Dash Terms and Conditions

The parties to the Agreement are: (i) Dash for Brands Ltd, a company incorporated in England and Wales (registration number 16638524) having its registered office at 9th Floor, Tower Point, 44 North Road, Brighton, East Sussex, BN1 1YR, UK ("we", "us" and "our"); and (ii) the person (natural or legal) who is specified as our customer in the Services Order Form ("you", "your" and "yours").

1 Definitions

1.1 In the Agreement:

"**Admin Account**" means an administrator account on the Platform enabling you to create user accounts and configure aspects of the Platform Services;

"**Agreement**" means the agreement between the parties for the provision of the Platform Services, incorporating the Services Order Form, these Terms and Conditions and the Personal Data Transfer Clauses (where applicable), the EU Data Act Addendum (where applicable), and any amendments to the Agreement from time to time;

"**AI Features**" means those elements of the Platform Services that use or incorporate machine learning or other artificial intelligence systems, including:

a) the image search, image classification and automated tagging features; and

b) other features that we describe as AI-enabled or AI-powered,

as we update them from time to time;

"**AI Inputs**" means all images, metadata, search queries, text, files and other content and data that you or your users submit, upload or make available to the AI Features;

"**AI Outputs**" means the tags, labels, classifications, search results, rankings, similarity scores and other results that the AI Features generate in response to AI Inputs;

"**Annual Plan**" means a plan under which the parties have agreed, in the Services Order Form, that the Agreement will continue for recurring, consecutive annual periods;

"**Billing Period**" means the billing period specified in the Services Order Form (or if no period is specified, a period of 1 month) following:

a) where there is no Free Trial, the Effective Date;

b) where there is a Free Trial, the end of that Free Trial; and

c) in any case, the end of a preceding Billing Period;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means between 09:00 and 17:00 London time on a Business Day;

"**Charges**" means the amounts payable by you to us under or in relation to the Agreement, as specified on our website on the Effective Date, set out in these Terms and Conditions, agreed in the Services Order Form, or otherwise agreed by the parties in writing (subject to variations in accordance with the Agreement);

"**Client Data**" means all digital assets, files, works and materials uploaded to, stored on, processed using or transmitted via the Platform by you or on your behalf, including the AI Inputs but excluding the AI Outputs;

"**Client Personal Data**" means any Personal Data that we process on your behalf under the Agreement, as detailed in Clause 14;

"**Confidential Information**" means, in respect of a party, any information disclosed by that party to the other party during the Term that at the time of disclosure is marked as confidential, is described as confidential by the disclosing party, or should have been understood as confidential by the recipient party (acting reasonably); providing that the Client Data shall be your Confidential Information and any third-party service provider contracts that we supply to you shall be our Confidential Information;

"**CSR Policy**" means our corporate social responsibility policy as available on our website at https://www.dash.app/csr-policy and as amended by us acting reasonably from time to time;

"**Dash Help Centre**" means the online help centre for the Platform and Platform Services available at https://help.dash.app and any replacement online help centre from time to time;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including the UK GDPR and the EU GDPR;

"**Defect**" means a critical issue or major issue (as defined in the SLA) in the Platform Services;

"**Effective Date**" means the date of execution of the Agreement (or such alternative date as we may agree with you in writing);

"**EU Data Act Addendum**" means the addendum available at https://signup.dash.app/resources/legal/eu_data_act_addendum-v2.pdf, as it may be updated from time to time in accordance with Clause 22.3;

"**EU GDPR**" means the Regulation (EU) 2016/679, as amended, superseded or replaced from time to time;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (which may include failures of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Free Trial**" means a 14-day period (or such other period as may be agreed by the parties in writing) during which you can use the Platform Services without incurring Charges;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and these intellectual property rights include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing-off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"**Models**" means the custom and third-party machine learning models, algorithms, weights, parameters and related software, systems and services that we use to provide the AI Features, together with all improvements, modifications and derivatives of them;

"**Paid Plan**" means any paid subscription to the Platform Services, the Charges and resource limitations for which shall be as specified in the Services Order Form or, if not specified there, as set out on our website on the date of your order (subject to variations in accordance with the Agreement);

"**Permitted Purposes**" means the purposes of uploading, tagging, organising, storing, searching, manipulating, accessing, sharing and downloading digital files;

"**Personal Data**" means data that constitutes personal data under any of the Data Protection Laws;

"**Personal Data Transfer Clauses**" means the personal data transfer clauses set out at https://signup.dash.app/resources/legal/personal_data_transfer_clauses-v1.pdf (where applicable);

"**Platform**" means the hardware, system software, server software, database software and application software that we use to provide the Platform Services;

"**Platform Services**" means the *Dash* functionality on the Platform, enabling you to upload, tag, organise, store, search, manipulate, access, share and download digital files, including the AI Features;

