

Lightdash Services Agreement

This Lightdash Services Agreement is entered into on the Effective Date of an Order Form between the Company (referred to as the “Seller” in the Order Form) and the Customer (referred to as the “Customer” in the Order Form). This Agreement includes and incorporates the above Order Form, any additional Commercial Terms, and the Terms and Conditions below, including all attached Exhibits. In the event of a conflict between the terms of the Order Form, Commercial Terms and the Terms and Conditions, the Order Form shall prevail. In the event of a conflict between any additional Commercial Terms and the Terms and Conditions, the Commercial Terms shall prevail. In the event of a conflict between the Terms and Conditions and the Exhibits, the Exhibits shall prevail.

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings:

Authorised Users means the employees and consultants of the Customer who the Customer has authorised to access the Software and Documentation;

Business Day(s) means a day other than a Saturday or a Sunday or a public holiday in England and Wales;

Company IPR's means the Intellectual Property Rights set out in clause 8.1;

Confidential Information means any information disclosed to the other party in connection with this Agreement that is marked as “confidential”, described as “confidential” or which ought reasonably to have been understood by the other party at the time of disclosure as being confidential and including: (i) the terms and conditions of this Agreement; (ii) in respect of Company's Confidential Information, the Software and Documentation and all know-how, information and code relating thereto and all information concerning the operation of the Services; and (iii) in respect of the Customer's Confidential Information, the Customer Data;

Customer Data means all data, information, works and materials of any kind which: (i) may be uploaded to, stored within or processed by the Software by or on behalf of the Customer or any Authorised User or by any person or application using the Customer's account; or (ii) are otherwise provided to the Company by or on behalf of the Customer for the purposes of the provision or management of the Software or Services;

Customer's Equipment means the equipment set out in clause 3.4;

Data Processing Agreement means the Company's data processing agreement set out in Exhibit C;

Documentation means the documentation provided or made available in respect of the Services by the Company, including instructions on the Software's use, as updated from time to time by the Company;

Effective Date means the first day of the “Purchased date range” specified in the attached Order Form.

Excluded Event means: (i) misuse, incompetence, or other error of a user of the Software or erroneous or incorrectly prepared Customer Data; (ii) failure to access or use the Software in accordance with the terms of this Agreement, the Documentation or Company's instructions; (iii) any change, addition or variation to the Software or its operating environment outside Company's normal procedures made by or at the request of the Customer; (iv) any change, addition, variation or repair to the Software other than those carried out by Company; (v) use of the Software in combination with other systems, software or equipment of the Customer (or any third party) not approved by Company; (vi) any outages of utilities or connections, any telecommunications network defect, delay or failure or failure of the Customer's hardware or other systems; and/or (vii) any failure in performance of the Software or its availability caused by matters other than the hardware, software, networks, databases and other information technology equipment owned or controlled by Company;

Fees means the fees set out in the Order Form as updated from time to time in accordance with the terms of this Agreement together with any additional fees that are payable to the Company pursuant to this Agreement;

Financial Distress Event means where the Customer receives any demand for repayment of lending facilities or Company concludes in its discretion that: (i) the financial position of the Customer has deteriorated to such an

extent that its ability to pay the Fees or otherwise comply with the terms of this Agreement is put in jeopardy; or (ii) the Customer takes any steps in anticipation of or has no realistic prospect of avoiding an Insolvency Event;

Force Majeure Event means the force majeure events set out in clause 12;

Implementation Services means the implementation services as set out in the Order Form;

Insolvency Event means any corporate action, application, petition, order, proceeding or appointment or other step is taken or made by or in respect of a party for any composition, compromise or arrangement with its creditors generally, any restructuring plan, any moratorium, its winding-up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, bankruptcy or receivership or the appointment of a receiver or manager over all or any part of its undertaking, assets or income, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which that party is incorporated, resident or carries on business;

Intellectual Property Rights means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

Initial Service Term means the period accounting for the full Purchased Date Range as per the above Order Form unless terminated earlier or extended by written agreement between the parties.

