

# MASTER SUBSCRIPTION AGREEMENT

This Agreement governs the Customer's use of Qwil Messenger's Services.

This Agreement was last updated on 8 October 2025.

## Background:

- (A) Qwil Messenger has developed a secure messaging application and platform which it makes available to the Customer on a pay-per-use, free trial or free services basis.
- (B) The Customer wishes to use Qwil Messenger's service in its business operations (or those of its Group Companies).
- (C) Qwil Messenger has agreed to provide and the Customer has agreed to use the Qwil Messenger service subject to the terms and conditions of this Agreement.

## Agreed terms

### 1. Interpretation

#### 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**"Additional Support Services Fees"** means the fees payable by the Customer to Qwil Messenger for additional support services (if applicable), as set out in an Order Form.

**"Agreement"** means this Master Subscription Agreement and any related Order Forms.

**"Approved Group Company"** means any (i) subsidiary or holding company of the Customer or (ii) body corporate with an ultimate holding company in common with the Customer, in each case only insofar as such company or body corporate has been approved in writing by Qwil Messenger to use the Services and Documentation in accordance with this Agreement (and "subsidiary" and "holding company" shall have the meanings set out in section 1159 of the Companies Act 2006 in the UK).

**"Authorised Customer Employee Users"** means those employees and agents of the Customer and Approved Group Companies who are authorised by the Customer or the applicable Approved Group Company to use the Services and the Documentation.

**"Authorised Customer Client Users"** means those employees and agents of clients of the Customer and Approved Group Companies who are authorised by the Customer or the applicable Approved Group Company to use the Services and the Documentation.

**"Authorised Usage Level"** means the maximum usage units (as specified on the Order Form and/or per Product Plans) that can be initiated using the Services without incurring an Overage Fee.

**"Authorised Users"** means Authorised Customer Employee Users and Authorised Customer Client Users.

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

**"Confidential Information"** means any commercial or technical information in whatever form which is disclosed by one party to the other party and which is identified as being confidential at the time of disclosure or would be regarded as confidential by a reasonable business person including, without limitation, all business, statistical, financial, marketing and personnel information, customer or supplier details, know-how, designs, trade secrets, product plans,

technology or software of the disclosing party, the terms and conditions of this Agreement and all Order Forms (including pricing), but not including anything that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

"Customer" means the company that accepts the terms and conditions of this Agreement in accordance with Clause 1.5 and, in the case of an individual accepting this Agreement on behalf of a company, the company for which such individual is accepting this Agreement.

"Customer Data" means the data inputted by the Customer (and/or any Approved Group Company), Authorised Users, or Qwil Messenger on the Customer's (and/or any Approved Group Company's) behalf for the purpose of using the Services or facilitating the Customer's (and/or any Approved Group Company's) use of the Services.

"Data Protection Legislation" means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including:

- (a) EU Regulation 2016/679 ("GDPR");
- (b) the Data Protection Act 2018;
- (c) EU Directive 2002/58/EC (as amended by 2009/136/EC) and any legislation implementing or made pursuant to such directive, including (in the UK) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (d) any laws or regulations ratifying, implementing, adopting, supplementing or replacing each of the above; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

"Documentation" means the document(s) made available to the Customer (and/or any Approved Group Company and/or an Authorised User) by Qwil Messenger from time to time, which sets out a description of the Services and the user instructions for the Services, including but not limited to the Qwil Messenger Terms of Use.

"Free Services" means Services that Qwil Messenger makes available to the Customer free of charge. Free Services exclude Services offered as a Free Trial and Purchased Services.

"Free Trial" means a free trial on a zero-cost basis of Services and/or support services. A Free Trial excludes any Purchased Services unless stated otherwise.

"Identity Service Data" means the following subset of data relating to Authorised Users which is used for the purposes of identifying and recognising the Authorised User using the Services: email address, mobile phone number, password, device information (including IMEI number and operating system), IP address, jailbreak detection status, login attempt information, version of the Software being used and version of the Qwil Messenger privacy policy accepted.

"Normal Business Hours" means 8.00 am to 6.00 pm local UK time, each Business Day.

"Order Form" means any order form or online purchase invoice for the Services entered into between the parties which incorporates the terms of this Master Subscription Agreement.

"Other Additional Services Fees" means the fees (if applicable) payable by the Customer to Qwil Messenger in addition to the Subscription Fees, Tenancy Fees, and Additional Support Services Fees and as set out in an Order Form.

"Overage Fee" means the fee or fees payable by the Customer to Qwil Messenger if the use of the additional tenancy services (if applicable) exceed the Authorised Usage Level as set out in an Order Form and/or per the Product Plans.