"**Renewal Date**" means:

a) if you have an Annual Plan, each anniversary of the Effective Date; and

b) if you do not have an Annual Plan, the date in each calendar month having the same number as the Effective Date, or if there is no such numbered date then the last day of the relevant calendar month (for example, if the Effective Date is 31 January, then Renewal Dates may include 28/29 February, 31 March and 30 April);

"**Services**" means all the services provided or to be provided by us to you under the Agreement, including the Platform Services and the Support Services;

"**Services Order Form**" means:

a) the order form or document setting out the particulars of the Agreement that is signed or otherwise agreed by or on behalf of each party; or

b) the online order form(s) that we make available to you, and that you agree to in the course of signing up for a Free Trial account and/or upgrading from a Free Trial;

"**SLA**" means the service level agreement set out in Annex 1 to these Terms and Conditions;

"**Support Services**" means:

a) assistance in relation to the use of the Platform Services;

b) the identification and resolution of defects in the Platform Services; and

c) general maintenance of the Platform;

"**Term**" means the term of the Agreement specified in Clause 2;

"**Terms and Conditions**" means these terms and conditions, including any variations from time to time in accordance with Clause 22.3;

"**Third-Party Services**" means any hosted or cloud service owned and operated by a third party that may transmit data to and/or from the Platform Services under a contract or arrangement between you and the relevant third party;

"**UK GDPR**" means the EU GDPR as incorporated into UK law, as amended, superseded or replaced from time to time; and

"**Upgrades**" means new versions of, and updates to, the Platform Services, whether for the purpose of fixing an error, bug or other issue or enhancing the functionality of the Platform Services.

2 Term

2.1 The Agreement will come into force on the Effective Date.

2.2 At the end of each Billing Period, the Term will automatically renew for a further Billing Period of the same duration, unless and until the Agreement is terminated in accordance with its express provisions.

3 Free Trials

3.1 During the Free Trial, all the provisions of the Agreement shall apply, save that during the Free Trial the SLA will not apply, and you will have no obligation to pay any Charges with respect to the use of the Platform Services or the provision of the Support Services.

3.2 At the end of the Free Trial, you will cease to have access to the Platform Services and Support Services, unless you upgrade to a Paid Plan.

3.3 If you do not upgrade to a Paid Plan within the period of 3 months following the end of the Free Trial, the Agreement will automatically terminate (and your Client Data may be deleted in accordance with Clauses 14.12 and 19.4).

4 Paid Plans

4.1 You may order a Paid Plan at any time during a Free Trial, using the Platform interface or by contacting us via email.

4.2 If you have an active Paid Plan which is not an Annual Plan, you may order a different Paid Plan at any time using the Platform interface or by contacting us via email; and if you have a Paid

Plan which is an Annual Plan, you may order an upgrade to that Paid Plan at any time by contacting us via email.

4.3 If you upgrade an existing Paid Plan, then the upgrade will take effect immediately upon or promptly following our receipt of your order, and we will invoice you for the Charges due with respect to the upgraded Paid Plan for the unelapsed period of the prior Paid Plan on a pro rata basis. The invoice may be issued at any time following the upgrade.

4.4 If you downgrade your Paid Plan, the downgrade will take effect at the end of the then-current Billing Period of your prior Paid Plan.

5 Platform Services

5.1 We shall enable you to access the Platform Services upon the Effective Date, or such subsequent date as we may have agreed in writing.

5.2 Subject to Clauses 5.4 to 5.6, we hereby grant to you a non-exclusive licence to use the Platform Services on the Platform during the Term for the Permitted Purposes via:

a) any supported web browser; and

b) the API for the Platform Services.

5.3 You may permit your own customers, companies in your group, and customers of companies in your group to use the Platform Services on the Platform for the Permitted Purposes via any supported web browser, whether on a free or paid basis, providing that you shall be responsible for such persons' use of the Platform Services and that all the other limitations and prohibitions relating to your use of the Platform Services shall apply to such persons' use.

5.4 Your use of the Platform Services must not exceed the storage resource limitations specified in the Services Order Form and/or on our website in relation to your Free Trial or Paid Plan. We may use technical measures to enforce those limitations.

5.5 Your use of Platform Services bandwidth must not be excessive. For the purposes of this Clause 5.5, use of Platform Services bandwidth will be excessive if it exceeds, at any time, 150 gigabytes (GB) per day. If your use is excessive, we may give you written notice of this. We may use technical measures to ensure that the usage of non-storage resources is not excessive.

5.6 Except to the extent mandated by applicable law or expressly permitted in the Agreement or in any reseller agreement between us and you, the licence granted under Clause 5.2 is subject to the following prohibitions:

a) you must not frame or otherwise republish or redistribute the Platform or Platform Services;

b) you must not modify or alter, or attempt to modify or alter, the Platform or Platform Services; and

c) you must not hack or attempt to gain unauthorised access to any part of the Platform or Platform Services.