Liability means all and every type of liability Company has or may have arising out of or in connection with this Agreement, the Services, including but not limited to, liability: (i) for or in breach of contract, repudiation, renunciation, restitution, misrepresentation, negligence, other tort or breach of statutory duty; (ii) under any indemnity or arising from any express right or remedy; (iii) caused by any total or partial failure or delay in supply of the Services; or (iv) arising from deliberate actions or omissions, and in each case, however fundamental the result;

Malicious Software means any software program or code intended to destroy, interfere with, corrupt or have a disruptive effect on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether such software program or code is introduced wilfully, negligently or without knowledge of its existence;

Order Form means the order form attached to these terms and conditions;

Policy means the policies referred to in clause 3.2;

Renewal Term means the renewal term set out in clause 6.1;

SaaS Service Fees means those fees set out in the Order Form attributable to the SaaS Services only;

SaaS Services means the SaaS services set out in the Order Form;

Services means the SaaS Services and Support Services together with any other services provided pursuant to this Agreement;

Service Capacity means the limit of Authorised Users of the Customer, as set out in the Order Form;

Services Credits means the service credits set out in Exhibit A and Exhibit B;

Service Level Terms means the service level terms set out in Exhibit A;

Software means the web-based software application listed in the Order Form and made available by Company;

Support Services means the services set out in Exhibit B;

Term means the Initial Service Term and any Renewal Term; and

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.1. References to statutes or statutory provisions shall be construed to include references to those statutes or statutory provisions as amended or re-enacted from time to time and shall include any orders, regulations, instruments or other subordinate legislation under them.
- 1.2. Reference to a party to this Agreement shall include its personal representatives, successors in title and permitted assigns.
- 1.3. Unless expressly stated to the contrary in this Agreement:
 - 1.3.1. words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.3.2. a reference to a recital, clause or Exhibit is a reference to a recital or clause of or Exhibit to this Agreement and a reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears;
 - 1.3.3. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. SAAS SERVICES AND SUPPORT

- 2.1. Subject to the terms of this Agreement and the Customer at all times complying with its terms, including paying the Fees, the Company hereby grants to the Customer a non-exclusive, non-transferable right and licence during the Term of this Agreement to access and use the SaaS Services and Documentation, in accordance with this Agreement, for the purposes of:
 - 2.1.1. Authorised Users
 - 2.1.2. Service Capacity; and
 - 2.1.3. solely for the Customer's internal business purposes.
- 2.2. The Company shall for the purpose of clause 2.1 above supply the Customer with an administrative email and password for Customer's account to give them access to the Software. The Company reserves the right to refuse registration of, or cancel passwords it deems insecure.
- 2.3. Subject to the terms of this Agreement, the Company shall use its reasonable endeavours to (i) provide the Customer the SaaS Services in accordance with the Service Level Terms. and (ii) provide the Support Services.
- 2.4. The Customer shall:
 - 2.4.1. ensure only its Authorised Users access the Services and Documentation;
 - 2.4.2. not sub-licence, transfer or loan the Services or Documentation;
 - 2.4.3. ensure that access codes are kept secure and confidential; and
 - 2.4.4. ensure that the Services are only used in a proper manner and for lawful purposes in accordance with this Agreement.
- 2.5. For the avoidance of doubt, the Customer shall have no rights to access or use the object code or source code of the Software.
- 2.6. The Company may suspend the Customer's access to the Services at any time if the Company identifies a technical, operational or security risk associated with that access.
- 2.7. The Company shall be permitted to audit the Customer's use of the Services at any time and the Customer shall grant the Company access (with reasonable advance notice) to any premises, equipment, records and systems of the Customer for the purposes of determining the Customer's compliance with the terms of the Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1. The Customer shall not, directly or indirectly: (i) copy, modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorised within the Services), disassemble, decompile or reverse engineer the whole or any part or element of the Software, except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties; (ii) access the Services or any part of them in order to develop a competing product or service; (iii) use the Services to receive, store or transmit material or data that is obscene,

threatening, offensive, discriminatory, defamatory or in breach of confidence, infringes Intellectual Property Rights or other rights, give rise to any cause of action against the Company in any jurisdiction or is otherwise unlawful; (iv) transmit, introduce or permit the introduction of any Malicious Software or Vulnerability; and (v) remove any proprietary notices or labels, and where the Company reasonably suspects that there has been a breach of this clause, it may suspend the Customer's access to the Services and Documentation.

- 3.2. The Customer represents, covenants, and warrants that the Customer shall use the Services only in compliance with the Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. The Customer hereby agrees to indemnify and hold harmless the Company against all claims, demands, costs (including on a full indemnity basis), damages, losses, liabilities, settlements, and expenses incurred by the Company as a result of a claim that arises from an alleged violation of the foregoing or otherwise from the Customer's use of the Services or breach of the Services. Although the Company has no obligation to monitor the Customer's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 3.3. The Customer shall: (i) provide the Company with all co-operation, assistance and access to information and premises, in a timely manner, as may be required by the Company to enable it to carry out its obligations under this Agreement; (ii) be responsible for its network connections, telecommunications links (including access to the internet) and systems in relation to the Services and ensure they comply with the requirements set out by the Company from time to time; (iii) procure and maintain all other licences and permissions necessary for the Company to access and use the Services; (iv) prevent unauthorised access to the Services and notify the Company immediately upon becoming aware of any such unauthorised access; and (v) comply with all applicable laws in relation to its activities under this Agreement.
- 3.4. The Customer is responsible for any equipment together with its maintenance and any ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Customer's Equipment"). The Customer shall also be responsible for maintaining the security of the Customer's Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Customer's Equipment with or without Customer's knowledge or consent.
- 3.5. The Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent to the use of such communications facilities and the Company shall have no Liability in respect thereof.

