

## Scope of this document

**THIS MASTER SERVICES AGREEMENT v1.1** is made and entered into as of the Effective Date by and between DSMN8 LTD a company registered in England and Wales with company number 10023376 whose registered office is at 29-31 Shoebury Road, Southend on Sea, Essex SS1 3RP and the Customer identified in the SoW.

Capitalized words have the meanings stated in clause 1 (**Definitions**).

In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound as indicated by Customer's submission and DSMN8's acceptance of an SoW, the parties mutually agree as follows.

## 1. Definitions

1.1 In this Agreement the following expressions shall have the following meanings:

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Agreement:** this Master Services Agreement including the SoW, the SLA, DPA and any other document incorporated into this agreement;

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, as further described in clause 3.

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

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 7.

**Customer:** the entity in the SoW to which DSMN8 is providing the Services.

**Customer Data:** the data or content inputted by the Customer, Authorised Users, or DSMN8 on the Customer's behalf for the purpose of using the Services or facilitating the Customer's and/or Authorised Users' use of the Services.

**DPA:** the Data Processing Agreement available for review at [this page](#).

**GDPR:** the General Data Protection Regulations (EU2016/279) and the UK equivalent.

**Effective Date:** means the date of this Agreement (and if no date is entered on the front page of this document, the date of this Agreement shall be the date on which this Agreement is signed by DSMN8 or the first date on which the Services are provided, whichever is the earlier);

**Initial Subscription Term:** the initial term of this agreement as set out in the SoW.

**Intellectual Property Rights:** any current and future intellectual property rights including but not limited to patent rights, rights in inventions, copyrights, rights in computer software, database rights, trade secret rights, rights in know how, confidential information, mask work rights, trademark rights, rights in goodwill and passing off (in each case whether registered or unregistered and including all rights to apply for any of the foregoing) and all other intellectual property or similar or equivalent rights throughout the world;

**Normal Business Hours:** 8.00 am to 6.00 pm local UK time, each Business Day.

**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, this Agreement as is defined in Article 4 UK GDPR;

**Renewal Period:** the period described in clause 6.3



**Services:** the services listed in the Statement of Work to be provided by DSMN8 under this Agreement;

**SLA:** the service level agreement incorporating the service level matrix as set out in Schedule 1;

**Service Credit:** the sums that should the service levels in the SLA not be met maybe refunded to the Customer pursuant to the SLA.

**Social Network Providers:** the providers of third party social media networks with which the Services interact, which may include without limitation, LinkedIn, Twitter, Facebook, as set out in the Specification, and/or such other networks as DSMN8 adds from time to time;

**Software IP:** any Intellectual Property that pertains to the Services whether this is branding, look and feel, source code or know how regarding the Services.

**Specification:** the specifications of the Services is outlined in the Statement of Work

**Statement of Work or SoW:** means a Statement of Work signed by Customer and DSMN8 which with this Agreement forms a contract for the provision of Services.

**Subscription Fees:** the subscription fees payable by the Customer to DSMN8 for the User Subscriptions, as set out in the SoW.

**Subscription Term:** has the meaning given in clause 6.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 5.1 which entitle Authorised Users to access and use the Services in accordance with this Agreement.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 In this Agreement (unless otherwise stated) references to:
  - 1.2.1 this Agreement shall be construed as a reference to this agreement as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
  - 1.2.2 a "party" means a party to this Agreement and shall include its personal representatives, assignees and successors in title if and as permitted in accordance with this Agreement;
  - 1.2.3 "writing" or "written" includes any method of reproducing words in a legible and permanent form.
- 1.3 The headings in this Agreement are for guidance only and shall not affect its interpretation.
- 1.4 Any phrase in this Agreement introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 All sums in this Agreement are stated exclusive of VAT (unless otherwise specifically stated), which, where applicable, shall be applied in addition to the principal amount at the prevailing rate from time to time.

## 2. Services

- 2.1 This Master Services Agreement governs the legal relationship of the parties in relation to the Services provided by DSMN8 to the Customer and where appropriate its Affiliates. The Customer and its Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Services from DSMN8. Where DSMN8 agrees to provide such Services the parties shall agree the same in a Statement of Work which, once executed, forms a separate contract between its signatories.



- 2.2 DSMN8 shall, during the Subscription Term, provide the Services to the Customer in accordance with the Service Level Agreement.
- 2.3 If there is any conflict between the terms of the main body of this Agreement and those contained in any Statement of Work, SLA or DPA or document referred to, the terms of the main body of this Agreement shall prevail to the extent of that conflict. The DPA shall override the SLA.
- 3. **Authorised Users**
  - 3.1 DSMN8 hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
  - 3.2 In relation to the Authorised Users, the Customer undertakes that:
    - 3.2.1 it shall pay for the number of Authorised Users that it authorises to access and use the Services from time to time;
    - 3.2.2 it will not allow or suffer any User Subscription to be 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 Services;
    - 3.2.3 each Authorised User shall keep a secure password for his use of the Services, the Customer will ensure that the passwords shall be changed no less frequently than quarterly and that each Authorised User shall keep his password confidential;
    - 3.2.4 DSMN8 may audit the Services from time-to-time in order to establish the name and password of each Authorised User. If such audits reveal that the Customer has underpaid Subscription Fees to DSMN8, then without prejudice to DSMN8's other rights, the Customer shall pay to DSMN8 within 10 Business Days of the date of the relevant audit an amount equal to such underpayment as calculated in accordance with DSMN8's standard prices in force and the number of Authorised Users shall be adjusted accordingly.
  - 3.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:
    - 3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - 3.3.2 facilitates illegal activity;
    - 3.3.3 depicts sexually explicit images;
    - 3.3.4 promotes unlawful violence;
    - 3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
    - 3.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;
 DSMN8 reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
  - 3.4 The Customer shall not:
    - 3.4.1 except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software IP (as applicable) in any form or media or by any means; or
    - 3.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software IP; or
    - 3.4.3 access all or any part of the Services in order to build a product or service which competes with the Services; or
    - 3.4.4 use the Services to provide services to third parties; or
    - 3.4.5 subject to clause 15, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
    - 3.4.6 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this .
  - 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify DSMN8.
  - 3.6 The rights provided under this clause are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.