5.7 All Intellectual Property Rights in the Platform and Platform Services shall, as between the parties, be our exclusive property.

5.8 You must ensure that no unauthorised person accesses the Platform or Platform Services using any Admin Account or your API access credentials.

5.9 We shall use reasonable endeavours to ensure that the Platform Services are available 99.9% of the time during each calendar month, subject to downtime for scheduled maintenance under Clause 7. Platform Services uptime shall be measured and calculated by us using any reasonable methodology and reported to you promptly following our receipt of a written request from you.

5.10 For the avoidance of doubt, you have no right to access the object code or source code of the Platform or Platform Services, either during or after the Term.

5.11 Each user account issued on or from the Platform Services shall be used solely by the user who received the invite and whose name and email address are associated with that account. User accounts must not be shared without our specific prior agreement.

6 AI Features

6.1 You acknowledge that:

a) the AI Features operate by automated, probabilistic methods and do not reach any deterministic conclusions regarding the content, meaning, provenance or quality of any AI Input;

b) AI Outputs may be incomplete, inaccurate, inconsistent between uses or unsuitable for your purposes; and

c) the same AI Input may produce different AI Outputs at different times.

6.2 During the Term you may use the AI Outputs, in association with the AI Inputs to which they relate, as part of your use of the Platform Services.

6.3 Upon termination of the Agreement, we will deal with the AI Outputs in accordance with Clause 19 (as if the AI Outputs were Client Data).

6.4 You must not, and must not permit any third party to:

a) use the AI Features or AI Outputs to develop, train, benchmark or improve any machine learning model or any competing product or service; or

b) attempt to extract, reconstruct, reverse engineer or infer the Models, their training data, weights or parameters, or systematically extract AI Outputs for that purpose.

6.5 You must not use the AI Features in any manner that breaches applicable law, or as the sole basis for any decision that produces legal or similarly significant effects concerning an individual.

6.6 The AI Features are designed to describe the visual content of images and to retrieve images by visual similarity and are not designed or intended to identify any specific individual or to infer any specific individual's age, sex, racial or ethnic origin, health, religion, political opinions or special category data. Accordingly, you must not use the AI Features to identify specific individuals by their biometric or physical characteristics, to categorise individuals by reference to such characteristics, to infer emotions or intentions, or to create or expand any database of facial images or other biometric data.

6.7 Where Regulation (EU) 2024/1689 or any other law regulating artificial intelligence applies to your use of the AI Features, you are responsible for your own compliance obligations as the deployer of the AI Features under your own authority, and we will provide such information about the AI Features as that law requires us to provide to you.

6.8 Notwithstanding Clause 15.2 or any other provision of the Agreement, we give no warranty, representation or undertaking, express or implied, that any AI Outputs will be accurate, complete, current, reliable, consistent, free from bias or fit for any particular purpose, or that the AI Features will identify, tag, exclude or retrieve any particular image or category of image. All conditions, warranties and terms implied by statute or common law in respect of the AI

Features and AI Outputs (including as to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.

6.9 You are solely responsible for reviewing and verifying AI Outputs before relying on them, for exercising appropriate human oversight of your use of the AI Features, and for any decision, action or omission you take in reliance on AI Outputs.

6.10 No AI Output constitutes confirmation by us that any image is lawful, licensed, authentic, safe, compliant with any policy or standard, or free of any particular content, and Clause 15.2 must be read subject to this Clause 6.10.

6.11 Without prejudice to Clause 17, we will have no liability to you for any loss, damage, claim or expense arising from or in connection with any inaccuracy, omission or unreliability in any AI Output, any failure of the AI Features to detect, tag or retrieve any content (including content that is unlawful, infringing, offensive or otherwise objectionable), or your reliance on any AI Output.

6.12 You will comply with any usage restrictions applicable to Models that we notify to you in writing from time to time, and we will not be liable for any unavailability, change or discontinuation of a Model beyond using reasonable endeavours to replace it.

6.13 You will promptly notify us if you become aware of any serious incident or malfunction of the AI Features, including any incident in which the AI Features have caused, or may have caused, harm to an individual or a breach of applicable law.

7 Support Services and additional Services

7.1 We will provide Support Services to you in accordance with the SLA.

7.2 You acknowledge that from time to time we may apply Upgrades to the Platform Services.

7.3 We may suspend or limit access to the Platform Services at any time in order to carry out scheduled maintenance to the Platform Services and/or Platform. We will give no less than 48 hours' notice of scheduled maintenance and endeavour to minimise disruption to the Platform Services.

7.4 Platform Services downtime during any scheduled maintenance shall not be counted as downtime for the purposes of Clause 5.9.

7.5 Upgrades may result in changes to the appearance and/or functionality of the Platform Services, including the AI Features. We will give you advance written notice of the deprecation or removal of any major functionality by an Upgrade.