**"Product Plans"** means a combination of pricing, features, functionality, add-ons and additional services offered to customers, as set out in an Order Form, its pricing schedule, online purchase portal and/or at [www.qwilmessenger.com](http://www.qwilmessenger.com). A Product Plan applies to all Authorised Users of the Customer unless specified otherwise.

**"Purchased Services"** means Services that the Customer or (and/or any Approved Group Company) purchases under an Order Form or online purchasing portal or as described in paid Product Plans, as distinguished from Free Services or a Free Trial.

**"Qwil Messenger"** means Network Platform Technologies Limited, a company incorporated in England & Wales with company No. 10651016 whose registered address is at 5 St John's Lane, London EC1M 4BH London, United Kingdom.

**"Services"** means the services related to the messaging platform provided by Qwil Messenger to the Customer (and/or any Approved Group Company) under this Agreement, as more particularly described in the Documentation and, if applicable, any tenancy, support or other additional services relating to the Qwil Messenger platform.

**"SLA"** means the Service Level Agreement

**"Software"** means the software applications provided by Qwil Messenger as part of the Services.

**"Subscription Fees"** means the subscription fees and add-ons payable by the Customer to Qwil Messenger for the User Subscriptions for Purchased Services, as set out in the Order Form.

**"Subscription Term"** means the subscription term for which User Subscriptions will be valid, as set out in the applicable Order Form.

**"Tenancy Fees"** means the fees payable by the Customer to Qwil Messenger for additional tenancy services (if applicable), as set out in an Order Form.

**"User Subscriptions"** means the user subscriptions purchased or otherwise acquired by the Customer pursuant to Clause 8.1 which entitle Authorised Customer Employee Users to access and use the Services and the Documentation in accordance with this Agreement for the Subscription Term.

**"Virus"** means 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 re-arranging, 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 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 Unless the context otherwise requires: a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; words in the singular shall include the plural and in the plural shall include the singular; a reference to one gender shall include a reference to the other genders; a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement; a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision; and a reference to writing or written includes faxes but not e-mail.
- 1.5 Subject to Clause 2.1, the Customer may accept this Agreement by (1) checking a box indicating acceptance, (2) executing (including electronically) this Agreement or an Order Form that references this Agreement, or (3) using Free Services. This Agreement is effective between the Customer and Qwil Messenger as of the earliest date of the Customer accepting this Agreement in any of the ways outlined in this clause.

## 2. Free Trials, Free Services and Lifetime Offers

- 2.1 Qwil Messenger may offer the Customer a Free Trial, which shall be agreed by acceptance of the Qwil Messenger's Terms and Conditions upon using the Service, or via an Order Form which clearly states that the Services and/or support services are provided as a Free Trial.
- 2.2 Each Free Trial is offered subject to the terms and conditions of this Agreement until the earlier of:
- (a) the end of the Free Trial period stated in the Order Form;
  - (b) the start date of a subsequent Subscription Term for Services provided on a non-Free Trial basis to the Customer; or
  - (c) the termination of the Free Trial by Qwil Messenger at its sole discretion.
- 2.3 Any Customer Data submitted via the Services or Software during a Free Trial, as well as any customisations made to the Services by or for the Customer during or in relation to a Free Trial, will be permanently deleted at the end of the Free Trial, even if the Customer enters into a new Order Form for equivalent Services to be provided on a non-Free Trial basis.
- 2.4 Qwil Messenger may make Free Services available to the Customer, which shall be agreed by acceptance of the Qwil Messenger Terms and Conditions upon using the Service, or via an Order Form. Use of Free Services is subject to the terms and conditions of this Agreement.
- 2.5 Free Services are provided to the Customer without charge up to certain limits (including the the Authorised Usage Level), and minimum usage levels as described in the Documentation, Product Plans and/or at [www.qwilmessenger.com](http://www.qwilmessenger.com). Usage over these limits requires the Customer to upgrade to a Purchased Services plan.
- 2.6 The Customer agrees that Qwil Messenger, in its sole discretion and for any or no reason, may terminate the Customer's access to the Free Services or any part of them. Customer agrees that any termination of the Customer's access to the Free Services may be without prior notice, and the Customer agrees that Qwil Messenger will not be liable to the Customer or any third party for such termination. The Customer is solely responsible for exporting the Customer Data from the Free Services (certain limits may apply as described in the Documentation) prior to termination of the Customer's access to the Free Services for any reason. If Qwil Messenger terminates the Customer's account, except as required by law, Qwil Messenger will provide the Customer a reasonable opportunity to retrieve its Customer Data. In the event of a conflict or inconsistency between this clause and any other clause in this Agreement, this clause shall govern and control.
- 2.7 Notwithstanding anything to the contrary in this Agreement (including in Clause 12):
- (a) during each Free Trial and the provision of Free Services, the Services and any support services are provided "as-is" without any warranty and Qwil Messenger shall have no indemnification obligations with respect to the Services or support services provided during the Free Trial and Free Services; and
  - (b) the Customer shall be fully liable under this Agreement to Qwil Messenger for:
    - (i) any damages arising out of its own, an Approved Group Company's or any Authorised User's use of the Services during the Free Trial period;
    - (ii) any breach by the Customer of this Agreement; and
    - (iii) any indemnification obligations of the Customer under this Agreement.
- 2.8 **LifeTime Offers:**
- (a) Qwil may offer the Customer a Lifetime Offer (fixed price for Life), which shall be agreed by acceptance of the Qwil's Terms and Conditions upon using the Service, or via an Order Form which clearly states that the Services and/or support services are provided as a Lifetime Offer. 2.8.1 Qwil may offer the Customer a Lifetime Offer (fixed price for Life), which shall be agreed by acceptance of the Qwil's Terms and Conditions upon

