

DATED _____ DATE

DSMN8 LIMITED

And

UAB "Ignitis grupės paslaugų centras"

STATEMENT OF WORK



Statement of Work

1. Parties:

- 1.1. **DSMN8 Limited** a company duly organized and registered under the Laws of England and Wales with company registration number 10023376., having its registered office at 29-31 Shoebury Road, Southend on Sea, Essex SS1 3RP (**DSMN8**).
- 1.2. **UAB "Ignitis grupės paslaugų centras"**, a private limited liability company duly registered and operating under the laws of the Republic of Lithuania, legal entity code 303200016, VAT number LT100008194913, registered address Laisvės pr. 10, LT-04215 Vilnius, the Republic of Lithuania.

Background:

DSMN8 operates a cloud-based employee influencer platform enabling employees to be more active on social media, sharing company-approved content.

2. Definitions and Interpretation

- 2.1. In this Statement of Work, the following definitions shall have the following meanings
Employee Influencer Platform: as detailed on the Schedule;
Personal Data: any and all data collected, held, processed or used by DSMN8 or any of its employees, agents or contractors in connection with, or pursuant to, the Services as is defined in Article 4 UK GDPR;
Renewal Period: any twelve month period following the Subscription Term or any expired Renewal Period.
Services: the provision of the Employee Influencer Platform by DSMN8
Subscription Term: as detailed in the Schedule and any Renewal Period.
Subscription Fees: the subscription fees payable by the Customer to DSMN8 for use of the Services as set out in the Schedule
- 2.2. In this Statement of Work (unless otherwise stated) references to:
a "party" means a party to this Statement of Work and shall include its personal representatives, assignees and successors in title if and as permitted in accordance with this Statement of Work;"writing" or "written" includes any method of reproducing words in a legible and permanent form.
- 2.3. The headings in this Statement of Work are for guidance only and shall not affect its interpretation.

3. Governing Terms:

- 3.1. This Statement of Work is governed by the terms outlined in the Master Services Agreement v1.1 (MSA), accessible at <https://dsmn8.com/master-services-agreement-v1-1/>.
- 3.2. The Customer's acceptance of the terms within the MSA takes effect upon the signing of this Statement of Work or when the Services have begun.
- 3.3. Both parties mutually agree to abide by the stipulations outlined herein.

4. Effective Date & Duration:

- 4.1. This Statement of Work becomes effective upon the signature by the Customer and acceptance by DSMN8.
- 4.2. The terms and conditions specified in this Statement of Work will be binding for the duration of the Subscription Term.

5. Payment & Fees

- 5.1. In accordance with the Master Services Agreement (MSA), the Customer is obligated to pay Subscription Fees in the specified currency referenced in Schedule 1.
- 5.2. DSMN8 reserves the right to increase Subscription Fees with 90 days' notice at the beginning of each Renewal Period.

6. Data Protection

- 6.1. DSMN8 shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Personal Data pertaining to the employees, agents or independent contractors authorised by the Customer to use the Services available at www.dsmn8.com/privacy or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by DSMN8 in its sole discretion.
- 6.2. If DSMN8 processes any Personal Data on the Customer's behalf when performing its Services, the parties record their intention that the Customer shall be the data controller and DSMN8 shall be a data processor and in any such case the Data Processing Agreement (DPA) which can be found at <https://dsmn8.com/data-processing-agreement/> shall govern the processing of the Personal Data.

7. Notices

- 7.1. Any notice required to be given under this Statement of Work shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Statement of Work, or such other address as may have been notified by that party for such purposes.
- 7.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

8. Governing Law & Jurisdiction

- 8.1. This Statement of Work and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute.

SCHEDULES

Deliverables and Services

Overview

The objective of DSMN8 "Employee Influencer Platform" is to provide a SaaS application to enable employees to share approved company content to their own social media profiles. The platform simplifies the process of creating and sharing content through a variety of features. DSMN8 is available as part of a browser application as well as a mobile application for users to use.