7.6 We may from time to time agree with you that we will provide consultancy, training or other additional Services to you. Unless we agree otherwise in writing, all such additional Services will be provided under and subject to the Agreement and will be subject to additional Charges at our standard time and materials rates.

8 Your Obligations

8.1 Save to the extent that we have agreed otherwise in writing, you must provide to us, or procure for us, such:

a) co-operation, support and advice; and

b) information and documentation,

as are reasonably necessary to enable us to perform our obligations under the Agreement.

8.2 You must provide to us, or procure for us, such access to your computer hardware, software, networks and systems as may be reasonably required by us to enable us to perform our obligations under the Agreement.

9 Client Data

9.1 We will perform a backup of Client Data once per day for the purposes of service restoration only. Backups will be retained for this purpose for a period of 30 days.

9.2 All the Intellectual Property Rights in Client Data will remain your property and the property of your licensors, subject to Clause 9.3.

9.3 You grant to us a non-exclusive licence to store, copy and otherwise use Client Data on and in relation to the Platform for the purposes of operating the Platform, providing the Services including the AI Features, fulfilling our obligations under the Agreement and exercising our rights under the Agreement. These rights include the right to fine-tune and/or train Models, providing that Models that have been trained or fine-tuned using the Client Data will be used only for providing the Services to you. These rights may be sub-licensed to our third-party services providers (including hosting infrastructure providers and Model providers) for these

purposes. The exercise of our rights under this licence is subject to our obligations under and referred to in Clause 14 in respect of Personal Data.

9.4 You warrant to us that Client Data, and its use by us in accordance with the terms of the Agreement, will not:

a) breach any laws, statutes, regulations or legally binding codes;

b) infringe any person's Intellectual Property Rights or other legal rights; or

c) give rise to any cause of action against us or any of our services providers,

in each case in any jurisdiction and under any applicable law.

9.5 You further warrant to us that Client Data will conform with the CSR Policy and will not:

a) be obscene, indecent, graphic or pornographic, or include content containing violent, disturbing or explicit sexual imagery or language, or that encourages, sensationalises, promotes, glorifies and/or celebrates sex for entertainment purposes;

b) depict violence, self-harm or suicide in graphic way, or encourage, sensationalise, promote, glorify and/or celebrate violence against and/or harm to humans or animals, or self-harm or suicide;

c) encourage, sensationalise, promote, glorify and/or celebrate extremist politics or terrorism;

d) constitute an incitement to commit a crime or instructions for the commission of a crime, or encourage, sensationalise, promote, glorify and/or celebrate crime or criminal activity;

e) be fraudulent, or liable for use for fraudulent purposes or to cause harm through deception; or

f) be hateful or discriminatory on grounds of age, disability, gender reassignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex, sexual orientation or any other legally protected characteristic.

9.6 If we reasonably suspect or consider that there has been a breach by you of the provisions of Clauses 5, 6, 9.4 or 9.5, or where necessary to ensure that we comply with applicable law, we may:

a) delete or amend the relevant elements of Client Data; and/or

b) limit or suspend any or all the Services and/or your access to the Platform while we investigate the matter,

providing that we will give you advance notification of any such action if that notification does not prejudice our legal position.

9.7 Any breach by you of Clause 5, 6, 9.4 or 9.5 will be deemed to be a material breach of the Agreement for the purposes of Clause 18.

10 Integrations with Third-Party Services

10.1 The supply of Third-Party Services shall be under a separate contract or arrangement between you and the relevant third party. We do not contract to supply the Third-Party Services and are not a party to any contract for, or otherwise responsible in respect of, the provision of any Third-Party Services.

10.2 The use of some features of the Platform Services may depend upon you enabling and agreeing to integrations with Third-Party Services.

10.3 We may remove, suspend or limit any Third-Party Services integration at any time in our sole discretion.

10.4 You acknowledge that:

a) the integration of Third-Party Services may entail the transfer of Client Data to the provider of the relevant Third-Party Services; and

b) we have no control over, or responsibility in respect of, any disclosure, modification, deletion, export or other use of Client Data by any third party resulting from any integration with any Third-Party Services.

10.5 You warrant to us that the transfer of Client Data to a provider of Third-Party Services in accordance with this Clause 10 will not infringe any person's legal or contractual rights and will not put us in breach of any applicable laws (including the Data Protection Laws).

10.6 Save to the extent that the parties expressly agree otherwise in writing and subject to Clause 17.1:

a) we give no warranties or representations in respect of any Third-Party Services; and

b) we will not be liable to you in respect of any loss or damage that may be caused by any Third-Party Services or any provider of Third-Party Services.

11 Charges

11.1 You must pay the Charges to us in accordance with Clause 12.

11.2 If the average file size of assets in the Client Data exceeds 50MB and you are on one of our Paid Plans for which the Charges depend in whole or part on the number of assets stored, then:

a) we may by written notice to you request that you change to a different Paid Plan; and

b) if you do not agree to do so in writing within 14 days following the date of issue of our notice, the Agreement will automatically terminate at the next following Renewal Date.

