



TERMS AND CONDITIONS

Welcome to Dashbird!

These terms and conditions, together with any Order Form (together, the **Terms**) govern your subscription (**Subscription**) to the Dashbird Platform, a software as a service cloud security platform (**Platform**).

By creating an account on the Platform, paying for your Subscription or otherwise accepting the benefit of any part of the Platform, you agree to be bound by these Terms which form a binding contractual agreement between you or the company you represent (**you**) and Dashbird OÜ (**Dashbird, our, we or us**). You represent and warrant that you have valid authority to enter into these Terms on behalf of any entity you may represent.

Please note that your Subscription will continue to renew indefinitely, and you will continue to incur Subscription Fees, unless you cancel your Subscription in accordance with clause 4.

We may change these Terms at any time by notifying you, and your continued use of the Platform following such an update will represent an agreement by you to be bound by the Terms as amended.

In these Terms, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions in clause 13 of these Terms.

Please read these Terms carefully before agreeing to proceed with your Subscription.

1. THE DASHBIRD PLATFORM

1.1. YOUR SUBSCRIPTION AND THE PLATFORM

1.1.1. The Platform includes the Software and the Support Services.

1.1.2. The scope, fees and Subscription Period applicable to your Subscription will be set out in the Order Form. All applicable fees must be paid in accordance with clause 3.

1.2. THE SOFTWARE

1.2.1. During the Subscription Period, we grant to you a non-exclusive, non-transferable licence to use the Software and Documentation.

1.2.2. We may from time to time in our absolute discretion release enhancements to the Software, where enhancements means any upgraded, improved, modified or new versions of the Software. Any enhancements to the Software will not limit or



otherwise affect these Terms. Enhancements may cause downtime or delays from time to time, and credits will not be provided for such downtime.

- 1.2.3. Unless otherwise agreed in writing, we may not provide access, or suspend access, to any part of the Platform until you have paid the relevant instalment of Subscription Fees.

1.3. SUPPORT

- 1.3.1. To help you resolve technical issues, we will maintain FAQs, knowledge base items and a support system for all Users.
- 1.3.2. We will also provide you with support where necessary to resolve technical issues with the Software (**Support Services**). You must first endeavour to resolve any issues with the Software internally and we will not assist with issues that are beyond our reasonable control.
- 1.3.3. You are responsible for all internal administration and managing access, including password management and assisting your Personnel to access and use the Software.
- 1.3.4. We will use best endeavours to meet the service levels set out in the Service Level Agreement (**SLA**) made available on our Website or the Platform. Service credits will be provided in the event we fail to meet the uptime guarantee as set out in the SLA, in accordance with the terms set out in the SLA.
- 1.3.5. Other than as set out in clause 1.3(d), you will not have any claim for delay to your access to the Software due to any failure or delay in Support Services.

1.4. THIRD PARTY SOFTWARE & SERVICE INPUTS, TERMS & CONDITIONS

- 1.4.1. You acknowledge and agree that third party services and software may be integrated into the Platform (**Third Party Systems**), and such Third Party System's terms & conditions (**Third Party Terms**) may apply to your use of the Platform.
- 1.4.2. You agree to any Third Party Terms that are used in providing the Platform, and we will not be liable for any loss or damage suffered by you in connection with such Third Party Systems.
- 1.4.3. You acknowledge and agree that issues can arise with transferring data to software and between software, and when integrating software with other software. We cannot guarantee the integration processes to other software will be free from errors, defects or delay. You agree that we will not be liable for the functionality of any Third Party Systems.
- 1.4.4. The compliance framework of the Platform includes materials developed and published by third-parties (**Third-Party Materials**). You acknowledge and agree



(a) not to sell, offer for sale, market, sublicense, distribute, publish, disclose or otherwise make accessible, modify, or create derivative works based upon any portion of the Third-Party Materials incorporated into or accessible through the Platform and (b) not to use the Third-Party Materials as accessible through or via the Platform other than solely for Your own internal review and study purposes

1.5. LINKS

- 1.5.1. The Platform may provide links to other websites or resources. You acknowledge that we:
- 1.5.2. have no control over the content of any such websites or resources;
- 1.5.3. are not responsible if those websites or resources are not available for any reason;
- 1.5.4. do not endorse the content of any such website or resource; and
- 1.5.5. will not be responsible for nor liable for any content, advertising, products or other materials on or available from those websites or resources.