Detailed information about the subject of purchase is provided in Annex No. 1 Technical Specification of this agreement.

Configuration & Features

Onboarding Support: DSMN8 will assist the client during the onboarding process, facilitating the setup of the platform alongside the customer success team. DSMN8 will provide documentation to guide the client through the configuration steps and additional settings that may be available.

Customization Options: DSMN8 acknowledges the uniqueness of each client's needs. Within the standard customization parameters, including platform branding and governance structure adjustments, DSMN8 will work closely with the client to tailor the platform to their specific requirements where possible within the available features.

Tailored Features: Features will be made available based on the client's selected pricing package.

Platform Access

User Authorization: DSMN8 commits to providing access to all authorized client users up to the specified user limit outlined in Schedule 1, Part 1. The platform will be accessible both through a browser application and a mobile application.

Administrative Control: Within the application, administrators will have the capability to manage users and content, view analytics, and extend direct invitations to potential users.

End-User Engagement: End users will experience a web interface via desktop or mobile application, allowing them to share approved content from administrators to their respective social media channels, creating a content distribution process for users within the application.

Analytics

Analytics Suite: DSMN8 will grant access to an analytics suite within the Employee Advocacy Platform. This suite provides tracking and analysis of key performance indicators and metrics associated to the client's goals, these metrics will provide insight into the performance of the employee advocacy program.

Support & Training

Support Channels: DSMN8 will provide user-level support through various channels, including live chat, email, and phone. An email ticketing system will be in place to address issues, technical queries, or any questions that may arise.

Training Materials: Training materials, including online videos, courses, FAQs, a Knowledge Base, and webinars, will be made available to facilitate training for both end users and administrators. These training assets will be available via an online knowledgebase accessible by all users.

Continued Support: DSMN8's Customer success team will provide ongoing support throughout the contract duration. This support includes assistance during the launch process, administrator training, and continuous education on new features and updates. Additional support can be extended to administrators to help maximise the use and results of the platform. Key individuals for continual support and contact are highlighted in Table 1 but not limited to these individuals.

Table 1: Key Contacts

Role	Responsibility	Name & Contact Details
Executive Sponsor	<ul style="list-style-type: none"> • Champion & support the employee advocacy initiative across the business. • Allocate budget & resource to meet the requirements for the initiative. • Inform key stakeholders of relevant changes of company strategy that impact the scope of the employee advocacy initiative. • Attend key review calls with DSMN8 to assess platform results and progress. 	
Program Leader	<ul style="list-style-type: none"> • Coordinate employee advocacy initiative launch and continual success within the business alongside support from DSMN8. • Engage relevant stakeholders for involvement with DSMN8 & the employee advocacy initiative. • Attend relevant calls & meetings with DSMN8 to ensure the success of the initiative. • Communicate with DSMN8 on the progress relevant updates and changes to the initiative within the business. 	
Additional Admins & Team Leaders	<ul style="list-style-type: none"> • Coordinate business units and regions launch and management of the advocacy program. • Attend relevant calls and trainings with DSMN8 to ensure competency when creating content and inviting users. • Communicate objectives and goals in the business units/regions that the program will support. 	
Billing Contact	<ul style="list-style-type: none"> • Provide relevant financial/payment details in a timely manner to DSMN8 per the terms of the contract in Schedule 1. 	
Technical Contact	<ul style="list-style-type: none"> • Provide assistance with any technical integrations required such as SSO & Webhooks. 	
Information Security & Data Protection Contact	<ul style="list-style-type: none"> • Key point of contact for any Information Security & Data Protection information that may need to be provided by DSMN8 to the client or vice versa. 	

