashboard and Customer, Customer is solely responsible for the provision of Customer Data and the accuracy, quality, integrity, reliability and appropriateness of all Customer Data and other input provided to Dashboard by Customer or any party on Customer's behalf. Customer assumes full responsibility for the data provided, stored or transmitted by means of the Services, and the use of such data, including the results obtained from such use. Customer may provide Customer Data to Dashboard from internal or external sources, as described herein, and in either case, Customer shall bear the expense (if any) of providing such data to Dashboard.
 - (i) If Customer is directly providing Customer Data to Dashboard, Customer must provide such data in the format specified by Dashboard (or if no such format is specified, in an industry-standard format).
 - (ii) If Customer Data is provided by a third party, Customer will authorise in writing such third party to release the Customer Data to Dashboard and execute any other data transfer agreements required by law and/or for Dashboard to access such data for the purposes of providing the Services. Customer will submit the necessary authorisations to Customer's named third party providers so that Dashboard may receive the data necessary for Customer to use the Services in a Dashboard-preferred format.
- 8.2. Dashboard shall adhere to industry standard data security practices and shall utilise commercially reasonable practices, including for example pseudonymisation, encryption and firewall technology to ensure Customer Data to the extent they contain any Customer's Personal Data is disclosed safely only to Customer and Customer's Authorised Users. Each party shall use appropriate and commercially reasonable

security precautions in connection with its use of the Services.

8.3. Customer acknowledges that the Internet is an open system and Dashboard cannot and does not warrant or guarantee third parties cannot or will not intercept or modify Customer Data.

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

9.1. The Customer and Dashboard agree and acknowledge that Dashboard may collect, analyse and use certain information about the Customer and/or Authorised Users. This includes data related to the Software and Services collected across all accounts e.g. total number of users, total pay statistics, traffic logs, server load, access permissions, sequence data and any other Service meta-data, collectively referred to as “**Usage Data**”. Dashboard may use Usage Data to improve and enhance the Software and Services as well as for development, diagnostic and corrective purposes in connection with the Services and Software and other Dashboard offerings. If the Customer is deemed to have ownership rights in the Usage Data, Customer will grant to Dashboard a fully paid-up, non-exclusive, royalty-free, licence in perpetuity to use Usage Data for the purpose of carrying out general analysis and improve the Software, Services and Dashboard’s offerings as stipulated herein.

9.2. With respect to the Usage Data processed and retained by Dashboard Dashboard is the Controller.

9.3. With regard to this type of processing, Dashboard will comply with all obligations applicable to a Controller under the Data Protection Legislation and with the applicable provisions of the Privacy Policy.

9.4. The Customer and Dashboard further agree and acknowledge that with respect to the Personal Data processed on behalf of the Customer that is provided by the Customer or collected on behalf of the Customer for use in connection with the Software or the Services, Dashboard is the Processor and Customer is the Controller.

9.5. With regard to this type of processing:

- i. Customer will comply with all obligations applicable to a Controller under Data Protection Legislation and will ensure that Dashboard is lawfully permitted to process any Personal Data, including any Special Category Data and/or Criminal Offence Data under or in connection with this Agreement.
- ii. Dashboard will process the Personal Data of the Data Subjects on behalf of the Customer only to the extent, and in such a manner, as is necessary to provide the Services and in compliance with Data Protection Legislation. The Personal Data processed by Dashboard is determined by the needs of the Customer and typically includes but is not limited to the following categories of Personal Data:
 - a) Personal details position and employment details
 - b) Skills and experience
 - c) System access/ usage/ authorisation
 - d) Passport information
 - e) Rating/ quality score data
 - f) Criminal offences, convictions or judgments
 - g) Student identification number
 - h) Higher education and course details
 - i) Hourly pay rates
 - j) Any other data held in the system by the Customer or the Authorised User
- iii. Dashboard will process Personal Data only under the instructions of the Customer and in accordance with any approved privacy notice and will comply promptly with any Customer written instructions requiring Dashboard to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing. Customer acknowledges that Dashboard will not be responsible for any corruption, loss, destruction, alteration, or disclosure of Personal Data to the extent that it is caused by Customer or any of its Affiliates or

caused by Dashboard acting in accordance with Customer's instructions.