11.3 All Charges and other amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by you to us.

11.4 We may vary the Charges (including any time-based charging rate) as follows:

a) if you have an Annual Plan, we may elect to vary any element of the Charges on and from any Renewal Date by giving to you not less than 90 days' prior written notice of the variation; and

b) if you do not have an Annual Plan, we may elect to vary any element of the Charges at any time by giving to you not less than 30 days' prior written notice of the variation.

11.5 If you are on one of our usage-based Paid Plans (including those Paid Plans for which the Charges depend in whole or part on the number or volume of assets you store, or your total downloads) and you exceed the applicable usage limits, we may vary the applicable Charges in accordance with the variation mechanisms outlined in the Dash Help Centre.

12 Payments

12.1 We will issue invoices on or around the start of each Billing Period; and, unless otherwise specified in the Services Order Form:

a) if you do not have a payment card on file, you must pay each invoice within 30 days following the date of issue of the relevant invoice; and

b) if you do have a payment card on file, you authorise us to take payment immediately following the issuing of each invoice; providing that if we attempt and fail to take any

payment, we will notify you in writing and you must pay to us the invoiced but uncollected amount within 7 days following the date of issue of such notice.

12.2 Charges must be paid by bank transfer or by such other means as we may authorise from time to time.

12.3 If more than one payment due under the Agreement is not received by us by the due date and you are signed up for quarterly or 6-monthly invoicing, we may by written notice to you move your invoicing frequency to annual and issue your next invoice on this basis.

12.4 If you do not pay any amount properly due to us under or in connection with the Agreement, we may:

a) charge you: (i) interest on the overdue amount and the administration fee (specified in (ii) below) at the rate of 8% per year above the Bank of England base rate from time to time (which interest will accrue daily and be compounded quarterly); and (ii) if we use the services of a debt collection agency to recover the payments due, an administration fee equal to 15% of the overdue amount; or

b) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

12.5 We may suspend the provision of any Services if any amounts due to be paid by you to us under the Agreement are overdue, and we have given you at least 5 Business Days' written notice of our intention to suspend Services on this basis.

13 Confidentiality

13.1 Each party must:

a) keep the other party's Confidential Information strictly confidential;

b) not disclose the other party's Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement;

c) use the same degree of care to protect the confidentiality of the other party's Confidential Information as it uses to protect its own Confidential Information of a similar nature, being at least a reasonable degree of care; and

d) act in good faith at all times in relation to the other party's Confidential Information.

13.2 Notwithstanding Clause 13.1, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

13.3 No obligations are imposed by this Clause 13 with respect to a party's Confidential Information if that Confidential Information:

a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;

b) is or becomes publicly known through no act or default of the other party; or

c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

13.4 The restrictions in this Clause 13 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

13.5 The provisions of this Clause 13 shall continue in force indefinitely following the termination of the Agreement.

14 Personal Data and the General Data Protection Regulation

14.1 The parties agree that:

a) the Client Personal Data to be processed under the Agreement may consist of: (i) names, email addresses and other account-related data; and (ii) any information comprised in digital assets and metadata that are processed by the Platform Services; and

b) the Client Personal Data shall relate to: (i) individuals holding accounts in the Platform Services; and (ii) other persons whose data is comprised in the digital assets and metadata processed by the Platform Services.

14.2 You warrant to us that:

a) all the Client Personal Data supplied by you to us shall fall within the categories specified in Clause 14.1;

b) the Client Personal Data has been and shall be collected in accordance with the Data Protection Laws; and

c) you have the legal right to disclose the Client Personal Data to us (and, where such disclosure is based upon consent, have retained evidence of such consent).

14.3 We warrant to you that:

a) we will act only on documented instructions from you in relation to the processing of the Client Personal Data (which instructions are set out in the Agreement and in any additional documents agreed by the parties) unless required to do so by applicable law (in which case we shall inform you of that legal requirement, unless such information is prohibited by applicable law on important grounds of public interest);

b) we will only process the Client Personal Data for the purposes of providing the Platform Services, performing our obligations under the Agreement and exercising our rights under the Agreement;

c) the processing of the Client Personal Data by us shall take place only during the Term, subject to the express derogations elsewhere in the Agreement;

d) we have in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of the Client Personal Data and against loss or corruption of the Client Personal Data, including those measures specified in our security policy as published on our website from time to time;

e) save to the extent caused by your failure to comply with Clause 14.2, we will process the Client Personal Data in compliance with the Data Protection Laws;

f) we shall not appoint or utilise any sub-processor of the Client Personal Data without your prior specific or general authorisation, and we will notify you at least 30 days in advance of any change of sub-processor with respect to any general authorisation by updating the list of sub-processors in the Dash Help Centre; if you have subscribed to our sub-processor email notification service, we will also notify you by email; and if you object to any such change, you may terminate the Agreement on at least 14 days' written notice to us expiring before the end of that 30-day period;

g) we shall ensure that each contract between us and any sub-processor of the Client Personal Data contains equivalent data protection obligations to those set out in the Agreement;

h) subject to applicable law, we will not transfer or permit the transfer of the Client Personal Data to any place outside the UK or EEA without your prior written consent; and

i) we shall maintain written records of all Client Personal Data processing activities in accordance with the requirements of the Data Protection Laws.

