

1 CM TELECOM

- 1.1 **Definitions.** In this paragraph, the following words have the following meanings: (a) CM.com: the Supplier Distributed Service Provider CM Telecom UK (Companies House 08141550); (b) End User: a natural person or entity who is authorised by Client to make use of the Client's End User Services; (c) End User Service: service provided by Client to its End Users, via CM.com; (d) Operator: a (mobile) electronic communications service provider that provides (wireless) voice and data communication and other related services to other Operators and/or for its subscribed end users; (e) CMT Service: a service Supplier provides to the Client under this paragraph 1 as expressly described in an Order/SOW (as applicable); (f) Traffic: electronic communication and/or data traffic from and to a mobile telephone and/or fixed line, mobile device or online application. Such traffic includes without limitation SMS, MMS, Push, OTT, RCS, voice and/or data.
- 1.2 **Fees.** The Supplier shall be entitled to vary the fees with immediate effect if the Supplier Distributed Service Provider varies its fees, provided always that the Supplier shall not increase fees by a greater amount than the increase imposed on it by the Supplier Distributed Service Provider. The Supplier shall make the prevailing fees available from its website (or otherwise in writing) from time to time.
- 1.3 **Traffic.** Client is responsible for the content of Traffic sent by Client, the lawfulness of the Traffic and the identity of the relevant End User, including as to whether such End User has provided a valid consent to receive Traffic, and guarantees that it complies with Law and does not infringe third-party rights. The Client will maintain up to date records of end user consent and provide evidence of these to Supplier upon request. The Client will not send any unsolicited traffic, nor other unethical, illegal, punishable or otherwise fraudulent or illicit traffic or content.
- 1.4 **Disclosure.** Client acknowledges and agrees that Supplier may be obliged by Operators and/or competent authorities to provide the data of Client as described in the previous paragraph and the data of other parties that are being connected via Client. Supplier shall only be entitled to do, (subject to any obligations of confidence owed by the Client to its End Users) only where mandated by Law and then only where subject to a court order requiring the same (Supplier having first notified the Client in writing sufficiently in advance of any such requirement so as to enable the Client (and/or its End users) a reasonable opportunity to take legal advice and formally object to any such disclosure.
- 1.5 **Audit.** Client shall cooperate with any audit which investigates whether the Client is acting in accordance with Law provided that any such audit takes place no more frequently than once each year during the term of this paragraph 1, on not less than 30 days prior written notice, is during the Client's normal business hours, is subject to the Client accompanying all persons conducting such audit and all such persons agreeing direct written obligations of confidentiality to the Client and Supplier is responsible and liable for the actions of such persons and for ensuring that such audit does not unduly interrupt the normal business operations of the Client.
- 1.6 **Client Indemnity.** The Client shall indemnify and hold harmless the Supplier from all Costs arising from any claim or complaint made by any third party against the Supplier arising out of in connection with the Client's use of, rights in, and/or exploitation of the CMT Service and/or any additional services provided by Supplier under this paragraph 1, save to the extent that such claim or complaint arises as a result of the Supplier's breach of this Contract.
- 1.7 **Services.** CMT Services are rendered and made available in accordance with the CM.com Service Level Agreement ('SLA') as published on <https://legal.cmtelecom.com/en/cm-com/service-level-agreement>, which SLA is explicitly included herein by reference.