4. CONFIDENTIALITY

- 4.1. Without prejudice to any other rights and remedies it may have, each party shall treat as confidential any Confidential Information of the other and shall not divulge such Confidential Information to a third party nor make any use of such Confidential Information (other than in performance of this Agreement) without the other party's prior written consent.
- 4.2. Each party agrees that the foregoing shall not apply with respect to any information that the receiving party can document: (i) is or becomes generally available to the public; (ii) was in the receiving party's possession or known by it prior to receipt; (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the other party; or (v) is trivial and/or obvious.
- 4.3. Nothing in this Agreement shall prevent a party from disclosing Confidential Information: (i) to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under this Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause; (ii) to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and (iii) as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules or any regulatory authority.
- 4.4. The Customer permits the Company to make reference to the Customer and use its logo to identify the Customer as a recipient of the Services in the Company's publicity materials.

5. PAYMENT OF FEES

- 5.1. The Customer shall pay the Company the Fees as per the Payment Terms for the Services in accordance with this Agreement. All Fees and payments to be made by the Customer under this Agreement shall be exclusive of VAT and any other taxes, which shall be payable by the Customer wherever relevant at the rate and in the manner from time to time prescribed by law.
- 5.2. If the Customer's use of the Services exceeds the Service Capacity the Company shall be entitled to charge the Customer an additional amount equal to the Fees for such usage and the Customer agrees to pay the additional fees in the manner provided herein.
- 5.3. The Company reserves the right to change the Fees by giving at least thirty (30) days prior written notice to the Customer (which may be sent by email), such changes to the Fees shall only take effect on the date of expiry of the Initial Service Term or any Renewal Term. Upon receipt of the notification of the change to the Fees the Customer may, at its discretion terminate the Agreement by giving at least fifteen (15) days prior written notice to the Company. Such termination can only take effect on the date of the expiry of the Initial Service Term or any Renewal Term.
- 5.4. If the Customer believes that the Company has invoiced the Customer incorrectly, the Customer must contact the Company by no later than sixty (60) days from the date of invoice. The Customer shall not be entitled to raise any queries for invoices older than sixty (60) days.
- 5.5. The Company may issue an invoice in respect of the Fees: (i) for the Initial Service Term, from the Effective Date; and (ii) for any Renewal Term, from the date fifteen (15) prior to the commencement date of that Renewal Term.
- 5.6. The Customer shall pay to the Company the total amount of each invoice in US Dollars (\$) (unless otherwise agreed by the Company in writing) as per the agreed payment method as stated in the Payment Terms of the Order Form within thirty (30) days after the date of the applicable invoice.
- 5.7. If the Customer fails to make any payment when due, the Company may charge interest at a rate of 1.5% per month on any outstanding balance, plus all expenses of collection.
- 5.8. If payment of any amount due from the Customer is overdue by 5 days or more or a Financial Distress Event occurs, the Company may: (i) suspend access to and the right to use the Services; and/or (ii) amend the terms set out in this clause 5 including to reduce the period for payment set out in clause 5.6, by providing at least 5 days' notice to the Customer.
- 5.9. All amounts due to the Company under this Agreement shall be paid in full without any set off, abatement, cross claim, deduction or withholding of any kind other than as required by law.

6. TERM AND TERMINATION

- 6.1. This Agreement commences on the Effective Date and, subject to earlier termination in accordance with its terms, continues until expiry of the Initial Service Term, and continues thereafter for successive periods of the same duration as the Initial Service Term ("Renewal Term"), unless and until terminated by either party giving the other at least thirty (30) days' written notice, such termination can only take effect on the date of the expiry of the Initial Service Term or any Renewal Term.
- 6.2. Without prejudice to any other rights or remedies it may have and in addition to any other rights to terminate, either party may terminate this Agreement at any time with immediate effect by giving written notice to the other party if the other party:
 - 6.2.1. commits an irremediable material breach of this Agreement;
 - 6.2.2. commits a material breach of this Agreement which is capable of being remedied but has failed to remedy such breach within thirty (30) days after having received written notice from the terminating party requiring the same; or
 - 6.2.3. suffers an Insolvency Event.
- 6.3. The Company may terminate this Agreement at any time with immediate effect by giving written notice to the Customer if:
 - 6.3.1. payment of any amount due from the Customer is overdue by 14 days or more;
 - 6.3.2. the Customer suspends or ceases, or threatens to suspend or ceases, carrying on all or a substantial part of its business; or
 - 6.3.3. a Financial Distress Event occurs.
- 6.4. Termination or expiry of this Agreement shall not affect: (i) any right or liabilities which have accrued prior to the date of its termination or expiry; or (ii) the continuance in force of any provision hereof which is expressly or by implication is intended to come into or continue in force after termination or expiry.
- 6.5. Upon termination or expiry of this Agreement: (i) all rights to access and use the Services granted by the Company under this Agreement and the Customers access to the Services and Documentation