#### 4. **Third Party Providers**

- 4.1 The Customer acknowledges that DSMN8 has no contractual relationship with the Social Network Providers other than through their published APIs. The Customer acknowledges that use of the Services requires Authorised Users to maintain accounts with one or more Social Network Providers.
- 4.2 The Customer acknowledges that the Services may enable or assist it and the Authorised Users to access content and accounts hosted by the Social Network Providers and the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. DSMN8 makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Social Network Provider account or third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.
- 4.3 Any contract entered into and any transaction completed via any Social Network Provider account or third-party website is between the Customer and the relevant third party, and not DSMN8. DSMN8 recommends that the Customer refers to the website terms and conditions and privacy policy of the Social Network Provider or other third party provider prior to using their service or website. DSMN8 does not endorse or approve any Social Network Provider or third-party website nor the content of any Social Network Provider or third-party website made available via the Services.

#### 5. **Fees & Payment**

- 5.1 The Customer shall pay the Subscription Fees to DSMN8 for the User Subscriptions in accordance with this clause 5.
- 5.2 The Customer shall on the Effective Date provide to DSMN8 valid purchase order information acceptable to DSMN8 and any other relevant valid, up-to-date and complete contact and billing details
- 5.3 If DSMN8 has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of DSMN8:
- 5.3.1 DSMN8 may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and DSMN8 shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 5.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2% over the then current base lending rate of Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 5.4 All amounts and fees stated or referred to in this agreement:
- 5.4.1 shall be payable in currency specified in the SOW;
- 5.4.2 are non-cancellable and non-refundable;
- 5.4.3 are exclusive of value added tax, which shall be added to DSMN8's invoice(s) at the appropriate rate.
- 5.5 The Services are provided on a fair use basis and if, at any time whilst using the Services, the Customer exceeds such usage, DSMN8 reserves the right to charge the Customer, and the Customer shall pay, DSMN8's then current fees for such excess use.
- 5.6 The Customer shall be fully responsible for and indemnify DSMN8 against any liability, assessment or claim for personal or other taxation whatsoever arising from or made in connection with use of or performance of the Services by Authorised Users.

#### 6. **Term and Termination**

- 6.1 This Master Services Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term, unless terminated earlier in accordance with its terms.
- 6.2 DSMN8 will provide the Services from January 1, 2026, and the Service delivery period will last for 12 (twelve) months from the effective date of the Agreement. The Agreement will not be automatically extended beyond this period.
- 6.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 6.3.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;



- 6.3.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 6.3.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 6.3.4 with immediate effect if the other party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any jurisdiction;
- 6.3.5 with immediate effect if the other party ceases, or threatens to cease, to carry on all or a substantial part of its business;
- 6.3.6 with immediate effect by giving written notice to the other party if either party infringes any Intellectual Property Right of the other party.
- 6.4 On termination (or expiry) of this Master Services Agreement, howsoever arising, each Statement of Work shall terminate.
- 6.5 On termination of this Agreement for any reason:
  - 6.5.1 the licences to use the Services granted under this Agreement shall immediately terminate;
  - 6.5.2 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
  - 6.5.3 DSMN8 may destroy or otherwise dispose of any of the Customer Data in its possession unless DSMN8 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. DSMN8 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 DSMN8 in returning or disposing of Customer Data; and
  - 6.5.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 7. Confidential Information**
  - 7.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
    - 7.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
    - 7.1.2 was in the other party's lawful possession before the disclosure;
    - 7.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
    - 7.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
    - 7.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
  - 7.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
  - 7.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
  - 7.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
  - 7.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute DSMN8's Confidential Information.
  - 7.6 DSMN8 acknowledges that the Customer Data is the Confidential Information of the Customer.



- 7.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.8 The above provisions of this clause 7 shall survive termination of this agreement, however arising.
- 8. Proprietary Rights**
- 8.1 The Customer acknowledges and agrees that DSMN8 and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 8.2 DSMN8 confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 8.3 The Customer and the Authorised Users shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 9. Data Protection**
- 9.1 DSMN8 shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Personal Data pertaining to the Authorised Users available at [www.dsmn8.com/privacy](http://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.
- 9.2 The Customer has had sight of the internal policies and procedures that DSMN8 has adopted which will *inter alia* include Customer Data.
- 9.3 If DSMN8 processes any Personal Data on the Customer's behalf when performing its obligations under this agreement, 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 DPA shall govern the processing of the Personal Data: Any breach of the DPA and the applicable remedies are as set out in this Agreement and not the DPA.
- 10. Warranties**
- 10.1 DSMN8 undertakes that the Services will be performed substantially in accordance with specification shared by DSMN8 with the Customer in writing prior to the Effective Date and with reasonable skill and care and will comply with all applicable statutory, regulatory and legal requirements and will be free from material defects.
- 10.2 The undertaking at clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to DSMN8's instructions, or modification or alteration of the Services by any party other than DSMN8 or DSMN8's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, DSMN8 will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 10.1. Notwithstanding the foregoing, DSMN8:
- 10.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 10.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3 This agreement shall not prevent DSMN8 from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 10.4 DSMN8 warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.