Schedule 1 - Pricing

Part 1 – Charges

Item No.	Object of the Procurement	Quantity during the period of validity of the Contract	Preliminary quantity during the period of validity of the Contract ^[4]	Unit Price EUR excluding VAT	Price, EUR excluding VAT
1.	DSMN8 Employee advocacy programme ('Scale' package + 2 functionalities from the 'Enterprise' package, 250 user memberships on the platform)	1	-	27,700.00	27,700.00
2.	Additional new platform user memberships (up to 250 users)	-	1	2.300,00	2.300,00
3.	Additional two functionalities from the 'Enterprise' package.	-	2	3,000.00	6,000.00
Tender price in EUR, excluding VAT ⁹					36.000,00
VAT (if not applicable, see footnote) ^[9]					0 Rated
Tender price in EUR, including VAT					36.000,00

Part 2 – Commercial Terms

Commencement of Initial Subscription Term	1 st January 2025
Initial Subscription Term	12 Months
Payment Terms	30 Days from the date of the receipt of the invoice
Payment Method	Annual

Additional Terms

(Where exceptions have been made to the Master Services Agreement (MSA) or other relevant information pertaining to the contract or commercial terms.)

^[4] The Preliminary quantity quantity of the Object of Procurement is specified. The Buyer does not undertake to procure the entire specified quantity

^[9] In cases where, under the legislation in force, the Supplier does not have to pay VAT, the Supplier shall state the reasons why it does not pay VAT in accordance with the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax or Article 95 of the Law on Value Added Tax. In this case, do not fill in the VAT line or enter "non-VAT payer" or "not applicable".

Additional Terms: NA

AGREED AND ACCEPTED:

UAB "Ignitis grupės paslaugų centras"

DSMN8

TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

- 1.1. **Customer** – UAB Ignitis grupės paslaugų centras
- 1.2. **Service Provider** – an economic entity – is a natural person, private legal entity, public legal entity, other organisations and their divisions, or a group of such persons, with whom the Customer enters into a Contract.
- 1.3. **Contract** – the contract made between the Customer and the Service Provider in relation to the Object of procurement.
- 1.4. **Services** – Employee advocacy programme.
- 1.5. **Order** – a written document submitted to the Service Provider based on the Contract through text message, email, and/or via the information system specified by the Customer, indicating the quantities of Services, delivery addresses, and due dates.

2. OBJECT OF PROCUREMENT

- 2.1. DSMN8 Employee advocacy programme
- 2.2. Whereas the Customer acts as the central procurement organisation for the AB Ignitis grupė corporate group, the Object of procurement is acquired and may be provided for the benefit and interests of both the Customer and company of AB Ignitis grupė. The company for whose benefit the Object of procurement will be ordered, will be specified in the Order.

3. SCOPE OF THE OBJECT OF PROCUREMENT

- 3.1. The quantities of services are presented in Table 1 below:

Table 1

Item No.	Name of service	Measurement unit	Preliminary quantity ¹ During the term of the Contract	Quantity During the term of the Contract
1.	DSMN8 Employee advocacy programme ('Scale' package + 2 functionalities from the 'Enterprise' package, 250 user memberships on the platform)	pcs	-	1
2.	Additional new platform user memberships (up to 250 users)	pcs	1	-
3.	Additional two functionalities from the 'Enterprise' package.	pcs	2	-

- 3.2. The Customer does not undertake to redeem the entire amount of Services, but undertakes to redeem the amount of Services specified in Table No. 1 in item 1.

4. LOCATION OF SERVICE DELIVERY

- 4.1. The Services will be provided remotely.

5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

Description of the Object of procurement

- 5.1 External employee advocacy platform DSMN8 for Ignitis Group employees;
- 5.2 Service: the DSMN8 software platform for enhancing the Ignitis Group's employer image, enabling employees' communication actions on social networks (Facebook, LinkedIn, X, Instagram, etc.) using employees' personal social network accounts.
- 5.3 DSMN8 grants a non-transferable right to allow Authorised Users (employees of the Ignitis Group) to use the services of the Platform during the subscription period.
- 5.4 Purchase the **Scale** package consisting of:

¹ Indicative quantity of Services is specified. During the term of the Contract, the Customer has the right to adjust the quantity of Services purchased, without exceeding the maximum Contract price stated in the Contract. The Customer is not obligated to purchase the entire quantity of Services or any part thereof.