(including access to the Customer Data) shall cease; (ii) the Company shall issue an invoice in respect of all outstanding Fees, and the Customer shall pay such invoice in accordance with clause 5.6. and (iii) all Customer Data will be deleted within 60 days.

7. WARRANTY AND DISCLAIMER

- 7.1. The Company shall (i) perform its obligations under this Agreement with reasonable skill and care; and (ii) the Software will perform substantially as described in the Documentation.
- 7.2. Notwithstanding clause 7.1, the Company does not warrant or represent that: (i) the Software will be free from faults, interruptions, viruses, Vulnerabilities or errors; (ii) the Software will be available 100% of the time; or (iii) the Software will be compatible with any devices or software not specifically identified as compatible in this Agreement or the Documentation.
- 7.3. The Customer accepts responsibility for the selection of the Software to meet its requirements and to achieve its intended results, for results obtained from the use of the Software by the Customer on its behalf and for conclusions drawn from such use. The warranty at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company.
- 7.4. Any service activation or performance dates given by the Company are given in good faith but are estimates only and time shall not be of the essence in respect of them.
- 7.5. The Company shall have no Liability under clause 7.1 or otherwise where the failure arises as a result of an Excluded Event.

8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 8.1. Notwithstanding any other provision of this Agreement, all Intellectual Property Rights in the Software and Documentation or arising from the Services or any other services provided by or on behalf of the Company ("Company IPRs") belong to the Company and/or its licensors exclusively and the Customer shall have no rights in relation to them other than the limited rights of access and use granted in accordance with the express terms of this Agreement. If notwithstanding this, any Company IPRs are acquired by the Customer (including any new Company IPRs), the Customer hereby assigns all such Company IPRs to the Company.
- 8.2. Subject to clause 10 and the remainder of this clause 8, the Company shall indemnify the Customer for the amount awarded against the Customer as damages by a court of competent jurisdiction or paid by the Customer in settlement of a claim arising as a result of the Company's infringement of a third party's intellectual property rights.
- 8.3. The provisions of clause 8.2 shall not apply: (i) if the Customer does not comply with clause 8.4; or (ii) in respect of any event or claim which is attributable to an Excluded Event.
- 8.4. The provisions of clause 8.2 shall not apply unless the Customer: (i) promptly informs the Company of any actual, potential, threatened or alleged infringement or claim; (ii) gives the Company sole authority to defend or settle (at the Company's discretion) all claims and conduct all negotiations, proceedings and litigation and does not make any admission as to liability or compromise or agree to any settlement of any infringement claim without the prior written consent of the Company; and (iii) provides all assistance and information reasonably required by the Company in connection with any potential or actual claim and, if the Company so requests, joins in any court or other proceedings relating to such infringement.
- 8.5. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by the Company to be infringing, the Company may, at its sole option and expense (i) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for the Customer a licence to continue using the Services, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Services. This clause 8.5 is the Customer's sole and exclusive remedies in respect of any such claim or allegation.

9. CUSTOMER DATA AND USAGE DATA

- 9.1. The Customer shall own all right, title and interest in and to the Customer Data. The Customer shall have sole responsibility for the legality, integrity, accuracy, and quality of the Customer Data.
- 9.2. The Company shall be entitled to store, copy and use the Customer Data to the extent necessary to fulfil its obligations and exercise its rights under this Agreement.
- 9.3. The Customer warrants and represents to the Company that the Customer Data and its use by the Company in accordance with the terms of this Agreement will not breach any laws, infringe any person's Intellectual Property Rights or other rights or give rise to any cause of action against the Company in any jurisdiction. Any breach by the Customer of this clause will be deemed to be an irremediable material breach of this Agreement for the purposes of clause 6.2.1.
- 9.4. The Customer shall be responsible for the back-up of its own data (including the Customer Data) at all times and shall ensure that all Customer Data is properly backed up on its own systems.
- 9.5. Subject to clause 10.3, the Company shall have no Liability for any disclosure or unauthorised access to the Customer Data caused by any third party (excluding any Company sub-contractors).
- 9.6. The Customer shall indemnify and hold harmless the Company at all times against all claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by the Company as a result of a claim arising as a result of the Customer's breach of clause 9.3.
- 9.7. Notwithstanding anything to the contrary, the Company shall have the right collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and the Company shall be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licences are granted except as expressly set forth herein