**11. Indemnity**

- 11.1 Provided that the loss is not caused by DSMN8’s negligence the Customer shall defend, indemnify and hold harmless DSMN8 against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer’s use of the Services, provided that:
  - 11.1.1 the Customer is given prompt notice of any such claim;
  - 11.1.2 DSMN8 provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer’s expense; and
  - 11.1.3 the Customer is given sole authority to defend or settle the claim.
- 11.2 DSMN8 shall defend the Customer, its officers, directors and employees against any claim that the Services and or Software IP infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
  - 11.2.1 DSMN8 is given prompt notice of any such claim;
  - 11.2.2 the Customer provides reasonable co-operation to DSMN8 in the defence and settlement of such claim, at DSMN8’s expense; and
  - 11.2.3 DSMN8 is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, DSMN8 may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days’ notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.4 In no event shall DSMN8, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
  - 11.4.1 a modification of the Services by anyone other than DSMN8; or
  - 11.4.2 the Customer’s use of the Services in a manner contrary to the instructions given to the Customer by DSMN8; or
  - 11.4.3 the Customer’s use of the Services after notice of the alleged or actual infringement from DSMN8 or any appropriate authority.
  - 11.4.4 The foregoing and clause 12.3 states the Customer’s sole and exclusive rights and remedies, and obligations and liability, for infringement of any Intellectual Property Rights or right of confidentiality.

**12. Limitation of Liability**

- 12.1 This clause 12 sets out the entire financial liability of DSMN8 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
  - 12.1.1 arising under or in connection with this agreement;
  - 12.1.2 in respect of any use made by the Customer of the Services or any part of them; and
  - 12.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 12.2 Nothing in this Agreement shall be construed as limiting either party’s liability for:
  - 12.2.1 death or personal injury caused by that party’s negligence;
  - 12.2.2 fraud or fraudulent misrepresentation
- 12.3 Subject to clause 12.2:
  - 12.3.1 Neither party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information, in each case whether direct or indirect or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - 12.3.2 other than as a result of a breach of Clause 7 (Confidentiality), Clause 8 (Intellectual Property) or Clause 9 (Data Protection) or an Indemnity under Clause 11, each party’s total aggregate liability arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited in respect of all claims to an amount equal to the total sums in fact paid by Customer to DSMN8 under this Agreement during the 12 months immediately preceding the date on which the claim arose.
- 12.4 The Customer acknowledges that the use of the Services gives the Customer a platform and a medium to potentially maximise positive publicity and to raise profile. The Customer will



- select which Social Media Networks to use and DSMN8 cannot guarantee the Customer's use of the Services will lead to additional revenue or a more prominent profile.
- 12.5 To the extent that the Service levels are below what the SLA provides the only remedy will be the Service Credits.
13. **Force majeure**
- 13.1 DSMN8 shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of DSMN8 or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
14. **Assignment and other dealings**
- 14.1 Neither party shall assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party (such consent shall not be unreasonably withheld or delayed).
15. **Variation**
- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
16. **Waiver**
- 16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
17. **Rights and remedies**
- 17.1 The rights and remedies of DSMN8 provided under this agreement are in addition to, and not exclusive of, any of its rights or remedies provided by law.
18. **No partnership or agency**
- 18.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
19. **Severance**
- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
20. **Further assurance**
- 20.1 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
21. **Entire agreement**



- 21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or in a Statement of Work.
- 21.3 Subject to clause 12.2.2, each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 22. Third party rights**
- 22.1 This agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this agreement.
- 23. Notices**
- 23.1 Any notice required to be given under this agreement 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 agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.
- 23.2 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).
- 24. Governing law & Jurisdiction**
- 24.1 This Agreement 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 England and Wales shall have exclusive jurisdiction to settle any dispute.
- 25. Counterparts**
26. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **SCHEDULE 1 Service Level Agreement**

### **1. Interpretation**

Unless otherwise stated below, terms defined in the main body of the Agreement of which this Schedule forms part, shall have the same meaning in this Schedule:

"Available" means that the DSMN8 site or server is available for use and "Unavailable" and other cognate expressions shall be construed accordingly;

"Core Hours" means the hours between 05.00 a.m. and 11.59 p.m. Greenwich Mean Time (GMT) or British Summer Time (BST) as appropriate each day;

"Emergency Downtime" means Unavailability of the DSMN8 site or server which results from DSMN8 suspending the operations to undertake emergency repairs;

"Excused Reason" shall mean any of the following: (i) an event of force majeure as described in the MSA; (ii) a failure or fault with any equipment belonging to, or used by, Customer or any Customer Retailer including the Customer servers used by any of them; (iii) any act or omission of Customer or any Customer Retailer or any default or delay by Customer or any Customer Retailer; and (iv) any period of Planned Maintenance or Emergency Maintenance.