14.4 You hereby give to us the following general authorisations to appoint sub-processors with respect to the processing of the Client Personal Data:

a) authorisation to the appointment of any third-party hosting services providers;

b) authorisation to the appointment of any third-party connectivity and electronic communications services providers;

c) authorisation to the appointment of any data transfer services providers;

d) authorisation to the appointment of any document and file processing or transformation services providers; and

e) authorisation to the appointment of any professional services and development services providers.

Details of appointed sub-processors are set out in the Dash Help Centre. You acknowledge that some of our appointed sub-processors are multinational corporations with facilities in jurisdictions around the world, and hereby consent to the transfer of Client Personal Data outside the UK and EEA to or by sub-processors, providing that: (i) the principal database for the Platform Services shall be located within the UK or EEA, unless you expressly agree otherwise in writing; (ii) all such transfers shall be made only for the purpose of providing the Services to you; and (iii) all such transfers shall be protected by appropriate safeguards in accordance with the Data Protection Laws.

14.5 We shall notify you in accordance with the Data Protection Laws, using the contact details set out in the Agreement or any alternative breach notification contact details supplied by you, promptly and in any case within 24 hours of becoming aware of the issue, if:

a) any of the Client Personal Data is lost or destroyed, or becomes damaged, corrupted or unusable;

b) we receive any complaint or regulatory notice which relates to the processing of any of the Client Personal Data; or

c) we receive a request from a data subject for access to any of the Client Personal Data.

14.6 We shall co-operate with you in relation to:

a) any request from you to amend or delete any of the Client Personal Data;

b) any complaint or regulatory notification relating to the processing of any of the Client Personal Data;

c) any request from a data subject for access to any of the Client Personal Data or relating to the exercise of the data subject's legal rights in relation to the Client Personal Data; and

d) any measures taken by you that are reasonably necessary to ensure that you comply with your own obligations under Data Protection Laws,

in each case at your cost and expense.

14.7 We shall ensure that access to the Client Personal Data is limited to those of our personnel who have a reasonable need to access the Client Personal Data to enable us to perform our duties under the Agreement; any access to the Client Personal Data shall be limited to such part or parts of the Client Personal Data as are strictly necessary.

14.8 We shall take reasonable steps to ensure the reliability of any of our personnel who have access to the Client Personal Data. Without prejudice to this general obligation, we shall ensure that all relevant personnel are informed of the confidential nature of the Client Personal Data, are subject to confidentiality obligations in relation to the Client Personal Data, have undertaken training in the laws relating to handling Client Personal Data, and are aware of our duties in respect of that Client Personal Data.

14.9 Each party shall upon request make available to the other party all such information as may be necessary to demonstrate its compliance with the Data Protection Laws and the provisions of this Clause 14.

14.10 We shall upon request make available to you all such information as may be necessary to facilitate the carrying out of an audit of our compliance with the Data Protection Laws and the provisions of this Clause 14. For this purpose, we will provide to you a completed security questionnaire, in a form to be determined by us (acting reasonably). We shall ensure that the completed security questionnaire includes all the information that is necessary to enable you to assess our compliance. We will also provide, upon request, evidence of compliance with Data Protection Laws and information security standards (certified to ISO27001). Other than the provision of this security questionnaire and audit evidence, we may charge you at our standard

time and materials rates for any work performed at your request when fulfilling our obligations under this Clause 14.10.

14.11 In the event of changes to the Data Protection Laws that affect the terms of the Agreement, the parties shall act reasonably to agree any necessary changes to the Agreement.

14.12 Within 30 days following the termination of the Agreement, we shall, if requested by you at least 5 days before the end of that period, provide to you a copy of the Client Personal Data; and, unless applicable law requires otherwise, we shall delete the Client Personal Data from our systems and storage media at the end of the period of 3 months following termination.

15 Warranties

15.1 Each party warrants to the other party that:

a) it has the legal right and authority to enter into and perform its obligations under the Agreement; and

b) it will comply with all applicable laws in relation to the performance of those obligations.

15.2 We warrant to you that:

a) we will perform our obligations under the Agreement with reasonable care and skill; and

b) the Platform Services will not, when used by you in accordance with the Agreement, infringe the Intellectual Property Rights of any third party under English law,

subject to Clauses 5 and 6.