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v. Dashboard will maintain reasonable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data while such data is under Dashboard's care, custody, or control

vi. Dashboard will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator.

vii. Dashboard will provide reasonable assistance to the Customer to allow compliance with Data Subjects rights under the Data Protection Legislation.

viii. Dashboard will promptly notify the Customer if it becomes aware of any Personal Data breach and shall provide full details of the breach and any actions taken to mitigate it.

ix. Dashboard will promptly notify the Customer of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Dashboard's performance of this Agreement.

x. Dashboard will maintain adequate records of all processing activities and shall, upon request by the Customer, provide the Customer with all information reasonably necessary to demonstrate its compliance with its obligations under Data Protection Legislation. Any and all information provided by Dashboard under this clause shall be treated as Confidential Information and used solely for the purpose of verifying compliance with Data Protection Legislation.

xi. Dashboard will ensure that all of its employees involved in the processing:

a) are informed of the confidential nature of the Personal Data and are bound by

written confidentiality obligations and use restrictions in respect of the Personal Data;

b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and

c) are aware both of Dashboard's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

xii. Where Dashboard uses sub-processors to deliver the Services, Dashboard shall ensure that a written agreement is in place with equivalent data protection safeguards and will remain liable for any acts or omissions of the sub-processor. A list of the then current sub-processors is available from time to time on request. Dashboard will not transfer any Personal Data outside of the UK or the European Economic Area without the Customer's prior written consent and without ensuring adequate safeguards in accordance with Data Protection Legislation for such transfer.

10. AUTHORISED USERS

10.1. Customer shall be solely responsible for ensuring that all individuals with access to the Software or use of the Services are Authorised Users including, but not limited to (a) ensuring that no User Subscription is used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software, Services and/or Documentation (b) maintaining a written, up to date list of current Authorised Users and provide such list to Dashboard within 5 Business Days of Dashboard's written request at any time or times; (c) ensuring that all persons to whom Customer grants access have Customer corporate e-mail addresses and individual end user profiles that comply with applicable security and confidentiality policies of Customer; (d) issuing passwords to Authorised Users to enable their access to the Software and ensuring the integrity,

confidentiality, and security of the passwords after their issuance; (e) implementing any changes to Authorised Users' profiles and access rights commensurate with such Authorised Users' level of authority to utilise the Services; and (f) ensuring all Authorised Users comply with the terms and conditions of this Agreement.

- 10.2. If Customer suspects any unauthorised use of Authorised Users' passwords or accounts or any other possible security breach with respect to the Services, Customer shall immediately notify Dashboard via email to: [support@dashboardtechnology.co.uk].

11. CHARGES AND PAYMENT

- 11.1. The Customer shall pay for the Services and Software the Charges set out in the Front Sheet in line with the number of User Subscriptions and in accordance with the terms of the Agreement. The Customer shall also pay for the Implementation Services, if applicable, the Implementation Fees set out in the Front Sheet, in accordance with the terms of the Agreement.

- 11.2. Unless otherwise specified in the Front Sheet: (a) all Charges are due and payable annually in advance in pounds sterling; (b) payment terms shall be thirty (30) days from invoice date; (c) following the Initial Term and at the commencement of each renewal period, Dashboard, by providing (30) days' notice to Customer may increase Charges the greater of five percent (5%) or in line with any increase in the Retail Price Index (RPI) as published by the UK Office for National Statistics, plus 2%. ; (d) all Charges are non-cancellable and non-refundable.

- 11.3. Dashboard reserves the right to charge Customer interest at the rate set out in the Front Sheet or the maximum rate permitted by law (whichever is lower), of the outstanding balance per month, on any Charges and/or Implementation Fees, if applicable, not received within [30] days of the date such payment was due.

- 11.4. Customer will be responsible for payment of all sales, use, property, value-added, withholding, or other applicable taxes except for

taxes based solely on Dashboard's income, property or personnel. Customer will not setoff any portion of the Charges or other amounts invoice and shall pay all invoiced amounts in full.

- 11.5. In the event payment in full of Charges is not received by Dashboard in accordance with invoice due dates, Dashboard may in its sole discretion and after giving [30] Business Days prior written notice to Customer to cure within such period, suspend any or all of its obligations to Customer including Customer's access to the Services and Software without liability. Dashboard may also suspend access to the Services on reasonable written notice in the event that Customer has failed to comply with a written instruction from Dashboard related to the security of the Services and Software or has breached any of the restrictions set out in section 6

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Customer acknowledges and agrees that Dashboard owns and shall retain all right, title and interest in and to the Intellectual Property Rights in the Services, Documentation and Software including without limitation all (i) source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries and inventions, and (ii) any modifications, improvements or derivative works thereof and all works of authorship created, invented, reduced to practice, authored, developed, or delivered by Dashboard or any third party, either solely or jointly with others, arising from this Agreement or any amendment to it ("Dashboard Intellectual Property")

- 12.2. No exclusive rights are granted by this Agreement over the Services, Software and/or Documentation. All rights or licences not expressly granted to Customer herein are reserved to Dashboard. Dashboard reserves the right, in its sole discretion and with prior written notice to Customer, to improve, modify, discontinue, add, adapt, or otherwise change Dashboard's policies or procedures or the Services (so long as the material functionality of the Services remains unaffected).