- 1.8 **Personal Data.** Where Supplier is processing End-user Personal Data as a public electronic communication service provider, under the applicable telecom laws and Laws they shall act as an independent data controller with respect to the processing of Personal Data (including but not limited to End-user data) which is necessary for the operation of the electronic communication service. Such data includes but is not limited to Traffic Data. Purposes for which End-user Personal Data are processed are providing the CMT Service, providing continuous information to Client through Supplier Analytics, billing purposes, financial administration, handling complaints and disputes, traffic control, providing information to emergency services, preventing fraud and criminal activities. Supplier will process such data only where this is necessary for compliance with this paragraph 1, in order to comply with a legal obligation to which Supplier is subject or where the processing is necessary for the purposes of the legitimate interests pursued by Supplier or a third party. Where Supplier is processing End-user Personal Data other than as a public electronic communication service provider and are not otherwise determining purpose and means for the processing of such personal data, they are data processor under applicable Laws. Supplier will have the right to collect, extract, compile, synthesise and analyse non-personally identifiable data or information resulting from Client's use or operation of the CMT Services including, by way of example and without limitation, information relating to volumes, frequencies, bounce rates, or any other information regarding communications ("CMT Service Data") Client, its End Users or recipients generate and send using the CMT Services. To the extent any CMT Service Data is collected or generated by Supplier such data will be solely owned by Supplier and may be used by Supplier for any lawful business purpose without a duty of accounting to Client, provided that such data is used only in an aggregated form, without directly or indirectly identifying any person
- 1.9 **Supplier Liability.** In no event will the total liability of Supplier in connection with this paragraph 1 or the CMT Service exceed the amount equal to the average monthly invoice of Client, calculated over the twelve (12) months preceding the event giving rise to liability.
- 1.10 **Sub-Processing.** Client acknowledges and agrees that (a) CM.com's Affiliates may be retained as Sub-processors; and (b) CM.com and CM.com's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the CMT Services.
- 1.11 **Additional Terms and Conditions SMS Messaging.** The messaging account(s) of Client have a standard message credit limit of 10,000,000 messages. Supplier will send Client an electronic notice (e-mail) when Client reaches 75% of the standard message limit. After receiving the message limit notification, Client will be able to pay for the messages in respect of which Supplier has provided the CMT Services but for which no payment has been received by Supplier. Due and timely payment will prevent the messaging account from being (temporarily) suspended when the message limit is reached. Client may request an increase of the applicable message limit. Any changes of the message limit requires written approval of both Parties. Until the credit limit has been changed or messages have been paid by Client, Supplier has the right to suspend the CMT Services without any liability (provided it gives to the Client not less than 45 days notice of its intention to do so, unless any payment shortfall is remedied). Supplier is under no obligation to send SMS messages after such further period until payment is received and/or the limit is increased and accepts no liability for the consequences of said SMS messages not being received by the End Users.
- 1.12 **Additional Terms and Conditions OTT, Social Media and Push Services.** OTT, social media and Push Services provide the Client with the possibility to communicate, share information with, and regarding individual End Users using OTT, social media applications and/or in-app push messaging. It is the sole responsibility of the Client to ensure the communication, the information obtained and sent to the End User is sufficiently secured and protected, and that Client has obtained the required informed consent of each individual End User, or has a lawful basis, before Processing or transferring any information of said End User using OTT, social media channels or

push messaging. Supplier shall not have any responsibility in this regard and Supplier shall provide (access to) OTT, social media and Push Services and all information on “as is” and “as available” basis. The terms and conditions of the organisations providing the various OTT, social media platforms and services integrated in the CMT Service are applicable to the use of the CMT Service by Client. It is Clients responsibility to ensure compliance with said general terms and conditions and Law.

- 1.13 **Additional Terms and Conditions WhatsApp Business Solution.** In the event that WhatsApp Business Solution is a part of the CMT Service provided to Client under this paragraph 1, the following conditions apply, and Client hereby unconditionally accepts and agrees to the WhatsApp Business Solution Terms: www.whatsapp.com/legal/business-solution-terms. Notwithstanding anything in this paragraph 1 to the contrary, the provision of WhatsApp Business Solution is expressly conditional upon the positive outcome of and approval by Supplier following the Supplier client screening procedure (Know your Customer or "KYC"), onboarding, screening and acceptance of Client by WhatsApp. In the event Supplier and/or WhatsApp do not approve and/or accept Client, this paragraph 1 shall for the provision of WhatsApp Business Solution be null and void. In connection with Customer's use of WhatsApp Business Solution, Client may not grant any third-party service provider (hereinafter referred to as 'Independent Software Vendor' and/or 'ISV') access to the WhatsApp Business account of Client and/or Client's WhatsApp Business Traffic, unless the Client and ISV have signed the WhatsApp ISV Terms. Supplier reserves the right to immediately suspend Client's use of WhatsApp Business Solution in the event Client provides access to and/or engages an ISV without prior acceptance of the ISV Terms by Client and the ISV, and approval of the ISV by WhatsApp. If Client intends to, or has engaged and ISV Client shall immediately notify Supplier, provide the information of the ISV as reasonably requested and shall comply with the WhatsApp ISV Terms.