using the Service, or via an Order Form which clearly states that the Services and/or support services are provided as a Lifetime Offer.

- (b) The Customer agrees that Qwil may terminate the Customer's access to the LifeTime Offers if the Customer either does not activate or use Qwil over a period of 6 months in which case the Lifetime Offer will terminate and be deactivated. Reactivation will require the Customer to upgrade to a Purchased Services plan.
- (c) The Customer agrees that Qwil, in its sole discretion and for any or no reason, may amend existing Product Plans which the Lifetime Offer may be associated with, resulting in changes in available features (for example if no longer offered directly such as Video meetings or in the case of limits are no longer possible). Customer will have no recourse against Qwil should change of features apply to the Plan.

### 3. User Subscriptions

#### 3.1 Subject to:

- (a) the Customer purchasing or otherwise acquiring the User Subscriptions in accordance with Clause 8.1 (and/or Clause 8.2);
- (b) the Customer's (and any Approved Group Company's) compliance with the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement; and
- (c) the Customer and any Approved Group Company meeting Qwil Messenger's business verification requirements from time to time (including providing such information as required by Qwil Messenger in relation to such requirements),

Qwil Messenger hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences (except to Approved Group Companies in accordance with this Agreement), to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's (and/or its Approved Group Companies', as applicable) internal business operations.

#### 3.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Customer Employee Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased or otherwise acquired from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised Customer Employee User unless it has been reassigned in its entirety to another individual Authorised Customer Employee User, in which case the prior Authorised Customer Employee User shall no longer have any right to access or use the Services and/or Documentation;
- (c) the details used to set up each Authorised User's account (including email address and phone number) are accurate and have been verified by the Customer as such and that the Customer has undertaken its own adequate verification checks on all Authorised Users (including industry standard "know-your-client" check on all clients of the Customer and Approved Group Companies and all Authorised Customer Client Users);
- (d) each Authorised User shall keep a secure and confidential password for the use of the Services and Documentation;
- (e) Subject to the Customer's duty of confidentiality to its clients and upon written request by Qwil Messenger, it shall provide Qwil Messenger with access to information (including that collected via the Services) relating to the number of Authorised Customer Employee Users and Authorised Customer Client Users that are or were using the Services at any particular time;
- (f) Subject to the Customer's duty of confidentiality to its clients, it shall permit Qwil Messenger to audit, at Qwil Messenger's expense and on reasonable prior notice, the Services in order to establish the identity of each Authorised User;



- (g) if any of the audits referred to in Clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Qwil Messenger's other rights, the Customer shall promptly disable such passwords and Qwil Messenger shall not issue any new passwords to any such individual; and
  - (h) if any of the audits referred to in Clauses 3.2(e) or 3.2(f) reveal that the Customer has underpaid Subscription Fees to Qwil Messenger, then without prejudice to Qwil Messenger's other rights, the Customer shall pay to Qwil Messenger an amount equal to the cost of additional User Subscriptions based on Qwil Messenger's then-standard price list (as communicated by Qwil Messenger from time to time) within 10 Business Days of the date of the relevant audit.
- 3.3 Subject to the Customer maintaining at least one active User Subscription, the Customer and Approved Group Companies shall be entitled to permit Authorised Customer Client Users to use the Services and Documentation on the basis of the licence set out at Clause 3.1, subject to certain limits as described in the Documentation, the Product Plans or Order Form and any fair usage cap implemented by Qwil Messenger at its sole discretion from time to time.
- 4. **Qwil Messenger's responsibilities**
  - 4.1 Qwil Messenger shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
  - 4.2 Subject to Clause 2, Qwil Messenger shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
    - (a) planned maintenance time (of which Qwil Messenger shall give advance electronic notice); and
    - (b) any unavailability caused by circumstances beyond Qwil Messenger's reasonable control, including, for example: an act of God; act of government; flood; fire; earthquake; civil unrest; act of terror; strike or other labour problem (other than one involving Qwil Messenger's employees); Internet service provider failure or delay; any application or software not provided by Qwil Messenger; denial of service attack; failure or delay by any vendor or service provider or subcontractor of Qwil Messenger (except where such failure or delay is due to Qwil Messenger's failure to pay any related fees or costs to such party); or any failure or delay by Customer or an Approved Group Company, including where the Customer requests that servers relating to the Service are located on the Customer's or an Approved Group Company's premise.
  - 4.3 Qwil Messenger shall, as part of the Purchased Services provide the Customer with reasonable customer support services (as determined by Qwil Messenger at its sole discretion) as described in the Documentation, the Product Plans, Order Form or SLA. Any additional support services beyond this shall be set out in the Order Form, along with details of the applicable Additional Support Services Fees.
  - 4.4 Subject to Clause 2, Qwil Messenger undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care, except where a failure to do so is caused by use of the Services contrary to this Agreement, Qwil Messenger's instructions or modification or alteration of the Services by a party other than Qwil Messenger or its duly authorised contractors or agents. If the Services do not conform with the above undertaking, Qwil Messenger shall, at its expense, use 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 above undertaking. Notwithstanding the foregoing, Qwil Messenger:
    - (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