10. LIMITATION OF LIABILITY

- 10.1. Subject to clauses 10.2 and 10.3, the Company's total aggregate Liability in respect of all claims of any kind arising out of or in connection with this Agreement, shall be limited to 125% of the Fees (exclusive of VAT and any other taxes and disbursements).
- 10.2. Notwithstanding any other provision of this Agreement, but subject to clause 10.3, the Company shall have no Liability, in each case whether suffered by the Customer or any third party, for any:
 - 10.2.1. direct or indirect loss of or damage to: (i) profit; (ii) revenue; (iii) business; (iv) contracts; (v) opportunities; (vi) data; (vii) goodwill; (viii) reputation; and (ix) use;
 - 10.2.2. wasted costs;
 - 10.2.3. indirect or consequential loss or damage;
 - 10.2.4. loss or damage suffered by Customer as a result of a claim brought by a third party except as set out in clause 8.2.
- 10.3. The Company's Liability shall not be limited or excluded by any provision of this Agreement or otherwise to the extent prohibited or limited by law and in particular nothing shall exclude or limit its Liability:
 - 10.3.1. for death or personal injury caused by its negligence to the extent prohibited by law; or
 - 10.3.2. for fraudulent misrepresentation or other fraud.
- 10.4. The Company's obligations regarding the standards for and quality of the Services are only as set out in the express terms of this Agreement. All other duties, warranties, conditions, terms and liabilities in respect of the quality of the Services that are imposed on the Company by law (including without limitation terms implied by statute, common law or otherwise) are excluded except to the extent such exclusion is prohibited or limited by law and the Software and the Documentation are provided on an "as is" basis.

11. PERSONAL DATA

- 11.1. The provisions of Exhibit C shall apply in respect of the processing of Personal Data and forms part of this Agreement.

12. FORCE MAJEURE

- 12.1. The Company shall not be liable (and shall not be in breach) for any delay in or failure to perform its obligations under this Agreement if such delay or failure results from circumstances beyond its reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving the workforce of the Company or of any other party), acts of God, epidemics, pandemics, civil emergencies, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, judgment or court order or export or import restriction, failure of any government or public authority to grant a necessary licence or consent, accident, failure or breakdown of plant, machinery, systems or vehicles, natural disasters, fire, flood, extreme weather conditions, power failure, failure of telecommunications networks, hacker attacks, denial of service attacks, virus or other Malicious Software attacks or infections or default of suppliers or sub-contractors ("Force Majeure Event") and any timescales or dates for performance of such obligations shall be extended to take account of the impact of the Force Majeure Event.

13. MISCELLANEOUS

- 13.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 13.2. The Customer shall not without the prior written consent of the Company assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under this Agreement.
- 13.3. The Company may transfer, assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under this Agreement without consent. The Customer shall enter into any documentation reasonably required by the Company in order to affect any such transfers to third parties.
- 13.4. Each party acknowledges and agrees that: (i) in entering into this Agreement it does not rely on and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to this Agreement or not) which is not expressly set out in this Agreement; and (ii) no party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement, representation, warranty or other term which is expressly set out in this Agreement.
- 13.5. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 13.6. Any notice given under this Agreement shall be in writing (but excluding fax transmission) and may be served by (i) leaving it at; or (ii) by sending it by pre-paid first-class post or recorded delivery; (iii) or by email to, the intended recipients address. The address and email address of a party for service of notices is the address and email address set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when (i) if delivered by hand, at the time the notice is left at the recipient's address; or (ii) if sent by pre-paid first class post or recorded delivery, forty-eight hours from the date of posting; or (iii) if sent by email, at the time of transmission. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.
- 13.7. No provision of this Agreement shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 13.8. No variation of this Agreement shall be effective unless and until it is made in writing and signed by each of the parties to this Agreement or on their behalf by duly authorised representatives.
- 13.9. This Agreement shall be governed by the laws of England and Wales without regard to its conflict of law's provisions.
- 13.10. The parties to this Agreement irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