"Non-core Hours" means from the hours between 00.00 a.m. and 04.59 a.m. GMT or BST as appropriate each day;

"Off Peak Times" means at all times other than Peak Times;

"Peak Times" means the hours between 12.00 p.m. and 3.00 p.m. and between 5.00 p.m. and 9.00 p.m. each day;

"Planned Maintenance" means Unavailability to any person due to the need to undertake routine maintenance, any housekeeping procedures or any other maintenance planned by DSMN8;

## **2. Specification**

2.1 DSMN8 shall ensure the Availability of the site or server in accordance with the terms of this Schedule.

2.2 DSMN8 shall ensure that where an alert is raised processes are in place to escalate to DSMN8 support team to fix the problem and to notify Customer.

## **3. Services Availability**

DSMN8 shall ensure that the site or server is Available for use at least 99% of the time (measured on a 24x7 basis) at all times calculated on a monthly basis (save that any period during which the site or server is Unavailable as a result of any Planned Maintenance, Emergency Maintenance or any other Excused Reason shall be discounted when calculating the total availability in any month).

## **4. Planned Maintenance**

4.1 DSMN8 shall be entitled to suspend operations in order to undertake Planned Maintenance. Where DSMN8 intends to undertake Planned Maintenance, then DSMN8 shall provide Customer with as much notice as is reasonably possible and no less than forty-eight (48) hours' notice.

4.2 Implementation of any major production releases such as changes to code development, configuration changes or reset and recovery procedures shall be deemed to be Planned Maintenance.

## **5. Emergency downtime**

5.1 It may be necessary on rare occasions for DSMN8 to suspend the operations in order to undertake emergency repairs. Where DSMN8 has to undertake such action, then DSMN8 shall give as much notice as is reasonably practicable in the circumstances.

5.2 In the event that the Emergency Downtime exceeds 12 hours in aggregate in any one calendar month, the site shall be deemed to be Unavailable for such excess period for the purpose of calculating Availability under this SLA.

## **6. Back-up and recovery**

6.1 DSMN8 shall ensure that all production servers and data relating to the Hosting Services are correctly and successfully backed-up each day.

6.2 DSMN8 shall ensure that online and offline back-ups can be made.

6.3 DSMN8 shall ensure that all back-ups shall be recoverable for a period of 35 calendar days.



6.4 DSMN8 shall ensure that a robust and dynamic disaster recovery / business continuity plan is in place for every hardware or software system.

## **7. General**

Nothing in this SLA shall affect the rights and remedies of either party pursuant to the Agreement.

## **8. Technical and End User support**

8.1 Customer shall be able to contact the DSMN8 helpdesk 24 hours a day 365 days a year on telephone numbers to be advised by DSMN8.

## **9. Customer Service Credits**

9.1 This clause 9 shall apply when the Services are Unavailable due to a cause or reason other than an Excused Reason.

9.2 Where the Services are unavailable (other than for an excused reason), DSMN8 shall address and remedy the cause of the unavailability according to the Target Resolution Periods identified in the table set out in clause 9.5 hereof. Each incident shall be graded by reference to its Severity (as defined by the Severity Definition in the table below). In addition, DSMN8 shall issue Customer with notifications and updates by email in connection with any specific incident according to the timings identified in the table, depending on the Severity Level of the incident.

9.3 If DSMN8 does not resolve an incident causing unavailability of the Services within the applicable Target Resolution Period, Customer will be entitled to a corresponding Customer Services Credit, as set out in the table at paragraph 9.5 hereof. The Customer Services Credit shall be an amount deducted from the invoice for that calendar month and the percentage credit referred to in the table below shall be a percentage of the aggregate Monthly Charges arising under the Agreement.

9.4 In any one calendar month, the maximum Customer Services Credit that can be paid, remitted or credited to Customer by DSMN8 in aggregate is a sum equal to 100% of the Monthly Charges for that calendar month, irrespective of the number of incidents of Unavailability during that period.

9.5 The table:



Severity Level	Severity Definition	Notifications to be sent by DSMN8	Updates to Be Sent By DSMN8	Target Resolution Period	Services Credit (% of Monthly Charges)
Critical	If end users are unable to access the service due to a total server failure.	Within 1 hour of the services becoming unavailable	Every hour	Within 4 hours of services becoming unavailable	100%
Major	If a customer account is partially or completely offline due to a platform failure.	Within 1 hour of the services becoming unavailable	Every 2 hours	Within 4 hours of services becoming unavailable	20%
Minor	Any other problem with the operation or format of the service (Not related to planned maintenance)	Within 2 hours of the service becoming unavailable.	Every 4 hours	Within 8 hours of services becoming unavailable	10%

**05/11/2025**

**DSMN8 LIMITED**

And

UAB "Ignitis grupės paslaugų centras"

**STATEMENT OF WORK**



[www.wallace.co.uk](http://www.wallace.co.uk)  
27 Mortimer Street  
London  
W1T 3JF

T: 020 7636 4422

F: 02076363736

## 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.

5.1. 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](http://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 the 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