2. ACCOUNT REGISTRATION

- 2.1. All Users must create an account to use and access the Platform. At the time of
- 2.2. registration, you must specify your type of account.
- 2.3. There are different types of accounts, which will determine the relevant Users' access to the Platform, which will include the below Users and may include other types of Users as communicated to you:
- 2.4. an **Account Administrator**, which is the primary account holder who is responsible for initiating the Subscription and paying the relevant Fees, and includes one User only; and
- 2.5. **Additional Users**, which are the secondary users of the Subscription, authorised by the Account Administrator to access the Platform using the Account Administrator's Subscription, and which may have different levels of access.
- 2.6. As part of the account registration process and as part of your continued use of the Platform, you may be required to provide business details and/or personal information, such as your email address, business website, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, payment details and other information as determined by us from time to time, which will depend on the type of account you hold. You warrant that any information you give to us in the course of completing the registration process is accurate, honest, correct and up to date.
- 2.7. Once you complete the account registration process, Dashbird may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an account.
- 2.8. Dashbird may, in its absolute discretion, suspend or cancel your account for any reason,



including for any failure to comply with these Terms.

- 2.9. You permit us to contact you via email for the purposes of sending you information regarding the Platform and marketing and promotional information.

3. **SUBSCRIPTION FEES AND PAYMENT**

- 3.1. **(Fees)** Our pricing plan will be set out in the Order Form. You must pay the applicable annual payment from 15 days of signing and overage fees at the end of each month during your Subscription according to your usage of the Platform during such month **(Fees)**. We will invoice you at the end of each month during your Subscription with the amount of Fees you owe and the timing and method of payment, unless already specified in the Order Form. Unless otherwise specified, all Fees are due within 15 days of the date of the relevant invoice.
- 3.2. **(GST)** Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice.
- 3.3. **(Card Surcharges)** We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- 3.4. **(Change in Fees)** We reserve the right, from time to time, to change the Fees. We will notify you in advance if we do this.
- 3.5. **(Online payment partner)** We may use third-party payment providers **(Payment Providers)** to collect payment of the Fees. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting the Fees.
- 3.6. **(Currency)** The prices set out in the Order Form are in US dollars. If you wish to pay the Fees in another currency, we can offer indicative currency conversion rates or will otherwise indicate that the price will be converted in accordance with the relevant banking institution or our Payment Providers. Please note that conversion may attract additional fees from third parties.

4. **DURATION AND CANCELLATION OF YOUR SUBSCRIPTION**

This clause 4 only applies to the Account Administrator.

- 4.1. **(Duration of Subscription)** The term of your Subscription is a minimum of 12 months unless otherwise agreed with you in writing **(Minimum Term)**. At the end of the Minimum Term, your Subscription will renew for another 12 months **(Renewal Term)**, unless you provide us with at least 30 days' notice in writing prior to the end of the Minimum Term. If



you provide us with at least 30 days' notice in writing that you wish to cancel your Subscription, your Subscription will be cancelled and your access to the Platform will be revoked.

- 4.2. **(Early Cancellation)** If you wish to cancel your Subscription before the end of the Minimum Term or the Renewal Term you must notify us, and your Subscription will be cancelled and your access to the Platform will be revoked, however you will be charged for the remainder of such Minimum Term or Renewal Period at our then current minimum fee (**Early Termination Fee**). You acknowledge and agree that the Early Termination Fee represents a genuine pre-estimate of our losses and damages in the event of termination prior to the Minimum Term.
- 4.3. **(Cancellation)** Once you have cancelled your Subscription, we will have no responsibility to store or otherwise retain any data, and you release us in respect of any loss or damage which may arise out of us not retaining any data beyond that point.