15.3 We warrant to you that we will use reasonable endeavours to ensure that the Platform Services will be supplied free from Defects, and we will endeavour to resolve any Defects and other issues in accordance with the SLA. Without prejudice to this warranty, you acknowledge that complex software is never wholly free from defects, errors and bugs, and we give no warranty or representation that the Platform Services will be wholly free from such defects, errors and bugs.

15.4 We warrant to you that we will ensure that the Platform Services will incorporate security measures reflecting the requirements of good industry practice. Without prejudice to this warranty, you acknowledge that complex software is never wholly free from security vulnerabilities, and we give no warranty or representation that the Platform Services will be wholly free from such vulnerabilities.

15.5 You warrant to us that you, your business and your operations are and will at all times during the Term be in conformity with the CSR Policy.

15.6 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

16 Additional acknowledgements

16.1 You acknowledge that, subject to the express warranties set out in the Agreement:

a) we do not warrant or represent that the Platform Services will be compatible with any other application, program or software;

b) you are responsible for determining whether the Platform Services meet your requirements, and we do not warrant or represent that the Platform Services will meet those requirements;

c) we will not and do not purport to provide any legal, taxation or accountancy advice under the Agreement or in relation to the Platform Services and (except to the extent expressly provided otherwise) we do not warrant or represent that the Platform Services will not give rise to any civil or criminal liability on the part of you or any other person; and

d) we may from time to time make changes to the hardware, software, services and other technical means by which the Platform Services are provided, although we will not make any such changes without your permission if the changes will have a material negative effect upon the security, functionality or performance of the Platform Services.

17 Limitations and exclusions of liability

17.1 Nothing in the Agreement will:

a) limit or exclude the liability of a party for death or personal injury resulting from negligence;

b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

c) limit any liability of a party in any way that is not permitted under applicable law; or

d) exclude any liability of a party that may not be excluded under applicable law.

17.2 The limitations and exclusions of liability set out in this Clause 17 and elsewhere in the Agreement:

a) are subject to Clause 17.1; and

b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

17.3 Neither party will be liable to the other party for any loss of business, contracts or commercial opportunities.

17.4 Neither party will be liable to the other party for any loss of or damage to goodwill or reputation.

17.5 Neither party will be liable to the other party for any losses arising out of a Force Majeure Event. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

17.6 Neither party's liability to the other party in relation to any event or series of related events will exceed the greater of:

a) GBP 25,000; and

b) the total amount paid and payable by you to us under the Agreement during the 12-month period immediately preceding the event or events giving rise to the claim,

providing that this Clause 17.6 shall not apply to any liability of a party under Clause 9.4, 9.5, 13, 14 or 15.2(b), or any liability of a party under the Personal Data Transfer Clauses (where they apply).

17.7 Neither party's aggregate liability to the other party under or in relation to the Agreement will exceed GBP 2,000,000.

18 Termination

18.1 Either party may terminate the Agreement with effect from end of any Billing Period by giving the other party at least 24 hours' prior written notice.

18.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

a) the other party commits any material breach of the Agreement, and the breach is not remediable; or

b) the other party commits a material breach of the Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.

18.3 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

a) the other party: is dissolved; ceases to conduct all (or substantially all) of its business; is or becomes unable to pay its debts as they fall due; is or becomes insolvent or is declared insolvent; or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or

d) if that other party is an individual: that other party dies; as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or that other party is the subject of a bankruptcy petition or order.

18.4 We may terminate the Agreement immediately by giving written notice to you if:

a) any amount due to be paid by you to us under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

b) we have given to you at least 30 days' written notice, following the failure to pay, of our intention to terminate the Agreement in accordance with this Clause 18.4.

18.5 We may terminate the Agreement immediately by giving written notice to you if, in our reasonable opinion, continuing to provide Services to you would be contrary to our CSR Policy.

19 Effects of termination

19.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have

effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 5.7, 5.10, 6.4, 10.6(b), 12.4, 13, 14, 17, 19, 22 and 23.

19.2 Termination of the Agreement will not affect either party's accrued liabilities and rights as at the date of termination.

19.3 If you have not retrieved Client Data from the Platform before the date of effective termination, you will be unable to access that Client Data unless you sign up for a new Paid Plan before deletion of the data in accordance with Clause 19.4.

19.4 We shall delete the Client Data from our systems and storage media at the end of the period of 3 months following termination, subject to Clause 19.5.

19.5 Notwithstanding Clause 19.4 but subject to Clause 14.12, you acknowledge that we may retain Client Data in our systems after the date of termination, whether for technical reasons, legal reasons or otherwise; and the licence set out in Clause 9.3 shall continue after termination to the extent necessary for us to exercise our rights under this Clause 19.5.