13. REPRESENTATION AND WARRANTIES.

13.1. Dashboard represents and warrants that (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder, and to operate and provide the Services in accordance with this Agreement; (ii) to its knowledge, the Services do not infringe the intellectual property rights of any third party; and (iv) Dashboard will comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

13.2. Customer represents and warrants that (i) it has and shall maintain all necessary rights, licences, permissions, authorisations, data transfer agreements, consents and approvals required to perform its obligations hereunder and to ensure Dashboard can perform its obligations hereunder, including without limitation the performance of the Services in an authorised and legal manner; (ii) Customer's obligations are not in conflict with any other Customer obligations or agreement (in writing or otherwise) with any third party; (iii) provision and use of the Customer Data, whether such data is provided by Customer or third-party provider, will not violate the rights of any third-party; and (iv) will comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

13.3. Except as expressly provided in this section 13, the Services are made available on an 'As Is' basis and Dashboard makes no express or implied warranties with respect to the Services, or any other matter, including without limitation, any implied warranties of merchantability, title, infringement, quality or fitness for a particular purpose. Dashboard does not warrant that all errors can or will be corrected, that the Services will operate without error, or that the quality of any information or other material obtained by Customer through the Services will meet Customer's requirements or expectations. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Dashboard is not responsible for any delays, delivery failures or other damages resulting from such problems. The Services might also be based in part on Open-Source Software and may not be

free from viruses or anything or device which may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network or adversely affect the user experience. Dashboard does not warrant that the Services will be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the documentation or herein.

14. LIMITATION OF LIABILITY

14.1. The parties agree that each party's respective liability (under any theory including breach of contract, negligence, strict liability, or otherwise) for any damages related to this Agreement shall be for direct damages incurred and shall not extend to:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) depletion of goodwill or similar losses;
- e) loss of anticipated savings;
- f) loss of goods;
- g) loss of use;
- h) loss or corruption of software, data or information; or
- i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.2. Nothing in this Agreement excludes the liability of either Party for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

14.3. Subject always to the rest of the provisions of this section 14, Dashboard's total aggregate liability (under any theory including breach of contract, negligence, strict liability or otherwise) shall in all circumstances be limited to the Charges actually paid by the Customer in the twelve (12) months preceding the date on which the claim arose, unless provided otherwise in the Front Sheet.

14.4. Dashboard will not be liable to Customer for any claim, damage or defect arising from, caused by or based upon (i) any alteration or modification of the Services by

Customer; or (ii) the compilation of Customer Data and submission to Customer to the extent such compilation and submission are conducted strictly in accordance with Customer's instructions and the terms hereof; or (iii) errors or omissions in any Customer Data or other information or instructions provided to Dashboard by Customer in connection with the Services; or (iv) any actions taken by Dashboard at Customer's direction; or (v) except with respect to Dashboard's obligation to maintain at all times during the term of this Agreement all of the rights necessary to provide the Services and perform all of its obligations hereunder, any other cause beyond the control of Dashboard or its Affiliates. Except as expressly and specifically provided in this Agreement, Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by Customer, and for conclusions drawn from such use.

15. INDEMNITY.

15.1. Dashboard agrees to defend, indemnify, and hold harmless Customer, and its directors, officers, employees, and agents from and against any and all successful third-party claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of (i) the Services provided to Customer under this Agreement infringing or violating any valid UK patents, copyrights, or misappropriating any trade secret (ii) any Dashboard logo or trademark displayed on the Dashboard Software or Services infringing any third-party trademark.

15.2. In no event shall Dashboard, Dashboard Affiliates, their respective employees, agents and subcontractors be liable to Customer under section 15.1 to the extent that the infringement is based on; (A) an alteration or modification of the Services by anyone outside Dashboard's control; or (B) Customer's or an Authorised User's use of the Services in a manner contrary to any provision of this Agreement and/or the instructions given to Customer by Dashboard; or (C) Customer's use of the Services after notice of the alleged or actual infringement from Dashboard or any appropriate authority; or (D) use of the Services by Customer or an Authorised User pursuant to this Agreement in

combination with any software or service not provided, authorised, or approved by or on behalf of Dashboard; or (E) violation of any applicable law by Customer or any of its Authorised Users.