- 5.4.1 1 Programme Manager position;
- 5.4.2 3 Administrator positions,
- 5.4.3 5 team leader positions,
- 5.4.4 10 content manager positions,
- 5.4.5 Possibility create up to 20 teams,
- 5.4.6 Unlimited number of groups.
- 5.5 **The Scale** package includes the following features:
 - 5.5.1 Internal messages,
 - 5.5.2 Automatic record scheduling,
 - 5.5.3 The possibility for users to propose their own entries/posts,
 - 5.5.4 Invitation system,
 - 5.5.5 Gamification,
 - 5.5.6 Analysis for users and the company,
 - 5.5.7 Option to make personal recordings public,
 - 5.5.8 Personalisation of the platform,
 - 5.5.9 Labelling of campaigns and events.
 - 5.5.10 250 platform members;
 - 5.5.11 "Enterprise" package 2 features:
 - 5.5.11.1 link tracking (UTM) and
 - 5.5.11.2 SSO – SCIM.
- 5.6 Additional, on-demand membership of new platform users on the platform (up to 250 users).
- 5.7 Additional, on-demand 2 functionalities from the Enterprise package.
- 5.8 The DSMN8 platform subscription/licence is granted to one unique user (Ignitis Group employee). Unless the subscription licence is transferred to another new user, in which case the membership and right to use the DSMN8 platform shall be terminated for the previous unique user.
- 5.9 The Supplier shall provide a detailed monthly analysis of the actions and activities of Ignitis Group staff on the DSMN8 platform.
- 5.10 The Supplier undertakes to train the Ignitis Group's authorised staff in the use of the platform.
 - 5.10.1 Training - 30 min webinar,
 - 5.10.2 The training takes place after the contract is signed.

6. PROCEDURE AND TERMS OF SERVICE DELIVERY

- 6.1. The Services shall be provided no later than 30 days from the date of submission of the Order to the Service Provider.
- 6.2. The Service Provider will be required to provide the Services during the Client's working hours (I-IV 7.30-16.30; V 7.30-15.15).
- 6.3. Either party shall notify the other party in writing of the termination of the contract at least 90 days before the end of the subscription period;
- 6.4. Without prejudice to any other available rights or remedies, either party may terminate this Agreement immediately upon written notice to the other party if:
 - 6.4.1. a party fails to pay any amount due under this Agreement on the due date for payment and defaults not less than 30 days after being notified in writing;
 - 6.4.2. the other party materially breaches any other term of this Agreement and such breach is not cured or (if such breach is cured) does not cure the breach within 30 days after being notified in writing of the breach;
- 6.5. The validity period of the platform is 2025 01 01 - 2025 12 31.
- 6.6. The Supplier undertakes to assign a DSMN8 contact person for advice and assistance.
- 6.7. Upon termination of this Agreement, the DSMN8 Platform Licence shall terminate.

7. QUALITY AND REMEDY OF AND DEFECTS

- 7.1. The Customer shall have the right to request the Service Provider to rectify any defects in the Services and/or the Service result no later than 5 (five) days from the date of signing the certificate of delivery and acceptance of services or recording the defects.
- 7.2. A 7 (seven) day period shall be set for remedy of any defects identified by the Customer in the result of the Services.

8. PAYMENT TERMS

8.1. The Customer shall pay the Service Provider for the quality Services actually provided within 30 (thirty) days from the date of signing the certificate of delivery and acceptance of the result of the Services and receipt of the Invoice.

9.DOCUMENTS ACCOMPANYING THE SERVICES PROVIDED

- 9.1. Certificate of delivery and acceptance of the result of the Services;
- 9.2. Reports.