- (b) 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 and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.5 Qwil Messenger warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 5. **Customer's responsibilities**
  - 5.1 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Qwil Messenger.
  - 5.2 The Customer shall:
    - (a) use the Services only in accordance with this Agreement, the Documentation, Order Forms and in accordance with all applicable laws and regulations;
    - (b) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
    - (c) ensure and be responsible for the accuracy, quality, and legality of Customer Data and the use of Customer Data in conjunction with the Services;
    - (d) provide Qwil Messenger with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Qwil Messenger in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; and
    - (e) where the Customer chooses a single tenancy option (as set out in the Order Form), provide unfettered authorisation to use and access to such locations, information, data, programs and hosting environments as required by Qwil Messenger in order to provide the Services.
  - 5.3 The Customer represents and warrants that, to the best of its knowledge, any business verification information communicated to Qwil Messenger relating to the Customer, an Approved Group Company or an Authorised User is, accurate, complete and up-to-date.
  - 5.4 The Customer shall procure that all Approved Group Companies shall abide by and adhere to all obligations, restrictions, acknowledgements and warranties imposed on the Customer under this Agreement in respect of each Approved Group Company's use of the Services and Documentation.
- 6. **Usage restrictions**
  - 6.1 The Services are not for individual or personal use. If the individual accepting this Agreement is accepting on behalf of a company, such individual represents that they have the authority to bind such company and any Approved Group Company of that company to the terms and conditions of this Agreement as the Customer. If the individual accepting this agreement is not accepting this Agreement on behalf of a company, or does not have authority to accept on behalf of a company, or does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and is prohibited from using the Services.
  - 6.2 The Services may not be accessed for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
  - 6.3 The Customer shall not, and shall procure that its Authorised Users do not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing,

discriminatory or racially or ethnically offensive; facilitate illegal activity; promote unlawful violence; violate any third party's rights; or are otherwise illegal or cause damage or injury to any person or property. Qwil Messenger 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.

**6.4 The Customer shall not:**

- (a) 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 and/or Documentation (as applicable) in any form or media or by any means or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation or which uses similar ideas, features, functions or graphics as the Service and/or Documentation or to determine whether the Services are within the scope of any patent;
- (c) subject to Clause 15.5 or unless expressly stated otherwise in an Order Form, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under Clause 2.

**6.5 Any use of the Services in breach of this Agreement or the Documentation by the Customer or Authorised Users that in Qwil Messenger's judgment threatens the security, integrity or availability of the Services, may result in Qwil Messenger's immediate suspension of the Services. However, Qwil Messenger shall use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.**

**7. Customer data**

**7.1 The Customer (or an Approved Group Company, as applicable) shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.**

**7.2 Subject to Clause 7.11, Qwil Messenger shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Subject always to Clauses 2.3 and 2.6, in the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Qwil Messenger shall be for Qwil Messenger to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Qwil Messenger in accordance with its archiving procedure. Qwil Messenger shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Qwil Messenger to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under Clause 7.10).**

**7.3 Qwil Messenger shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Customer Data available, as such document may be amended from time to time by Qwil Messenger in its sole discretion.**