15.3. Customer agrees to defend, indemnify, and hold harmless Dashboard, Dashboard Affiliates, and each of their respective Representatives from and against any and all claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of or in connection with the following (a) that any Customer Data is unlawful or actually does or threatens to infringe or misappropriate any Intellectual Property Rights or other rights of any third party, provided however, that Customer shall have no liability or obligation with respect to any claim, demand and liability to the extent that such claim, demand and liability arise out of or result from any unauthorised access to, disclosure, or other use of Customer Data, by or on behalf of Dashboard; or (b) any use of the Services, Software and/or Documentation by Customer or any Authorised User that is beyond the scope of or otherwise fails to conform to the express requirements or restrictions of this Agreement or any authorisation or approval given in writing by Dashboard to Customer or such Authorised User.

15.4. All indemnification obligations under this section 15 shall be subject to the following requirements: (i) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (ii) the indemnified party shall permit the indemnifying party to assume and control the defence of any action, provided that the indemnified party may, at its own expense, participate in its defence of any claim; (iii) the indemnified party shall not enter into any settlement or compromise of any claim without the indemnifying party's prior written consent; (iv) and the indemnified party must comply with its general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

16. TERMINATION

16.1. Either party may terminate this Agreement and the rights granted herein if the

other party breaches any of the material provisions of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice thereof. Termination of this Agreement does not constitute either party's exclusive remedy for material breach or non-performance by the other party and, subject to the other provisions of this Agreement each party is entitled to seek all other available remedies, both legal and equitable, including injunctive relief.

16.2. Either party may terminate this Agreement immediately by written notice if the other party becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, administrator or liquidator or admits in writing its inability to pay its debts as they become due.

16.3. Upon expiry or termination of this Agreement (i) all rights and licenses granted to Customer under this Agreement shall immediately terminate; (ii) Dashboard shall terminate Customer's access to the Services and Software provided under this Agreement; (iii) Customer shall immediately cease use of such Services in any manner whatsoever, and return all copies of Documentation and other related materials to DASHBOARD; (iv) Termination of this Agreement will not relieve a Party of any outstanding payments due or liabilities arising under this Agreement prior to termination.

16.4. Upon expiry or termination of this Agreement Dashboard may destroy or otherwise dispose of any of the Customer Data in its possession unless Dashboard receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Dashboard shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Dashboard Limited in returning or disposing of the Customer Data;

16.5. Customer may not assert any cause of action against Dashboard more than two (2) years from the expiry or termination of the Agreement.

16.6. Survival. The terms of this Agreement expressly stated to survive or that one would reasonably expect to survive termination of this Agreement shall survive its termination.

17. GENERAL.

a. Entire Agreement. This Agreement, including the exhibits, attachments, and schedules attached hereto, if any, represents the entire understanding and agreement between the parties, and supersedes any and all previous agreements, discussions and communications between the parties relating to its subject matter. No employee or agent of is authorised to make any additional representations or warranties related to the Services provided hereunder. Any subsequent amendments and/or additions hereto are effective only if in writing and signed by both parties.

b. Conflicting Terms. This Agreement does not operate as an acceptance of any conflicting or additional terms and conditions and will prevail over any conflicting or additional provision of any purchase order or any other instrument of Customer, it being understood that any purchase order issued by Customer will be for Customer's convenience only.

c. Assignment. The Customer shall not, without the prior written consent of Dashboard, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Dashboard may on notice at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, with the prior permission of the customer, such permission not to be unreasonably withheld.

d. Governing Law. This Agreement is to be interpreted in accordance with the laws of England & Wales without regard to its conflicts of laws. In relation to any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings"), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