19.6 If the Agreement is terminated under Clause 14.3(f), 18.1 or 22.3(a), then you will be entitled to a refund of any Charges paid to us with respect to Services that were to be provided to you after the date of effective termination, and you will be released from any liability to pay such Charges. The amount of the refund or release shall be calculated by us using any reasonable methodology. Subject to this, you will not be entitled to any refund of the Charges upon the termination of the Agreement, nor will you be released from any liability to pay Charges that have accrued before the date of effective termination.

20 Notices

20.1 Any notice under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be sent in accordance with this Clause 20.

20.2 Any notice that a party gives to the other party under the Agreement must be sent:

a) in the case of notices to you: (i) using the notification system on the Platform; or (ii) by email, courier or recorded signed-for post using the contact details in the Services Order Form; and

b) in the case of notices to us, by email, courier or recorded signed-for post using the following contact details: help@dash.app or Dash for Brands Ltd, Ninth Floor, Tower Point, 44 North Road, Brighton, BN1 1YR.

20.3 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.

20.4 A notice will be deemed to have been received:

a) in the case of notices sent using the Platform's notification system, upon sending;

b) in the case of notices sent by email, at the time of the sending of an acknowledgement of receipt by the receiving party; and

c) in the case of notices sent by courier or recorded signed-for post, 48 Business Hours following sending.

20.5 You acknowledge that we may treat all instructions received by us in relation to the Agreement from any user with an Admin Account as fully authorised by you.

21 Subcontractors

21.1 We may subcontract the provision of hosting services and any other of our obligations under the Agreement, subject to our obligations in relation to the appointment of sub-processors of Client Personal Data.

21.2 We shall remain responsible to you for the performance of any subcontracted obligations.

22 General

22.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

22.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

22.3 The Agreement may be varied as follows:

a) we may vary the Agreement by giving to you at least 90 days' written notice of the variation (although: (i) no variation under this Clause 22.3(a) shall affect the amount of the Charges; (ii) the Agreement as varied must continue to comply with the Data Protection Laws; and (iii) if we propose to vary Clause 14 under this Clause 22.3(a), you may

terminate the Agreement on 14 days' written notice to us at any time before the variation comes into effect);

b) the Charges may be varied in accordance with Clause 11.4; and

c) the Agreement may be varied by a written instrument signed or otherwise agreed by or on behalf of each party.

22.4 Either party may freely assign the entirety of its contractual rights and obligations under the Agreement to any group company of the assigning party or to any successor to all or a substantial part of the business of the assigning party. The assigning party must give to the other party written notice of any assignment upon or before the date of the assignment. Save as provided in this Clause 22.4, neither party may without the other party's prior written consent assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

22.5 The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate or rescind, or agree any amendment, waiver, variation or settlement under or relating to, the Agreement are not subject to the consent of any third party.

22.6 Subject to Clause 17.1:

a) the Agreement constitutes the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and

b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

22.7 The Agreement will be governed by and construed in accordance with English law; and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

23 Interpretation

23.1 In the Agreement, a reference to a statute or statutory provision includes a reference to:

a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

b) any subordinate legislation made under that statute or statutory provision.

23.2 The Clause headings do not affect the interpretation of the Agreement.

23.3 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Annex 1 - Service Level Agreement (SLA)

1) Support Services will be provided during Business Hours.

2) You may raise Support Services requests via our in-app chat or by email using the contact details that we will provide to you.

3) Unless we agree otherwise, all contacts between our personnel and you in relation to the Support Services must go through a user with administrator permissions.

4) We will classify reported issues as follows:

    (a) A critical issue prevents you from performing absolutely necessary business functions using the Platform Services.

    (b) A major issue does not prevent you from performing absolutely necessary business functions but does impose significant limitations or restrictions on the use of important functionality of the Platform Services and affects the smooth running of your business.

    (c) A minor issue does not impose any limitations or restrictions on the use of important functionality of the Platform Services but does cause inconvenience to you in performing day-to-day business functions for which the Platform Services are normally used.

    (d) A surface issue is of a cosmetic nature and has little or no adverse effect on your business.

5) We will use reasonable endeavours to start working on a request, and to complete and apply a fix or workaround, according to the following timetable. Notwithstanding these targets, we may elect not to fix particular minor or surface issues in our sole discretion.

Table 1: Target issue resolution times

Issue Type	Target Start Time	Target Fix Time
Critical issue	4 Business Hours	1 Business Day
Major issue	1.5 Business Days	3 Business Days
Minor issue	3 Business Days	5 Business Days

6) We may declare that an issue cannot reasonably be fixed if the issue is caused by a failing of software outside of our control and no workaround can reasonably be achieved. In this case we will have no further liability under the Agreement to fix the issue.

7) We will not be liable to fix issues caused by failings in hardware systems, software or computer networks not owned or leased by us or by your failure to operate in accordance with instructions issued by us, or by your breach of any term of the Agreement. We may agree to fix such an issue, and/or to make any changes to the Platform Services other than to correct issues, but will be permitted to charge at our standard time and materials rates and will not be liable for any failure to fix the issue.