**7.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.**



- 7.5 The parties acknowledge that:
- (a) subject to Clause 7.5(b), where Qwil Messenger processes Personal Data (including that contained in Customer Data) on the Customer's (or an Approved Group Company's) behalf when performing its obligations under this Agreement, the Customer (or the Approved Group Company, as applicable) is the Data Controller and Qwil Messenger is the Data Processor for the purposes of the Data Protection Legislation (where "**Personal Data**", "**Data Controller**" and "**Data Processor**" have the same meanings as "personal data", "controller" and "processor" respectively in the GDPR). Schedule 1 sets out the scope, nature and purpose of processing, the duration of the processing and the types of Personal Data and categories of Data Subject (where "**Data Subject**" has the same meaning as "data subject" in the GDPR); and
  - (b) Qwil Messenger will act as Data Controller in respect of the processing of any Personal Data comprised in the Identity Service Data (albeit the Customer or an Approved Group Company may also be Data Controller of such data).
- 7.6 The Customer acknowledges and agrees that the Personal Data referred to at 7.5(a) may be transferred or stored outside the EEA and/or the country where the Customer and the Authorised Users are located in order to carry out the Services and Qwil Messenger's other obligations under this Agreement.
- 7.7 Without prejudice to the generality of Clause 7.1, the Customer will ensure that it (or any applicable Approved Group Company) has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Qwil Messenger for the duration and purposes of this Agreement so that Qwil Messenger may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's (or its Approved Group Company's) behalf.
- 7.8 Without prejudice to the generality of Clause 7.1, Qwil Messenger shall, in relation to any Personal Data processed in the circumstances described at clause 7.5(a):
- (a) process that Personal Data only on the instructions of the Customer, Approved Group Company or the Authorised User (and the Customer hereby acknowledges and agrees that entering into this Agreement constitutes written instructions to use such data for the purposes of providing the Services as set out in this Agreement);
  - (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (c) not transfer any Personal Data outside of the EEA and/or the country where the Customer and the Authorised Users are located unless the following conditions are fulfilled:
    - (i) the Customer, an Approved Group Company or Qwil Messenger has provided appropriate safeguards in relation to the transfer;
    - (ii) Qwil Messenger complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iii) Qwil Messenger complies with reasonable instructions notified to it in advance by the Customer or an Approved Group Company with respect to the processing of the Personal Data;
  - (d) provide reasonable assistance to the Customer or the applicable Approved Group Company, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (e) notify the Customer or any applicable Approved Group Company without undue delay on becoming aware of a Personal Data breach;

- (f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer or any applicable Approved Group Company on termination of the Agreement unless required by applicable law or regulation to store the Personal Data; and
    - (g) maintain records and information to demonstrate its compliance with this Clause 7.8.
  - 7.9 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
  - 7.10 The Customer consents to Qwil Messenger appointing third-party processors of Personal Data under this Agreement for purposes relating to provision of the Services including, without limitation, server providers and push notification partners. Qwil Messenger confirms that it has entered or (as the case may be) will enter into a written Agreement with each third-party processor. As between the Customer and Qwil Messenger, Qwil Messenger shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 7.10.
  - 7.11 Where the Customer chooses to host Customer Data on servers or on-premise private clouds which are not operated by Qwil Messenger or its third-party processors, Qwil Messenger shall have no liability in respect of such hosting and the provisions of this Clause 7 shall not apply.
  - 7.12 Where the Customer chooses to host Customer Data on external platforms ("Customer CRM") which are not operated by Qwil Messenger, Qwil Messenger shall have no liability in respect of such hosting and the provisions of this Clause 7 shall not apply. Qwil Messenger may provide connectors ("3<sup>rd</sup> party integrations") or API access enabling data to be transferred from Qwil and integrated with the Customer CRM or other system, which will be on a best efforts basis. Qwil Messenger expressly disclaims all responsibility for the completeness, accuracy, or integrity of data transferred from the Qwil Messenger platform to a Customer CRM or externally using the APIs. The Customer CRM will be the authoritative system for the data received, and Qwil Messenger shall not be liable for any data loss, incompleteness, corruption, or delays arising from network interruptions, API limitations or failures, processing errors by the CRM, or any other factor or event beyond Qwil Messenger's direct control. For the avoidance of doubt, the source data, its integrity, and its definitive status remain solely within the Qwil Messenger platform, and any subsequent data issues within the CRM are your sole responsibility.
- 8. Charges and payment**
- 8.1 The Customer shall pay (unless under a Free Trial or utilising Free Services) the Subscription Fees, Tenancy Fees (if applicable), Other Additional Services Fees (if applicable) and Additional Support Services Fees (if applicable) to Qwil Messenger as set out in the Order Form(s) or in the applicable online purchasing portal. Except as specified in this Agreement or an Order Form: the Subscription Fees are based on User Subscriptions purchased and not actual usage; payment obligations are non-cancellable and Subscription Fees, Other Additional Services Fees, Tenancy Fees, Overage Fees and Additional Support Services Fees paid are non-refundable; and quantities of User Subscriptions cannot be decreased or Product Plans downgraded during the Subscription Term, unless agreed in writing by Qwil Messenger.
  - 8.2 The Customer may request to purchase additional User Subscriptions or other Purchased Services (including upgrading Product Plan) during any Subscription Term. Qwil Messenger shall evaluate such request and respond to the Customer with approval or rejection of the request and details of the additional Fees payable. The purchase of additional User Subscriptions may require the Customer to change Product Plan.
  - 8.3 Unless otherwise specified in the Order Form, Subscription Fees for any additional User Subscriptions for Purchased Services shall be pro-rated for the portion of the Subscription Term remaining from the first calendar day of the month that the additional User Subscriptions are activated by Qwil Messenger. Any added User Subscriptions will terminate on the same date