- e. **Headings.** Headings of paragraphs in this Agreement are inserted for convenience only, and are in no way intended to limit or define the scope and/or interpretation of this Agreement.
- f. **Waiver.** The failure of Dashboard at any time to require performance by Customer of any provision hereof is not to affect in any way the full rights of Dashboard to require such performance at any time thereafter, nor is the waiver by Dashboard of a breach of any provision hereof to be taken or held to be a waiver of the provision itself or any future breach. No waiver shall be effective unless made in writing.
- g. **Independent Contractors.** The parties hereto are Dashboard independent contractors, and nothing in this Agreement is to be construed to create a partnership, joint venture, or agency relationship between Dashboard and Customer.
- h. **Severability.** If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions are not to be affected thereby.
- i. **Notices.** Any notice given pursuant to this Agreement is to be in writing and is to be given by personal service, including nationally recognised overnight courier, or by registered or certified first class mail, return receipt requested, postage prepaid to the addresses set forth on the Front Sheet, or as changed through written notice to the other party. Notice given by personal service is to be deemed effective on the date it is delivered to the addressee, and notice mailed via post is to be deemed effective on the fifth (5th) business day following its placement in the mail addressed to the addressee. Legal notices to Dashboard and Customer shall be sent to the parties as set forth on the Front Sheet.
- j. **Use of Subcontractors.** Dashboard may, in its sole discretion, subcontract its obligations under this Agreement to a Dashboard -authorised agent so long as such agent provides services substantially similar to those contracted for under this Agreement.
- k. **Publicity.** Upon execution of this Agreement, Dashboard shall be permitted to issue a mutually agreed upon press release concerning the Services provided hereunder to Customer. Additionally, Dashboard shall be permitted with the prior approval of the Customer, to use the Customer name and logo in its marketing and promotional materials and on its website from time to time and provide such case studies, testimonials, information and references as Dashboard may require from time to time and permit Dashboard to publicise them at its discretion.
- l. **Force Majeure.** No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement to the extent that such failure or delay is due to any cause or circumstance reasonably beyond the control of such party including, without limitation, acts of God (including epidemics and pandemics), fire, flood, storms, earthquake, strike or other labor dispute, acts of terrorism, government requirement, or civil or military authority. The party affected by such an event shall promptly notify the other party in writing. The party so affected shall take reasonable steps to resume performance with the least possible delay.
- m. **Non-Solicitation of Employees.** During the term of this Agreement and for 1 year after its termination (for any reason), the Customer shall not, and shall procure that no firm or company associated with the Customer shall, offer employment to any of the Dashboard consultants or employees concerned with any Service engagement for the Customer during the previous 12 months unless the Customer pays to Dashboard by way of pre-agreed compensation an amount equal to the annual salary of the consultant or employee concerned, current on the date on which that consultant or employee ceases to work for Dashboard and payable on that date.
- n. **Execution in Counterparts and by Facsimile.** The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Agreement may be executed and delivered by facsimile or exchange of .pdf signatures and the parties agree that such execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

Exhibit A- SERVICE LEVEL AGREEMENT (SLA)

Overview

This Service Level Agreement (SLA) outlines the performance metrics, availability expectations and support response times for Services provided by Dashboard.

Service Availability

Dashboard will use commercially reasonable efforts to maintain an uptime of 99.9% during each calendar month (the “Uptime Percentage Levels”).

- This uptime excludes scheduled maintenance, emergency maintenance and events beyond the control of Dashboard (e.g. force majeure events).
- Dashboard will provide at least 24-hour advance notice for any scheduled maintenance.

Service Level Credits

If Dashboard does not meet the Uptime Percentage Levels specified above, except for Force Majeure events, Customer will be entitled, upon written request, to a service level credit (“Service Level Credits”) to be calculated, as follows:

- If Uptime Percentage is at least 99.95%, no Service Level Credits will be provided;
- If Uptime Percentage is 99.75% to 99.94% (inclusive), Customer will be eligible for a credit of [5% of that month's fees];
- If Uptime Percentage is 99.50% to 99.74% (inclusive), Customer will be eligible for a credit of [10% of that month's fees];
- If Uptime Percentage is less than 99.50%, Customer will be eligible for a credit of [20% of that month's fees];

Customer shall only be eligible to request Service Level Credits if Customer notifies Dashboard in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Dashboard's system records. In the event after such notification Dashboard determines that Service Level Credits are not due, or that different Service Level Credits are due, Dashboard shall notify Customer of that finding and parties will engage into good faith discussions to investigate this further. With respect to Service Level Credits due, these will be applied to the next invoice following Customer's request and Dashboard's confirmation of available credits.

Service Level Credits will be the sole and exclusive remedy for any breaches of the Service Level Agreement (SLA). By accepting these credits, the Customer acknowledges that they waive any right to

further claims or damages related to the SLA breach.

Help desk support

The help desk will be available from 9:00 AM to 5:00 PM (local time) each Business Day (“the Hours of Operation”).

Response and resolution times

Dashboard will generally use commercially reasonable efforts to acknowledge customer enquiries within 1 hour during Hours of Operation and respond to each incident promptly.