5. YOUR OBLIGATIONS

5.1. ACCESS REQUIREMENTS

- 5.1.1. As soon as possible after initiating a Subscription to the Platform, you must integrate Dashbird to your cloud environment, all associated details and user guides to enable this will be included within the Platform. Any delays or failure to provide such access will limit your ability to use and benefit from your Subscription and the Platform, and you will not be entitled to any refunds on this basis.

5.2. GENERAL OBLIGATIONS

- 5.2.1. You must, and must ensure that all Users, comply with these Terms at all times. You acknowledge and agree that we will have no liability in respect of any damage, loss or expense which arises in connection with your, your Personnel's, or any User's, breach of these Terms, and you indemnify us in respect of any such damage, loss or expense.
- 5.2.2. You agree, and you must ensure that all Users agree:
- 5.2.3. to not share the Subscription account information with any other person unless otherwise permitted as part of your Subscription. You must immediately notify us of any unauthorised use of your account, password or email, or any other breach or potential breach of the Platform's security;
- 5.2.4. to not use the Platform for any purpose other than for the purpose for which it was designed, including you must not use the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);

- 5.2.5. not to act in any way that may harm our reputation or that of associated or interested parties or do anything at all contrary to the interests of us or the Platform;
- 5.2.6. that we may change any features of the Platform at any time on notice to you;
- 5.2.7. that information given to you through the Software, by us or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- 5.2.8. that we may cancel your account at any time if we consider, in our absolute discretion, that you are in breach or are likely to breach this clause 5.
- 5.2.9. You must not, and must not encourage or permit any User, Personnel or any third party to, without our prior written approval:
- 5.2.10. make copies of the Documentation or the Software;
- 5.2.11. adapt, modify or tamper in any way with the Software;
- 5.2.12. remove or alter any copyright, trade mark or other notice on or forming part of the Software or Documentation;
- 5.2.13. create derivative works from or translate the Software or Documentation;
- 5.2.14. publish or otherwise communicate the Software or Documentation to the public, including by making it available online or sharing it with third parties;
- 5.2.15. sell, loan, transfer, sub-licence, hire or otherwise dispose of the Software or Documentation to any third party;
- 5.2.16. decompile or reverse engineer the Software or any part of it, or otherwise attempt to derive its source code;
- 5.2.17. attempt to circumvent any technological protection mechanism or other security feature of the Software; or
- 5.2.18. permit any use of the Platform other than in accordance with your Subscription.
- 5.2.19. If you become aware of misuse of your Subscription by any person or any difficulty in accessing or using your Subscription, please contact us immediately using the contact details or form provided on the Platform or our Website.

6. INTELLECTUAL PROPERTY

6.1. OUR IP

- 6.1.1. **(Our ownership)** We retain ownership, at all times, of the Software and Documentation, including:
 - 6.1.1.1. the Intellectual Property Rights attaching to, or subsisting in, the Software and Documentation;
 - 6.1.1.2. any customisations of, and modifications, additions and upgrades to, the Software and Documentation (including where such modifications are

made to suit certain client's individual needs);

- 6.1.1.3. information or data, source codes and other information technology relating to or connected with the Software or Documentation;
- 6.1.1.4. marketing information relating to or connected with the Software or Documentation; and
- 6.1.1.5. technical information, including trade secrets, drawings, plans, encryptions, codes and product descriptions and information relating to or connected with the Software, but excluding any Client IP (the **Software IP**).

6.1.2. (**Licence**) Subject to clause 8.1(c), you are granted a licence to the Software IP, in accordance with the scope of your Subscription, and you may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing them and using them for the purposes of the Software. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Software IP without prior written consent from us or as otherwise permitted by law.

6.2. CLIENT IP

- 6.2.1. You retain ownership of any materials uploaded by you to the Platform or otherwise provided to us under or connection with these Terms or your Subscription, including any Intellectual Property Rights attaching to those materials (the **Client IP**).
- 6.2.2. You grant to us (and our Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use (including the right to sublicense) Client IP to the extent reasonably required to provide the Platform.
- 6.2.3. We will establish, maintain, enforce and continuously improve safety and security procedures and safeguards against the unauthorised use, destruction, loss or alteration of Client IP.
- 6.2.4. You:
 - 6.2.4.1. warrant that our use of Client IP will not infringe any third-party Intellectual Property Rights; and
 - 6.2.4.2. indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

7. CONFIDENTIALITY AND PRIVACY

- 7.1. Except as contemplated by these Terms, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any



person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.