as the underlying subscriptions. Qwil Messenger shall issue an invoice to the Customer for the additional Subscription Fees, and the Customer shall pay the fees set out in the invoice within 30 days of the date of the invoice or within such other payment period as is specified on the applicable Order Form.

- 8.4 If the Customer downgrades any subscriptions for any Purchased Services or Product Plan, the Customer will remain responsible for any unpaid fees. The Purchased Services will be deemed fully performed and delivered upon expiration of the initial paid plan Subscription Term for the Purchased Services.
- 8.5 The Customer will provide Qwil Messenger with valid credit card information, or with a valid purchase order or alternative document reasonably acceptable to Qwil Messenger. If the Customer provides credit card information to Qwil Messenger, the Customer authorises Qwil Messenger to charge such credit card for all Purchased Services, Subscription Fees, Other Additional Services Fees, Tenancy Fees, Overage Fees and Additional Support Services Fees listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s), as agreed in Clause 13. Such charges shall be made in advance, either annually or in accordance with any alternative billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Qwil Messenger will invoice the Customer in advance and otherwise in accordance with the relevant Order Form. The Customer is responsible for providing complete and accurate billing and contact information to Qwil Messenger and notifying Qwil Messenger of any changes to such information.
- 8.6 Unless otherwise stated in the Order Form, the Subscription Fees and (if applicable), Tenancy Fees, Other Additional Services Fees and Additional Support Services Fees shall be payable in advance in respect of the entire Subscription Term. Qwil Messenger shall issue an invoice to the Customer for the Subscription Fees and (if applicable) Tenancy Fees, Other Additional Services Fees and Additional Support Services Fees and the Customer shall pay the fees set out in the invoice within 30 days after the date of such invoice or within such other payment period as is specified on the Order Form.
- 8.7 If the Customer exceeds the Authorised Usage Level, the Customer shall pay applicable Overage Fees. Overage Fees shall be payable in arrears at the end of each month in which the Authorised Usage Level was exceeded. The Customer shall pay the Overage Fees set out in an invoice on presentation of such invoice.
- 8.8 If Qwil Messenger has not received payment within **10 days** of the due date as specified on the Order form or invoice (or within **5 days** where the Customer has authorised Qwil Messenger to charge the Customer's credit card) and without prejudice to any other rights and remedies of Qwil Messenger, Qwil Messenger may:
- (a) without liability to the Customer, disable the Customer's (and all Authorised Users') password, account and access to all or part of the Services and Qwil Messenger shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - (b) except where amounts owed are disputed reasonably and in good faith, and without limiting Qwil Messenger's other rights and remedies, downgrade any fee-based Product Plans and Purchased Services to Free Services until those amounts are paid in full, so long as Qwil Messenger has given the Customer 10 or more days' prior notice that the Customer's account is overdue. The Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to Customer Data, as illustrated by the Product Plans;
  - (c) cancel any credits that may have accrued to the Customer's account (for example, from a promotion), meaning they will have no currency or exchange value, and will not be transferable or refundable; and
  - (d) charge interest on a daily basis on such due amounts at an annual rate equal to 2% over the then current Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 8.9 Credits accrued on a Free Services Product Plan will expire if the plan is not upgraded to a paid plan within 90 days of accrual, unless otherwise specified.
- 8.10 All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling, euros or dollars (or any currency as specified in the relevant Order Form).
- 8.11 All amounts and fees payable under this Agreement do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). The Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Qwil Messenger has the legal obligation to pay or collect Taxes for which the Customer is responsible, Qwil Messenger shall invoice the Customer and the Customer shall pay that amount unless the Customer provides to Qwil Messenger a valid tax exemption certificate authorised by the appropriate taxing authority.
- 8.12 Invoices will be issued in an electronic format. To facilitate such electronic invoicing, the Customer shall provide to Qwil Messenger the following information in writing: the Customer's full registered company name, registered office address, VAT number (if applicable), tax/fiscal code and any additional code and/or relevant information required under applicable law.
- 8.13 The Customer agrees that its purchases of User Subscriptions are not contingent on the delivery of any future functionality or features of the Services, or dependent on any oral or written public comments made by Qwil Messenger regarding future functionality or features.
- 8.14 Services are provided to the Customer as described in the Order Form, Documentation, Product Plans and/or at [www.qwilmessenger.com](http://www.qwilmessenger.com). The Customer agrees that Qwil Messenger, in its sole discretion and for any or no reason and without prior notice, may restrict or limit the Customer's access to functionality and features or any part of them not included in the Order Form, Documentation, Product Plans or Purchased Services [or not delivered inhouse – ie video]. These may require the Customer to upgrade Product Plan and/or incur charge.
- 9. Proprietary rights**
- 9.1 The Customer acknowledges and agrees that Qwil Messenger and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any 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 or the Documentation.
- 9.2 Qwil Messenger confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 9.3 The Customer confirms that it has the right to access and use applicable Customer Data subject to the terms of applicable Order Form, this Agreement and the Documentation.
- 9.4 The Customer grants Qwil Messenger and its applicable contractors a worldwide, limited-term licence to host, copy, display and use any Customer Data (as all associated intellectual property rights contained therein) as reasonably necessary for Qwil Messenger to provide, and ensure proper operation of, the Services and associated systems in accordance with this Agreement. Subject to the limited licences granted herein, Qwil Messenger acquires no right, title or interest from the Customer or its licensors under this Agreement in or to any of the Customer Data.
- 9.5 The Customer grants to Qwil Messenger a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services or any other service or product developed by Qwil Messenger any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or the Authorised Users relating to the operation of Qwil Messenger's services.