Exhibit A

Service Level Terms

1. Software availability

- 1.1. The Company shall provide an uptime of 99% for the Software in each calendar month excluding holidays and weekends in the UK ("Uptime"). The following Downtime is excluded when calculating Uptime.
- 1.2. "Downtime" means periods of time when the Software is not available to the Customer which for the avoidance of doubt does not include any periods when the Software is not functional or available as a result of:
 - 1.2.1. holidays and weekends in the UK;
 - 1.2.2. any maintenance or delivery of scheduled updates carried out in accordance with paragraph 1.3 below;
 - 1.2.3. outages of any third party connection;
 - 1.2.4. any blocking of data communications or other Services carried out in accordance with the Company's Policy;
 - 1.2.5. other reasons beyond the Company's control;
 - 1.2.6. a Force Majeure Event; or
 - 1.2.7. an Excluded Event.
- 1.3. The Company may interrupt the availability of the Software:
 - 1.3.1. to undertake scheduled maintenance or deliver scheduled updates; and
 - 1.3.2. at any time to perform emergency maintenance.

2. Service credits

- 2.1. Subject to the terms of this Agreement, if Uptime is less than 99% in any calendar month, the Customer shall become entitled to claim for Service Credits as specified below:
 - 2.1.1. Downtime: After 2 hours of Downtime, if there is 60 minutes or more of consecutive Downtime from notification provided by the Customer to the Company,
 - 2.1.2. Service Credit: an amount equal to 1% of the monthly SaaS Service Fees, subject to a limit of one Service Credit per day and the Overall Limit.
- 2.2. Where Uptime is less than 99% in any calendar month, the Customer may make a claim for Service Credits if:
 - 2.2.1. the Customer has notified the Company of the Downtime within 24 hours of it becoming aware of the Downtime;
 - 2.2.2. the Customer can demonstrate to the Company's reasonable satisfaction that the Customer has been adversely impacted by the Downtime; and
 - 2.2.3. such claim must be raised within 30 days following the expiry of the calendar month in which the failure to achieve the Uptime occurred in.

The Customer may make a claim by contacting support@lightdash.com

- 2.3. If the Company receives a claim for Service Credits in accordance with paragraph 2.2 above, the Company shall:
 - 2.3.1. check the Uptime during that calendar month and either confirm or deny that the Customer may claim Service Credits; or
 - 2.3.2. if the Company confirms valid Service Credits are due, Service Credits shall be shown as a deduction from the amount due from the Customer to the Company in the next invoice then due to be issued under the Agreement. The Company shall not in any circumstances be obliged to pay any money or make any refund to the Customer.
- 2.4. The provision of a Service Credit shall be the sole and exclusive remedy and the Company's entire liability in connection with the Software failing to achieve the Uptime.
- 2.5. "Overall Limit" means the Company's total aggregate liability to pay Service Credits to the Customer pursuant to this Exhibit A which shall be limited to a sum equivalent to one (1) week of the SaaS Service Fees in any one (1) calendar month and in any event 100% of the SaaS Service Fees due from the Customer to the Company under this Agreement.
- 2.6. The Service Credits provided by the Company to the Customer shall reduce the limit set out in clause 10.1 of the Terms and Conditions.

Exhibit B

Support Terms

1. DEFINITIONS

The following definitions apply in this Exhibit B.

Customer Cause means any of the following causes: (i) any improper use, misuse or unauthorised alteration of the Software by the Customer; (ii) any use of the Software by the Customer in a manner inconsistent with the then-current Documentation; (iii) the use by the Customer of any hardware or software not provided by Company; or (iv) the use of a non-current version or release of the Software.

Helpdesk Support means support provided remotely by help desk technicians via Slack messaging service or email.

Out-of-scope Services means any services provided by the Company in connection with any apparent problem regarding the Software reasonably determined by the Company not to have been caused by a fault, but rather by a Customer Cause or a cause outside the Company's control (including any investigational work resulting in such a determination).

Support Hours means the hours of 9:00 am through 6:00 pm on Business Days in the UK.

Support Period means the Term and, if requested by the Customer, any period during which the Customer transfers to an alternate software provider.

Support Request means a request made by the Customer in accordance with this Exhibit B for support in relation to the Software.

Support Services means Helpdesk Support of the then-current version or release of the Software but excluding any Out-of-scope Services.

2. SUPPORT SERVICES

- 2.1. During the Support Period the Company shall perform Support Services during the Support Hours.
- 2.2. As part of the Support Services, the Company shall provide Help Desk Support by means of the following: (i) Slack messaging service; or (ii) email support@lightdash.com.
- 2.3. The Company may reasonably determine that any services are Out-of-scope Services. If the Company makes any such determination, it shall promptly notify Customer of that determination.

3. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 3.1. The Customer may request Support Services by way of a Support Request by means of: (i) Slack messaging service; or (ii) email support@lightdash.com
- 3.2. The Company shall:
 - 3.2.1. provide reasonable assistance on the use of the Software upon request via the helpdesk; and
 - 3.2.2. seek to respond to all Support Requests using the Slack messaging service or by email in accordance with the response time specified below:
 - 3.2.2.1. Support Request Response time: The Company shall respond to any Support Request within 2 Business Days.
 - 3.2.2.2. Response time Service Credit: An amount equal to 0.1% of the monthly SaaS Services Fees for each Business Day the Support Request is not responded to by the Company.
- 3.3. If the Company fails to respond to a Support Request within the relevant response time, the Customer may make a claim for Service Credits specified in the table above. Such claim must be raised within 30 days following the date on which the Company failed to achieve the response time. The Customer may make a claim by contacting the Company by means of (i) the Slack messaging service; or (ii) email support@lightdash.com

- 3.4. If the Company receives a claim for Service Credits in accordance with paragraph 3.3 above, the Company shall:
 - 3.4.1. check the Support Request and associated response time which the claim for Service Credits relates to; and
 - 3.4.2. if the Company confirms valid Service Credits are due, Service Credits shall be shown as a deduction from the amount due from the Customer to the Company in the next invoice then due to be issued under the Agreement. The Company shall not in any circumstances be obliged to pay any money or make any refund to the Customer
- 3.5. The provision of a Service Credit shall be the sole and exclusive remedy and the Company's entire liability in connection with the Software failing to achieve the Uptime.
- 3.6. The Service Credits provided by the Company to the Customer shall reduce the limit set out in clause 10.1 of the Terms and Conditions.
- 3.7. The Company's total aggregate liability to pay Service Credits to the Customer pursuant to this Exhibit B shall be limited to a sum equivalent to 20% of the monthly SaaS Service Fees in any one (1) calendar month and in any event 100% of the SaaS Service Fees due from the Customer to the Company under this Agreement.

Exhibit C

Data Processing

This Exhibit C forms part of this Agreement and shall be construed and have the same full force and effect as if expressly set out in the main body of the Agreement.

In the event that the Company processes Personal Data in the course of performing its obligations under this Agreement, the parties agree that for the purposes of the GDPR, the Customer shall be the Data Controller and the Company shall be the Data Processor.

1. DEFINITIONS AND INTERPRETATION

1.1. Unless otherwise defined herein, capitalised terms and expressions used in this Exhibit C shall have the following meaning:

Customer Personal Data means all Personal Data processed by the Data Processor as the Customer's processor under this Agreement;

Data Controller means the Customer;

Data Processor means the Company;

Data Protection Laws means the GDPR and the Data Protection Act 2018, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing;

GDPR means (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR") as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419); and (ii) the EU GDPR, as applicable; and

Sub-processor means any person appointed by or on behalf of the Data Processor to process Customer Personal Data on behalf of the Company in connection with the Agreement.

The terms, "Commissioner", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1. The Data Processor shall:

- 2.1.1. comply with all applicable Data Protection Laws in the Processing of Customer Personal Data;
- 2.1.2. not Process Customer Personal Data other than on the relevant Data Controller's documented instructions (including those set out in this Agreement), unless required to do so by any applicable laws (including Data Protection Law) to which the Data Processor is subject in which case, the Data Processor shall inform the Data Controller of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
- 2.1.3. taking in account the nature of the processing and information available to the Data Processor, provide assistance to the Data Controller in order to assist the Data Controller in ensuring the Data Controller's compliance with the obligations set out in GDPR Article 32 ('Security of processing'), Article 33 ('Notification of a personal data breach'), Article 34 ('Communication of a personal data breach to the data subject'), Article 35 ('Data protection impact assessment'), and Article 36 ('Prior consultation'), in each case solely in relation to processing of the Customer Personal Data;
- 2.1.4. immediately inform the Data Controller if, in its opinion, an instruction of the Data Controller pursuant to paragraph 9 (audits) infringes GDPR or other UK law relating to data protection; and
- 2.1.5. the Processing of the Customer Personal Data by the Data Processor shall be as set out in Exhibit C Part A.

2.2. The Data Controller instructs the Data Processor to process Customer Personal Data.

3. PROCESSOR PERSONNEL

3.1. The Data Processor shall ensure that its personnel are authorised to process Customer Personal Data and subject to appropriate confidentiality obligations.

4. SECURITY

4.1. The Data Processor agrees to:

4.1.1. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR; and

4.1.2. in assessing the appropriate level of security, the Data Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. SUB-PROCESSING

5.1. The Data Controller generally authorises the Data Processor to engage Sub-processors in relation to the processing of the Customer Personal Data and, notwithstanding the generality of the foregoing, specifically authorises the Data Processor to engage those Sub-processors listed in Exhibit C Part B.