- 7.2. You agree to our Privacy Policy, located at <https://dashbird.com/privacy-policy>, which is incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs our collection, use, and disclosure of personal information.
- 7.3. Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information (**Security Breaches**).
- 7.4. The notifying party will investigate each potential, actual or suspected Security Breach and assist the other party in connection with any related investigation.

8. LIABILITY

8.1. WARRANTIES AND LIMITATIONS

- 8.1.1. (**Warranties**) We warrant that:
 - 8.1.2. during the Subscription Period, the Software will perform substantially in accordance with the Documentation;
 - 8.1.3. during the Subscription Period, the Platform will be provided as described to you in, and subject to, these Terms;
 - 8.1.4. we own the Intellectual Property Rights in the Software; and
 - 8.1.5. to our knowledge, the use of the Software in accordance with these Terms will not infringe the Intellectual Property Rights of any third party.
- 8.1.6. (**Errors**) We will correct any errors, bugs or defects in the Software which arise during the Subscription Period and which are notified to us by you unless the errors, bugs or defects:
 - 8.1.7. result from the interaction of the Software with any other Platform or any computer hardware, software or services not approved in writing by us;
 - 8.1.8. result from any misuse of the Software; or
 - 8.1.9. result from the use of the Software by you other than in accordance with these Terms or the Documentation.
- 8.1.10. (**Updates**) We will provide minor updates as part of your Subscription but any major updates requested by you, including for substantial changes in the functionality of the Platform, may require increased fees or subscription upgrades.
- 8.1.11. (**Service Limitations**) The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot guarantee that:



- 8.1.12. the Platform will be free from errors or defects;
- 8.1.13. the Platform will be accessible at all times;
- 8.1.14. messages sent through the Platform will be delivered promptly, or delivered at all;
- 8.1.15. information you receive or supply through the Platform will be secure or confidential; or
- 8.1.16. any information provided through the Platform is accurate or true.
- 8.1.17. **(Exclusion)** To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.

8.2. LIMITATION OF LIABILITY

- 8.2.1. We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information, your computer systems, mobile phones or other electronic devices arising in connection with use of the Software.
- 8.2.2. You must take your own precautions to ensure that the processes which you employ for accessing the Software does not expose you to the risk of data loss, hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- 8.2.3. To the maximum extent permitted by law, Dashbird's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these Terms, the Platform or any other goods or services provided by Dashbird:
- 8.2.4. is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the ACL; and
- 8.2.5. is limited, insofar as it concerns other liability, to the total money paid to Dashbird under these Terms in the 1 month preceding the date of the event giving rise to the relevant liability (or, where there are multiple events, the date of the first such event).

8.3. INDEMNITY

- 8.3.1. You indemnify Dashbird and its Personnel from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
- 8.3.2. any breach of these Terms by you;



- 8.3.3. any breach of any third party intellectual property rights by you; or
- 8.3.4. any negligent, wilful, fraudulent or criminal act or omission by you.

9. DISPUTES AND TERMINATION

9.1. 9.1 DISPUTE RESOLUTION

- 9.1.1. A party claiming that a dispute has arisen under or in connection with these Terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- 9.1.2. A party that requires resolution of a dispute which arises under or in connection with these Terms must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- 9.1.3. Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith.
- 9.1.4. If the dispute is not resolved within 28 days after the appointment of the mediator any party may take legal proceedings to resolve the dispute.

9.2. TERMINATION BY US

- 9.2.1. We may terminate these Terms or any Subscription in whole or in part immediately by written notice to you if:
- 9.2.2. you, a member of your Personnel, or a User, are in breach of any term of these Terms or any part of a Subscription; or
- 9.2.3. you become subject to any form of insolvency or bankruptcy administration.
- 9.2.4. Upon termination of these Terms by us, the Subscription Fees already paid will be non-refundable, and you must promptly pay:
- 9.2.5. the remainder of the Subscription Fees applicable for the Subscription Period as if the agreement had not been terminated;
- 9.2.6. our expenses to date; and
- 9.2.7. any payments required by our suppliers to discontinue their work.