...aring 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 an 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:** DSMN8s 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
<b>Executive Sponsor</b>	<ul style="list-style-type: none"> <li>• Champion &amp; support the employee advocacy initiative across the business.</li> <li>• Allocate budget &amp; resource to meet the requirements for the initiative.</li> <li>• Inform key stakeholders of relevant changes of company strategy that impact the scope of the employee advocacy initiative.</li> <li>• Attend key review calls with DSMN8 to assess platform results and progress.</li> </ul>	
<b>Program Leader</b>	<ul style="list-style-type: none"> <li>• Coordinate employee advocacy initiative launch and continual success within the business alongside support from DSMN8.</li> <li>• Engage relevant stakeholders for involvement with DSMN8 &amp; the employee advocacy initiative.</li> <li>• Attend relevant calls &amp; meetings with DSMN8 to ensure the success of the initiative.</li> <li>• Communicate with DSMN8 on the progress relevant updates and changes to the initiative within the business.</li> </ul>	
<b>Additional Admins &amp; Team Leaders</b>	<ul style="list-style-type: none"> <li>• Coordinate business units and regions launch and management of the advocacy program.</li> <li>• Attend relevant calls and trainings with DSMN8 to ensure competency when creating content and inviting users.</li> <li>• Communicate objectives and goals in the business units/regions that the program will support.</li> </ul>	
<b>Billing Contact</b>	<ul style="list-style-type: none"> <li>• Provide relevant financial/payment details in a timely manner to DSMN8 per the terms of the contract in Schedule 1.</li> </ul>	
<b>Technical Contact</b>	<ul style="list-style-type: none"> <li>• Provide assistance with any technical integrations required such as SSO &amp; Webhooks.</li> </ul>	
<b>Information Security &amp; Data Protection Contact</b>	<ul style="list-style-type: none"> <li>• Key point of contact for any Information Security &amp; Data Protection information that may need to be provided by DSMN8 to the client or vice versa.</li> </ul>	

## Schedule 1 - Pricing

## Part 1 – Charges

Seq. No.	Services	Measure Unit	Quantity during the period of validity of the Contract	Unit Price EUR excluding VAT
1.	The external ambassadorship platform that allows employees to become ambassadors of the Group and its companies on social media: with a 250-user license; SSO-SCIM Connector Module and Custom UTM Tracking	Unit	1	42,000.00
<b>Discount Applied</b>				14%
<b>Discount Amount</b>				6000
<b>Tender Price in EUR, excluding VAT</b>				36.000,00
<b>VAT</b>				0 Rated
<b>Tender Price in EUR, including VAT</b>				-

## Part 2 – Commercial Terms

Commencement of Initial Subscription Term	1 <sup>th</sup> January 2026
Initial Subscription Term	12 Months
Discount Period	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)

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

<sup>[9]</sup> 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. DEFINITIONS AND ABBREVIATIONS

- 1.1. **Client** shall mean UAB Ignitis grupės paslaugų centras
- 1.2. **Service Provider** shall mean an economic entity that is a natural person, private legal entity, public legal entity, other organisations and their units or a group of the above, with whom the Client concludes the Contract.
- 1.3. **Contract** shall mean the Contract to be concluded between the Client and the Service Provider regarding the Procurement Object.
- 1.4. **Services** shall mean the external ambassadorship platform for employees.
- 1.5. **Order** shall mean a written document submitted to the Service Provider under the Contract in the form of a text message, e-mail and/or via the information system indicated by the Client, which specifies the quantities of the Services, delivery addresses and deadline.
- 1.6. **User** shall mean an employee of AB Ignitis grupė, who has access to and right to use the external ambassadorship platform for employees.

### 2. PROCUREMENT OBJECT

- 2.1. The external ambassadorship platform for employees.
- 2.2. Taking into account that the Client acts as the Central Procurement Organisation of AB Ignitis grupė company group (the "Group"), the Procurement Object is procured and can be provided for the benefit and in the interests of either the Client or any company of the Group. The company for which the Procurement Object is ordered will be indicated in the Order.

### 3. SCOPE OF THE PROCUREMENT OBJECT

- 3.1. The quantities of Services can be found in Table No. 1 below:

**Table No. 1**

Seq. No.	Services	Measure unit	Quantity during the effective term of the Contract
1.	The external ambassadorship platform that allows employees to become ambassadors of the Group and its companies on social media: with a 250-user license; SSO-SCIM Connector Module and Custom UTM Tracking	unit	1

### 4. PLACE OF SERVICES

- 4.1. The Services are to be provided: remotely.

### 5. REQUIREMENTS FOR THE PROCUREMENT OBJECT

- 5.1. Description of the Procurement Object
  - 5.1.1. The Procurement Object is the external ambassadorship platform for employees of the Group.
  - 5.1.2. The external ambassadorship platform for employees is meant for creating a better image of the employer (the Group), enabling employees' communication actions on social media (*Facebook, LinkedIn, X, Instagram*), by use of the employees' personal social media accounts.
  - 5.1.3. The external ambassadorship platform for employees must grant a non-transferable right to Users (employees) authorised by the Group to use the platform's services during the subscription period (from 1 January 2026 to 31 December 2026).
  - 5.1.4. The external ambassadorship platform for employees must be equipped with a detailed analytics system that allows real-time monitoring and analysis of:
    - 5.1.4.1. The number of employees – ambassadors;
    - 5.1.4.2. The number of posts shared through the platform;
    - 5.1.4.3. Employee communication reach, engagement, change in the number of followers, clicks;
    - 5.1.4.4. Social media usage reports;
    - 5.1.4.5. Generated traffic, return on investment (ROI).
  - 5.1.5. The Client must be given at least 250 (two hundred and fifty) User licenses to use the platform.
  - 5.1.6. The subscription of the external ambassadorship platform for employees (access to the platform) shall be assigned to one unique User, except for cases when the right to use the external ambassadorship platform

for employees is transferred to another User. In this case, the earlier User loses access to the external ambassadorship platform for employees.