## 10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. Subject to Clause 10.2, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than employees and contractors who need access for purposes consistent with this Agreement, legal counsel or accountants, each of whom must be bound by confidentiality restrictions not materially less protective than those set out in this Agreement), or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 10.2 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 10.3 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.4 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Qwil Messenger's Confidential Information.
- 10.5 Qwil Messenger acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.6 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.
- 10.7 The above provisions of this Clause 10 shall survive termination of this Agreement, however arising.

## 11. Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Qwil Messenger 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 (or any Approved Group Companies' or Authorised Users') use of the Services, Software and/or Documentation (including, without limitation, (i) non-compliance with Clause 5, (ii) non-compliance with any applicable law or legal or regulatory requirement or (iii) any illegal or fraudulent use or misuse of the Services, Software or Documentation), provided that: the Customer is given prompt notice of any such claim; Qwil Messenger provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and the Customer is given sole authority to defend or settle the claim.
- 11.2 Qwil Messenger shall defend the Customer, its officers, directors and employees against any claim brought by a third party alleging that the Services or Documentation infringe that third party's intellectual property rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: Qwil Messenger is given prompt notice of any such claim; the Customer provides reasonable co-operation to Qwil Messenger in the defence and settlement of such claim, at Qwil Messenger's expense; and Qwil Messenger is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, Qwil Messenger may procure the right for the Customer and any Approved Group Company 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 the Customer's User Subscriptions upon two days' written notice and refund the Customer any prepaid Subscription Fees covering the remainder of the applicable Subscription Term, without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.



- 11.4 In no event shall Qwil Messenger, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: a modification of the Services or Documentation by anyone other than Qwil Messenger; the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Qwil Messenger; or the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Qwil Messenger or any appropriate authority.
- 11.5 The foregoing are the Customer's sole and exclusive rights and remedies, and Qwil Messenger's (including Qwil Messenger's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third party's intellectual property rights.

## 12. Limitation of liability

### 12.1 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for communications made by the Customer, Approved Group Companies and Authorised Users and results and conclusions derived from the Services, Software or Documentation as well as any act or omission of the Customer, Approved Group Companies and Authorised Users in relation to the Services, Software or Documentation. Qwil Messenger shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Qwil Messenger by the Customer or an Approved Group Company in connection with the Services, or any actions taken by Qwil Messenger at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) are, to the fullest extent permitted by applicable law, excluded from this Agreement;
- (c) the Services and the Documentation are provided to the Customer and any Approved Group Company on an "as is" basis; and
- (d) any breach of the restrictions and obligations imposed on the Customer under this Agreement (including at Clause 2) by an Approved Group Company shall be deemed to be a breach by the Customer and the Customer shall be liable for any such breach.

### 12.2 Nothing in this Agreement excludes the liability of Qwil Messenger for death or personal injury caused by Qwil Messenger's negligence, fraud or fraudulent misrepresentation or anything that cannot be excluded by law.

### 12.3 Subject to Clause 12.1 and Clause 12.2:

- (a) neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) each party's total aggregate liability in connection with this Agreement shall be limited to the total Subscription Fees, Tenancy Fees, Additional Support Services Fees and Other Additional Services Fees paid during the 12 months immediately preceding the first incident out of which the liability arose (and where any User Subscriptions are used by the Customer during such twelve month period but were paid for before such twelve month period as part of a Subscription Term exceeding twelve months, a prorated proportion of the applicable Subscription Fees, Tenancy Fees, Additional Support Services Fees and Other Additional Services Fees).