9.3. TERMINATION BY YOU

- 9.3.1. You may terminate these Terms in accordance with clause 4 or if:
- 9.3.2. we have committed a material breach of these Terms or a Subscription and have failed to remedy the breach within 30 days' written notice by you; or
- 9.3.3. we become subject to any form of insolvency or bankruptcy administration.
- 9.3.4. If you validly terminate in accordance with this clause, no further fees will be payable by you (unless later found that such termination was invalid).

10. NOTICES



- 10.1. A notice or other communication to a party under these Terms must be:
- 10.2. in writing and in English; and
- 10.3. delivered via email to the other party, to the email address specified in these Terms, or if no email address is specified in these Terms, then the email address most regularly used by the parties to correspond regarding the subject matter of these Terms as at the date of these Terms (Email Address). The parties may update their Email Address by notice to the other party.
- 10.4. Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given.
- 10.5. 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern these Terms, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
- 10.6. when replied to by the other party,
whichever is earlier.

11. FORCE MAJEURE

- 11.1. Neither party will be liable for any delay or failure to perform its obligations under these Terms if such delay or failure arises out of a Force Majeure Event.
- 11.2. If a Force Majeure Event occurs, the relevant party must use reasonable endeavours to notify the other party of:
- 11.3. reasonable details of the Force Majeure Event; and
- 11.4. so far as is known, the probable extent to which such party will be unable to perform or be delayed in performing its obligations under these Terms.
- 11.5. Subject to compliance with clause 11(b), the party's relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- 11.6. For the purposes of these Terms, a 'Force Majeure Event' means any:
- 11.7. act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- 11.8. strikes or other industrial action outside of the control of us; or
- 11.9. war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- 11.10. any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

12. GENERAL

- 12.1. GOVERNING LAW AND JURISDICTION



This agreement is governed by the law applying in Delaware, United States of America. Each party irrevocably submits to the exclusive jurisdiction of the courts of Delaware, United States of America and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

12.2. WAIVER

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

12.3. SEVERANCE

Any of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these Terms is not limited or otherwise affected.

12.4. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

12.5. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

12.6. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these Terms.

12.7. INTERPRETATION

12.7.1. **(singular and plural)** words in the singular includes the plural (and vice versa);

12.7.2. **(gender)** words indicating a gender includes the corresponding words of any other gender;

12.7.3. **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

12.7.4. **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

12.7.5. **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation



- and, in the case of a trustee, includes any substituted or additional trustee;
- 12.7.6. **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
- 12.7.7. **(document)** a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
- 12.7.8. **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- 12.7.9. **(includes)** the word “includes” and similar words is not a word of limitation; and
- 12.7.10. **(adverse interpretation)** no provision of these Terms will be interpreted adversely to a party because that party was responsible for the preparation of these Terms or that provision.

13. DEFINITIONS

In these terms and conditions, the following words and phrases have the following meaning:

Term	Definition
Account Administrator	has the meaning given in clause 2(b).
Additional User	has the meaning given in clause 2(b).
Client IP	has the meaning given in clause 6.2.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.
Documentation	means all manuals, help files and other documents supplied by us to you relating to the Software, whether in electronic or hardcopy form.
Fees	has the meaning set out in clause 3(a) of these Terms.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of these Terms.
Order Form	means the order form separately agreed to in writing between

	Dashbird and the Account Administrator.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Software	means the software as described on our Website and/or the Order Form, and which is licenced to you in accordance with clauses 1.2.
Software Content	means all materials owned or licensed by us in connection with the Software and any Intellectual Property Rights attaching to those materials.
Software IP	has the meaning given in clause 6.1.
Platform	includes the Software and Support Services (and any other services to be provided to you under these Terms).
Subscription	has meaning given in the first paragraph of these Terms, and includes the limitations set out in clause 1.1(b).
Subscription Period	means the period of your Subscription as set out in the Order Form.
Support Services	has the meaning given in clause 1.3.
User	Means all end users of the Platform, including the Account Administrator and all Additional Users