5.1.7. When a User stops being an employee of the Group, the User's account must be automatically deactivated, leaving only data needed for report purposes.

5.1.8. The Service Provider must appoint an employee who will be able to provide consultations and technical assistance to the Client during the performance of the Contract.

5.1.9. The period of use of the external ambassadorship platform for employees shall be from 1 January 2026 to 31 December 2026.

5.1.10. The external ambassadorship platform for employees must have the following functionalities:

5.1.10.1. Possibility to appoint at least 3 (three) administrators on the platform and at least 10 (ten) content creators;

5.1.10.2. Possibility to segment uploaded content into an unlimited number of groups and subtopics;

5.1.10.3. Automatic planning of posts;

5.1.10.4. Content creators must be able to create content on the platform in several languages, for later use by the Users;

5.1.10.5. Possibility for the Users to suggest posts;

5.1.10.6. Possibility for the Users to publish their personal posts on the platform for their social media;

5.1.10.7. The platform must be equipped with gamification elements accessible to the User;

5.1.10.8. Analytics tools for the Users and the Group;

5.1.10.9. Platform customization;

5.1.10.10. Campaign and event tagging;

5.1.10.11. Urchin Tracking Module (UTM);

5.1.10.12. Single Sign-On (SSO) and System for Cross-domain Identity Management (SCIM) functionality;

5.1.10.13. Possibility to use Custom Vanity URL of the Group.

5.1.11. The external ambassadorship platform for employees must support the Group's domains: *ignitis.lt*, *ignitis.lv*, *ignitis.pl*, *ignitis.ee*.

5.1.12. The external ambassadorship platform for employees must be in at least 5 (five) languages: Lithuanian, English, Latvian, Polish and Estonian.

5.1.13. The Services must include:

5.1.13.1. Proactive Service Provider Support and Customer Success;

5.1.13.2. Security Review.

5.1.14. The external ambassadorship platform for employees must work in the browsers (*Google Chrome*, *MS Edge*, *Safari*, *Firefox*) without the need to install any additional functionalities.

5.1.15. Access to the external ambassadorship platform for employees must be secured by HTTPS (HyperText Transfer Protocol Secure) protocol.

5.1.16. The Services must be provided according to the Software as a Service (SaaS) principle, ensuring 99.5% uptime per calendar year.

5.1.17. The Services must comply with the General Data Protection Regulation (GDPR) requirements for the processing and storage of personal data.

5.1.18. Data security must be ensured in accordance with ISO 27001 or equivalent security standard(s).

5.1.19. The Service Provider must ensure the registration of and response to incidents by providing for a maximum response time of 24 (twenty-four) hours to critical failures of the external ambassadorship platform for employees (e.g. when posts cannot be published on social media, posts cannot be published on the platform, analytical data on the Online Dashboard is not updated).

5.1.20. Requirements for the app:

5.1.20.1. The external ambassadorship platform for employees must have an app that runs on at least 2 (two) operating systems: iOS and Android;

5.1.20.2. The app must allow Users:

a. To receive push notifications about new content, campaigns, invitations, gamification elements;

b. To share content directly in the app across their social media (*Facebook*, *LinkedIn*, *X*, *Instagram*);

c. To suggest their posts for the platform;

d. To see personal statistics (engagement, reach, points for gamification, etc.);

5.1.20.3. The app must be regularly updated and supported by the Service Provider.

## **6. QUALITY AND CORRECTION OF DEFECTS**

6.1. Non-compliance with the requirements of this Technical Specification and legal acts that apply to the quality of the Services is considered to be defects of the Services and/or the deliverables of the Services.

6.2. The Client has the right to approach the Service Provider for correction of the defects of the Services and/or the deliverables of the Services no later than within 5 (five) business days after the date of recording the defects.

6.3. A term of 3 (three) business days is set for correction of defects in the deliverables of the Services identified by the Client.

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## **7. OTHER REQUIREMENTS**

7.1. Additional requirements specified in Appendix No. 1 to this Technical Specification shall apply to the Service Provider and the Services he provides. The application of and compliance with these requirements shall apply to the Service Provider and the Services he provides throughout the entire term of the Contract.

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## **8. ANNEXES**

8.1. Technical requirements.

## TECHNINĖ SPECIFIKACIJA

### 1. SĄVOKOS IR SUTRUMPINIMAI

- 1.1. **Klientas** – UAB „Ignitis grupės paslaugų centras“
- 1.2. **Paslaugų teikėjas** – ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, su kuriuo Klientas sudaro Sutartį.
- 1.3. **Sutartis** – Sutartis, sudaroma tarp Kliento ir Paslaugų teikėjo dėl Pirkimo objekto.
- 1.4. **Paslaugos** – Darbuotojams skirta išorinės ambasadorystės platforma.
- 1.5. **Užsakymas** – Sutarties pagrindu Paslaugų teikėjui tekstiniu pranešimu, elektroniniu paštu ir (ar) per Kliento nurodytą informacinę sistemą teikiamas rašytinis dokumentas, kuriame nurodomi Paslaugų kiekiai, pristatymo adresai ir terminas.
- 1.6. **Naudotojas** – AB „Ignitis grupė“ darbuotojas, kuriam suteikta prieiga ir teisė naudotis Darbuotojams skirta išorinės ambasadorystės platforma.