**13. Term and termination**

- 13.1 This Agreement shall, unless otherwise terminated as provided in this Clause 13, commence on the start date set out in the first Order Form entered into between Qwil Messenger and the Customer and shall continue until all User Subscriptions under all Order Forms have expired or been terminated. Expiry or non-renewal of an Order Form shall not affect the continuation of any other Order Forms still in force.
- 13.2 Except as otherwise specified in an Order Form and except in relation to Free Trials, Subscription Terms will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other written notice (via email or through the online portal) at least 30 days before the end of the relevant Subscription Term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Qwil Messenger's applicable list price in effect at the time of the applicable renewal.
- 13.3 Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 13.4 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:
- (a) 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; or
  - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, winding up, receivership, liquidation, administration or assignment for the benefit of creditors in any jurisdiction to which it is subject.
  - (c) (c) is required to do so by a competent regulatory authority or data protection commissioner.
- 13.5 On termination of this Agreement for any reason:
- (a) if this Agreement is terminated by Qwil Messenger in accordance with Clause 13.4, the Customer will pay any unpaid Subscription Fees covering the remainder of the Subscription Term for all Order Forms. In no event will termination relieve the Customer of its obligation to pay any fees payable to Qwil Messenger for the period prior to the effective date of termination;
  - (b) all licences granted under this Agreement shall immediately terminate and the Customer and all Approved Group Companies shall immediately cease all use of the Services and/or the Documentation;
  - (c) 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;
  - (d) subject always to Clause 2, the Customer is solely responsible for exporting and downloading the Customer Data prior to termination of the Customer's access for any reason. Qwil Messenger may destroy or otherwise dispose of any of the Customer Data in its possession unless, for Enterprise Plans, Qwil Messenger receives, no later than ten days after the effective date of the termination of this Agreement (the expiry date), a written request for the delivery to the Customer of the then most recent back-up of the Customer Data from AWS. Qwil Messenger 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 Qwil Messenger in returning or disposing of Customer Data; and

- (e) 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.

#### 14. Force majeure

Qwil Messenger 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 Qwil Messenger 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, default of suppliers or sub-contractors or default by Customer or an Approved Group Company, including where the Customer requests that servers relating to the Service are located on the Customer's or an Approved Group Company's premise, provided that the Customer is notified of such an event and its expected duration.

#### 15. General provisions

- 15.1 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. Each party acknowledges that in entering into this Agreement it does not rely on, and 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.5 The Customer shall not, without the prior written consent of Qwil Messenger, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Qwil Messenger may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.6 If there is an inconsistency between any of the following documents, the order of precedence shall be: (1) the applicable Order Form; (2) the provisions in the main body of this Agreement; and (3) the Documentation.
- 15.7 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

- 15.8 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 15.9 Except as expressly provided in this Agreement, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.10 Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second Business Day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to the Customer will be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer will be addressed to the relevant Services system administrator designated by the Customer.
- 15.11 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.12 Qwil Messenger undertakes that it shall, and shall require that each of its subcontractors and suppliers (if applicable) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to, the Modern Slavery Act 2015.

## Schedule 1

## CUSTOMER DATA

Data Protection
<p><b>Processing of personal data by Qwil Messenger:</b></p> <p>Qwil Messenger will process personal data on the Customer's behalf in the following manner:</p> <ul style="list-style-type: none"><li>• Processing personal data relating to Authorised Users to on-board them and allow them to use the Services;</li><li>• Retaining key customer contact information for the purposes of keeping in touch about the Services; and</li><li>• Storage of personal data on servers managed by Amazon Web Services in a variety of locations worldwide.</li><li>• Qwil AI: Processing Customer Data with AWS Bedrock Data models and Google Cloud Gemini models ensuring data isolation (no training, user interaction remains isolated), secure infrastructure, encrypted and access control. See privacy policy or request NPT AI Policy.</li><li>• Use of Third Party processors for the purposes of Clause 7.1: Twilio SendGrid (email delivery engine too send invitation emails to Authorised Users) with data processing in data centres in the United States and globally. Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 company number 26-2574840.</li></ul> <p>All such processing will be in accordance with terms of Clause 7 of the MSA.</p>
<p><b>Types of personal data:</b></p> <p>Names, email addresses, usernames, passwords, mobile phone numbers, IP addresses.</p>
<p><b>Categories of data subject:</b></p> <ul style="list-style-type: none"><li>• Customer employees who are Authorised Users</li><li>• Employees of Customer's clients who are Authorised Users</li><li>• Admin and billing contacts at Customer</li><li>• Data subjects referred to in messages sent by Authorised Users using the Services</li></ul>
<p><b>Duration of processing:</b></p> <p>For the term of the MSA</p>