- 1.14 **Additional Terms and Conditions RCS Business Messaging.** In the event that RCS Business Messaging is a part of the CMT Service provided to Client under this paragraph 1, the following conditions apply, and Client hereby unconditionally accepts and agrees to the RCS Business Messaging Terms: <https://developers.google.com/business-communications/rcs-business-messaging/support/tos>. Notwithstanding anything in this paragraph 1 to the contrary, the provision of RCS Business Messaging is expressly conditional upon the positive outcome of and approval by Supplier following the Supplier client screening procedure (Know your Customer or "KYC"), onboarding, screening and acceptance of Client by Jibe Mobile Inc. (a wholly owned subsidiary of Google LLC). In the event Supplier and/or Jibe do not approve and/or accept Client, this paragraph 1 shall for the provision of RCS Business Messaging be null and void. RCS Business Messaging Traffic of Client may be processed by Jibe Mobile Inc. Client shall obtain and maintain any required consents necessary to permit the processing of personal data under RCS Business Messaging Terms by Jibe Mobile Inc. Client shall present or make available to each End User (in relation to RCS Business Messaging) an accurate, legally compliant, privacy policy and terms for Client's End User Services associated with RCS Business Messaging. Such privacy policy and/or terms must (i) ensure the end user authorises Jibe to conduct the data processing activities contemplated under the RCS Business Messaging Terms; and (ii) not conflict with or supersede the RCS Business Messaging Terms in any way.
- 1.15 **Additional Terms and Conditions Apple Messages for Business.** In the event that Apple Messages for Business is a part of the CMT Service provided to Client under this paragraph 1, the following conditions apply and Client hereby unconditionally accepts and agrees to the Apple Messages for Business Register Terms of Use : https://register.apple.com/resources/tou/register_en.html. Notwithstanding anything in this paragraph 1 to the contrary, the provision of Apple Messages for Business is expressly conditional upon the positive outcome of and approval by Supplier following the Supplier client screening procedure (Know your Customer or "KYC"), onboarding, screening and acceptance of Client by Apple Inc. In the event Supplier and/or Apple do not approve and/or accept Client, this paragraph 1 shall for the provision of Apple Messages for Business be null and void.
- 1.16 **Additional Terms and Conditions Voice.** Client represents and warrants that it will refrain from: (i) using the Voice Services for other than normal use as intended by Supplier, (ii) infringing intellectual property rights of third parties, (iii) misusing allocated access codes or issuing such to third parties, (iv) teasing, spamming, offending, causing hurt or annoyance, hacking or causing a nuisance in some other way, (v) establish connections on a large scale to sales numbers or services, (vi) as well as every action as a result of which payments owing to Supplier are improperly restricted. Client shall not use or permit others to use the Voice Services in a manner that is fraudulent or unauthorised. Supplier may, without notice and without liability, interrupt all Client's communications to prevent or terminate fraudulent and/or unauthorised activities. Supplier is obligated to use reasonable efforts to enable interoperability of services in order to make telephone numbers reachable from as many networks as possible. However, Supplier must rely on the interoperability of services of Operator(s) in each country for end-to-end connectivity. Supplier does not warrant and represent that all telephone numbers from all networks will be reachable at all times. Client is responsible to securely connect its network or systems with the Platform of Supplier. Client is responsible for all Traffic submitted to the Platform of Supplier or initiated from the Client account and is without exceptions also fully responsible for the payment of all aforementioned Traffic. Client is responsible for its own calling behaviour, call destinations and Traffic to and/or through the Platform of Supplier. Client is required to send along the correct information with regard to the location where the call is initiated/set up ("Caller" or "Sender ID") with every call that comes through the Platform of Supplier via the connection of Client. Withholding that actual location information - intentionally or by accident - is in any case, but certainly in the event of trying to lower costs, considered to be unreasonable use of the Service by Client and is strictly forbidden. In this event, Supplier may take immediate proportionate measures including but not limited to applying a surcharge and disconnecting the Service.