5.2. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of any Sub-processors. The Data Controller shall have the right to object to any changes where it has reasonable grounds to consider that the use of such Sub-processors would not comply with GDPR, and if it does object it must notify the Data Processor within 5 days of being informed of the change.

5.3. The Data Processor shall ensure that the arrangement between it and each Sub-processor is governed by a written contract including equivalent data protection obligations as those set out in this Agreement.

6. DATA SUBJECT RIGHTS

6.1. The Data Processor shall:

6.1.1. taking into account the nature of the Processing, assist the Data Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligations, as reasonably understood by the Data Controller, to respond to requests to exercise Data Subject rights laid down in Chapter III ('Rights of the data subject') of the GDPR; and

6.1.2. promptly notify the Data Controller if it receives a request from a Data Subject under any Data Protection Laws in respect of the Customer Personal Data, unless not permitted under applicable law.

7. PERSONAL DATA BREACH

7.1. The Data Processor shall notify the Data Controller without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting the Customer Personal Data, providing the Data Controller with sufficient information available to the Data Processor to assist the Data Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

- 8.1. The Data Processor shall promptly and in any event within 10 Business Days of the date of cessation of any Services involving the Processing of the Customer Personal Data delete all Customer Personal Data, save as otherwise required by applicable laws.

9. AUDIT RIGHTS

- 9.1. Subject to this paragraph 9, the Data Processor shall make available to the Data Controller on request information reasonably necessary to demonstrate compliance with Article 28 of the GDPR.
- 9.2. The Data Processor shall allow for and contribute to audits, including inspections, by the Data Controller or an auditor mandated by the Data Controller in relation to the Processing of the Customer Personal Data by Sub-processors. The Data Controller's right to conduct an audit or inspection shall be limited to one in any calendar year, except for any additional audits or inspections which (i) the Data Controller reasonably considers necessary because of genuine concerns as to the Data Controller's material non-compliance with this Exhibit; or (ii) the Data Controller is required or requested to carry out by the Commissioner or a Supervisory Authority.
- 9.3. The Data Controller shall give the Data Processor reasonable notice of any audit or inspection to be conducted under paragraph 9.2 and shall use (and ensure that each of its appointed auditors uses) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Data Processor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

10. DATA TRANSFER

- 10.1. The Data Processor may not transfer or authorise the transfer of Customer Personal Data to countries outside the UK or the European Economic Area (EEA) without the prior written consent of the Data Controller. If Customer Personal Data processed under this Agreement is transferred from the UK or a country within the European Economic Area to a country outside the UK or European Economic Area, the parties shall ensure that the personal data are adequately protected. To achieve this, the parties shall, unless agreed otherwise, only transfer Personal Data outside of the UK or the EEA if:
 - 10.1.1. an adequacy finding applies in relation to the relevant third country;
 - 10.1.2. an appropriate safeguard is in place in relation to the transfer pursuant to Article 46 or 47 of the GDPR, such as EU Standard Contractual Clause and the UK International Data Transfer Agreement or Addendum (as appropriate); or
 - 10.1.3. one of the derogations in Article 49 of the GDPR applies, and such transfer is made in accordance with this Agreement.

Exhibit C Part A

Subject-matter of the processing: The performance of the Services.

Duration of the processing: The term of this Agreement and for such further time as the parties shall agree in writing.

Nature and purpose of the processing:

1. If the Customer chooses to use the filtering feature, then values for filters are encrypted at rest and then cached by Lightdash.
2. Additionally, if the Customer chooses to use the CSV export feature, then any data within the exported CSV is also encrypted at rest, then cached by Lightdash.
3. All query results are cached temporarily for Lightdash to be able to serve results to the end user.

Thus, if the data processed in these ways contain Personal Data (PII), or financial data, it will be transferred in encrypted form to Lightdash. In all cases, only Lightdash System Admins can access this encrypted cache, access is monitored, and the caches are wiped within 30 days.

Type(s) of personal data: Name, email address, job title of Customer users. Additionally, any personal data that has been shared by Customer to Lightdash as per the process above in "Nature and purpose of the processing".

Categories of data subjects: Lightdash users.

Exhibit C Part B

Sub-processors and sub-contractors:

- GitHub - open source repositories and internal project management tool
- Slack - internal communications tool
- Google Workspace - internal collaboration tools
- Attio - Customer Relationship Management
- Sentry - error reporting
- Stripe - payment processor
- Salesbricks - Order Form and billing processor
- Posthog - customer support
- Loops – email campaigns
- Pylon – customer support