### 2. PIRKIMO OBJEKTAS

- 2.1. Darbuotojams skirta išorinės ambasadorystės platforma.
- 2.2. Atsižvelgiant į tai, kad Klientas veikia kaip AB „Ignitis grupė“ (toliau – Grupė) įmonių grupės centrinė perkančioji organizacija, Pirkimo objektas įsigyjamas ir gali būti teikiamas tiek Kliento, tiek bet kurios Grupės įmonės naudai ir interesais. Įmonė, kurios naudai bus užsakomas Pirkimo objektas, bus nurodoma Užsakyme.

### 3. PIRKIMO OBJEKTO APIMTYS

- 3.1. Paslaugų kiekiai pateikiami žemiau esančioje Lentelėje Nr. 1:

**Lentelė Nr. 1**

Eil. Nr.	Paslaugų pavadinimas	Mato vnt.	Kiekis Sutarties galiojimo laikotarpiu
1.	Išorinės ambasadorystės platforma leidžianti darbuotojams tapti Grupės ir jai priklausančių įmonių ambasadoriais socialiniuose tinkluose: su 250 naudotojų licencija; SSO-SCIM jungties modulis ir Individualizuotas UTM sekimas.	vnt.	1

### 4. PASLAUGŲ TEIKIMO VIETA

- 4.1. Paslaugos teikiamos: Nuotoliniu būdu.

### 5. REIKALAVIMAI PIRKIMO OBJEKTUI

- 5.1. Pirkimo objekto aprašymas:

- 5.1.1. Perkama Grupės darbuotojams skirta išorinės ambasadorystės platforma.
- 5.1.2. Darbuotojams skirta išorinės ambasadorystės platforma, skirta darbdavio (Grupės) įvaizdžio stiprinimui, įgalinant darbuotojų komunikacijos veiksmus socialiniuose tinkluose (*Facebook, LinkedIn, X, Instagram*), naudojantis darbuotojų asmeninėmis socialinių tinklų paskyromis.
- 5.1.3. Darbuotojams skirta išorinės ambasadorystės platforma turi suteikti neperleidžiamą teisę Grupės įgaliotiems Naudotojams (darbuotojams) naudotis platformos paslaugomis prenumeratos laikotarpiu (nuo 2026 m. sausio 1 d. iki 2026 m. gruodžio 31 d.).
- 5.1.4. Darbuotojams skirta išorinės ambasadorystės platformoje turi būti įdiegta išsami analizės sistema, leidžianti realiu laiku stebėti ir analizuoti:
- 5.1.4.1. Darbuotojų – ambasadorių kiekį;
  - 5.1.4.2. Kiek vienetų įrašų buvo pasidalinta per platformą;
  - 5.1.4.3. Darbuotojų komunikacijos pasiekiamumą (*angl. Reach*), įsitraukimą (*angl. Engagement*), sekėjų (*angl. Followers*) skaičiaus pokytį, paspaudimus (*angl. Clicks*);
  - 5.1.4.4. Socialinių tinklų naudojamo ataskaitas;
  - 5.1.4.5. Sugeneruoto srauto, investicijų grąžos (*angl. Return on Investment (ROI)*) rodiklius.
- 5.1.5. Klientui turi būti suteikta ne mažiau kaip 250 (du šimtai penkiasdešimt) Naudotojų licencijų naudotis platforma.
- 5.1.6. Darbuotojams skirtos išorinės ambasadorystės platformos prenumerata (galimybė naudotis platforma) priskiriama vienam unikaliam Naudotojui, išskyrus atvejus, kai teisė naudotis Darbuotojams skirta išorinės ambasadorystės platforma perleidžiama kitam Naudotojui. Tokiu atveju ankstesnis Naudotojas netenka priegios naudotis Darbuotojams skirta išorinės ambasadorystės platforma.

- 5.1.7. Išėjus iš darbo Naudotojo paskyra turi deaktyvuotis automatiškai, palikdama tik duomenis ataskaitoje.
- 5.1.8. Paslaugų teikėjas privalo paskirti darbuotoją, kuris Sutarties vykdymo metu Klientui galės teikti konsultacijas, techninę pagalbą.
- 5.1.9. Darbuotojams skirtos išorinės ambasadorystės platformos naudojimosi periodas numatomas nuo 2026 m. sausio 1 d. iki 2026 m. gruodžio 31 d.
- 5.1.10. Darbuotojams skirta išorinės ambasadorystės platforma turi turėti šiuos funkcionalumus:
- 5.1.10.1. Galimybė skirti bent 3 (tris) administratorius platformoje ir bent 10 (dešimt) turinio kūrėjų;
  - 5.1.10.2. Galimybė segmentuoti keliamą turinį pagal neribotą grupių ir potemių kiekį;
  - 5.1.10.3. Automatinis įrašų planavimas;
  - 5.1.10.4. Turinio kūrėjai turi galėti kurti turinį platformoje keliomis kalbomis, kuris vėliau būtų naudojamas Naudotojų;
  - 5.1.10.5. Galimybė Naudotojams patiems siūlyti įrašus;
  - 5.1.10.6. Galimybė Naudotojams patiems publikuoti asmeninius įrašus platformoje į savo socialinius tinklus;
  - 5.1.10.7. Platformoje turi būti įdiegti ir Naudotojui prieinami žaidybinimo (geimifikacijos) elementai;
  - 5.1.10.8. Analizės įrankiai Naudotojams ir Grupei;
  - 5.1.10.9. Platformos personalizavimas;
  - 5.1.10.10. Kampanijų ir renginių/įvykių žymėjimas;
  - 5.1.10.11. Nuorodų sekimas (*angl. Urchin Tracking Module (UTM)*);
  - 5.1.10.12. Vieningo prisijungimo (*angl. Signe Sign On (SSO)*) ir naudotojų valdymo (*angl. System for Cross – Domain Identity Management (SCIM)*) funkcionalumas;
  - 5.1.10.13. Galimybė naudoti individualų Grupės domeną (*angl. Custom Vanity URL*).
- 5.1.11. Darbuotojams skirta išorinės ambasadorystės platforma turi palaikyti Grupės naudojamus domenus: *ignitis.lt, ignitis.lv, ignitis.pl, ignitis.ee*.
- 5.1.12. Darbuotojams skirtoje išorinės ambasadorystės platformoje turi būti įdiegtos ne mažiau kaip 5 (penkios) kalbos: lietuvių, anglų, latvių, lenkų ir estų kalbos.
- 5.1.13. Paslaugos turi apimti:
- 5.1.13.1. Proaktyvų Paslaugų teikėjo pagalbos ir sėkmės (*angl. Customer Success*) palaikymą;
  - 5.1.13.2. Saugumo peržiūrą (*angl. Security Review*).
- 5.1.14. Darbuotojams skirta išorinės ambasadorystės platforma turi veikti interneto naršyklėse (*Google Chrome, MS Edge, Safari, Firefox*) be papildomų funkcionalumų diegimo.
- 5.1.15. Prieiga prie Darbuotojams skirtos išorinės ambasadorystės platformos turi būti užtikrinta per HTTPS (*angl. HyperText Transfer Protocol Secure*) protokolą.
- 5.1.16. Paslaugos turi būti teikiamos debesijos (*angl. Software as a Service (SaaS)*) principu, užtikrinant 99,5 % pasiekiamumą (*angl. Uptime*) per kalendorinius metus.
- 5.1.17. Paslaugos turi atitikti Bendrąjį duomenų apsaugos reglamentą (*BDAR, angl. General Data Protection Regulation (GDPR)*) reikalavimus dėl asmens duomenų tvarkymo ir saugojimo.
- 5.1.18. Duomenų saugumas turi būti užtikrintas pagal ISO 27001 standartą arba jam lygiavertį saugumo standarto (-ų) reikalavimus.
- 5.1.19. Paslaugų teikėjas privalo užtikrinti incidentų registravimą ir reagavimą, numatant ne ilgesnį kaip 24 (dvidešimt keturių) valandų reagavimo laiką į kritinius Darbuotojams skirtos išorinės ambasadorystės sutrikimus (pvz.: jeigu įrašai nesipublikuoja į socialinius tinklus, jeigu nesipublikuoja įrašai platformoje, jeigu neatsinaujina analitiniai duomenys internetinėje platformoje (*angl. Online Dashboard*)).
- 5.1.20. Reikalavimai mobiliajai programėlei:
- 5.1.20.1. Darbuotojams skirta išorinės ambasadorystės platforma turi turėti mobiliąją programėlę (*angl. App*), pritaikytą naudojimui bent 2 (dviems) operacinėms sistemoms – iOS ir Android;
  - 5.1.20.2. Mobilioji programėlė turi leisti Naudotojams:
    - a. Gauti pranešimus (*angl. Push Notifications*) apie naują turinį, kampanijas, kvietimus, žaidybinimo elementus;
    - b. Tiesiogiai per mobiliąją programėlę dalintis turiniu savo socialiniuose tinkluose (*Facebook, LinkedIn, X, Instagram*);
    - c. Siūlyti savo įrašus platformai;
    - d. Matyti asmeninę statistiką (įsitraukimą, pasiekiamumą, taškus už žaidybinimą ir pan.).
  - 5.1.20.3. Mobilioji programėlė turi būti nuolat atnaujinama ir palaikoma Paslaugų teikėjo.

## 6. KOKYBĖ IR TRŪKUMŲ PAŠALINIMAS

- 6.1. Paslaugų ir (ar) Paslaugų rezultato trūkumais laikomi neatitikimai šios Techninės specifikacijos reikalavimams ir teisės aktams, reglamentuojantiems Paslaugų kokybę.
- 6.2. Klientas turi teisę kreiptis į Paslaugų teikėją dėl Paslaugų ir (ar) Paslaugų rezultato trūkumų pašalinimo ne vėliau kaip per 5 (penkias) darbo dienas nuo trūkumų užfiksavimo dienos.

6.3. Kliento nustatytiems Paslaugų rezultato trūkumams šalinti nustatomas 3 (trijų) darbo dienų terminas.

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## **7. KITI REIKALAVIMAI**

7.1. Paslaugų teikėjui ir jo teikiamoms Paslaugoms taikomi papildomi reikalavimai, nurodyti šios Techninės specifikacijos priede Nr. 1. Šių reikalavimų taikymas ir laikymasis galioja Paslaugų teikėjui ir jo teikiamoms Paslaugoms visą Sutarties galiojimo laikotarpį.

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## **8. PRIEDAI**

8.1. Techniniai reikalavimai.