Version: 3 March 2025 - 23 February 2026

1. Definitions

The terms used in the Agreement and these Terms and Conditions with initial capital letters are defined and have the meanings as set forth in this section:

Agreement: the overarching contractual framework between CM.com and the Client, comprising (i) a master agreement, framework agreement, order form, or any other overarching agreement governing the relationship between the Parties; and (ii) these Terms and Conditions, as well as any referenced or incorporated documents.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the ownership of more than 50% of the voting interests of the entity, or the ability to direct its management and policies.

Applicable Data Protection Laws: all relevant laws and regulations concerning the processing, management, and protection of personal data by CM.com and/or the Client, including (but not limited to) the General Data Protection Regulation (GDPR) for the Clients operating within the European Economic Area (EEA).

Applicable Law: any current national, local, or other law, regulation, rule, enforceable regulatory guidance, order, judgment, decree, or ruling that governs the Client’s access to and use of the Services in any jurisdiction. This includes data protection and privacy regulations, as well as specific conditions, policies, and/or applicable rules or regulations of Operators affecting the Service or End User Services.

Client: any individual, corporation, partnership, or other legal entity identified as a customer in the Agreement.

Client Materials: all information, data, content, and other materials, in any form or medium, provided by or on behalf of the Client to CM.com in connection with the Client’s use of the Service.

CM.com: the CM.com group company as identified in the Agreement which enters into an Agreement with the Client.

CM.com IP: the Service, including all related software, the CM.com Platform, and any improvements, modifications, enhancements, or derivative works of these, as well as all associated Intellectual Property Rights of the Service.

CM.com Platform: CM.com’s technological environment intended to provide Services and to establish connections between an Operator network and the Client’s system.

Intellectual Property Rights: all intellectual property rights worldwide, for the entire duration of protection, including (i) patents, registered trademarks, service marks, copyrights, design rights, and applications for any of the foregoing; (ii) unregistered trademarks, service marks, design rights, and copyrights; and (iii) trade secrets, know-how, and any related rights.

Effective Date: the date on which the Agreement formally takes effect.

End User: a natural person or entity authorized by the Client to use the Client's End User Services.

End User Service: services provided by the Client to its End Users, which may utilize or integrate CM.com's Services.

Governing Law: The specific national law designated in the Governing Law and Dispute Terms that applies to the interpretation, validity, and enforcement of the Agreement, including the rights and obligations of the Parties

Operator: electronic communications service provider, or provider of over-the-top (OTT) communication services, offering (wireless) messaging, voice, data communication, and other related services to its customers, including CM.com, its subscribed end users, and other Operators.

Order Form: a document explicitly agreed between CM.com and the Client that specifies the commercial terms, scope, and specific conditions related to the Services provided under the Agreement. The Order Form may include, but is not limited to, pricing, subscription details, usage plans, Service-specific terms, and any deviations from these Terms and Conditions. Each executed Order Form forms an integral part of the Agreement and shall take precedence over these Terms and Conditions with respect to the terms explicitly set forth therein.

Party: any individual, corporation, partnership, or other legal entity that has entered into the Agreement, specifically referring to CM.com and each Client, collectively referred to as the Parties.

Personal Data: information related to an identified or identifiable natural person ("data subject"), who can be identified, directly or indirectly, through identifiers such as a name, ID number, location data, or other unique characteristics.

Service(s): services offered by CM.com under the Agreement, including, but not limited to, electronic communications, professional services, and software as a service (SaaS). These may encompass platform services, access to and use of the CM.com Platform, application programming interfaces (APIs) associated with CM.com, and communications services connected to the CM.com Platform and/or CM.com APIs.

Traffic: any electronic communication or data transmitted between a mobile telephone, fixed line, mobile device, or online application, including but not limited to SMS, MMS, Push, OTT, RCS, voice, or data.

Working Day: any day, Monday through Friday, between 8:30 a.m. and 5:00 p.m. in the time zone of the relevant CM.com entity providing the Service, excluding national public holidays.

2. Scope of Agreement

2.1 These Terms and Conditions apply to all Agreements between CM.com and the Client unless the Parties have expressly agreed otherwise through a separately signed written agreement.

2.2 The applicability of any terms and conditions other than those explicitly set forth in the Agreement or these Terms and Conditions, including general (purchasing) terms that the Client may use, is expressly excluded.

2.3 The Parties hereby agree that any electronic signature shall have the same legal validity and enforceability as a handwritten signature, to the fullest extent permitted by Governing Law. For these Terms and Conditions, any reference to "written" or "in writing" means any form of documented communication, including electronic signatures, and other electronic means of transmission.

2.4 Applicable Law applies to the End User Services offered by the Client to its End Users in the country where the

End User Service is provided. The Client is responsible for familiarizing itself with such Applicable Law and obtaining independent legal advice if necessary. CM.com makes no warranties and accepts no responsibility for the Client's compliance with Applicable Law, which remains the sole responsibility of the Client.

2.5 The following documents and policies form an integral part of these Terms and Conditions and the Agreement. They are available online and may be updated from time to time by CM.com:

a. Data Processing Addendum (DPA), available at: https://www.cm.com/en-gb/app/legal/connect-engage/data-processing-addendum-dpa/. This document outlines the terms governing the processing of Personal Data when CM.com acts as a Processor for the Client.

b. Service Level Agreement (SLA), available at: https://www.cm.com/en-gb/app/legal/connect-engage/service-level-agreement/. The SLA defines the performance standards and availability commitments for the Services provided by CM.com.

c. Service-Specific Terms, available at: https://www.cm.com/en-gb/app/legal/connect-engage/terms-and-conditions/ . These terms apply to specific Services purchased by the Client under the Agreement.

d. Country-Specific Terms, available at: https://www.cm.com/en-gb/app/legal/connect-engage/terms-and-conditions/ . These terms apply to Services delivered in specific countries and reflect local regulatory requirements.

e. Anti-Spam Policy, available at: https://www.cm.com/nl-nl/app/legal/connect-engage/anti-spam-policy/. This policy outlines the acceptable use of Services to prevent spam and unsolicited communications.

f. Governing Law and Dispute Terms, available at: https://www.cm.com/en-gb/app/legal/connect-engage/terms-and-conditions/. These terms specify the specific national law that governs the Agreement, as well as the courts or dispute resolution forums with exclusive jurisdiction over any disputes arising from or in connection with the Agreement.

2.7 In the event of any conflict or inconsistency between the various documents forming the Agreement, the following order of precedence shall apply, with documents listed first having the highest priority: (i) any master agreement, framework agreement, Order Form, or other overarching agreement governing the relationship between the Parties; (ii) these Terms and Conditions; and (iii) any other documents incorporated by reference or attached to the foregoing.

2.8 Prior to executing the Agreement, the Client shall, upon CM.com's request, provide accurate and complete information regarding its business entity. This includes, but is not limited to, its legal name, registration details, ownership structure, and any documentation required for CM.com to perform Know-Your-Customer (KYC) and/or Customer Due Diligence (CDD) assessments in compliance with Governing Law. The Client agrees to promptly notify CM.com in writing of any material changes to its business entity, ownership, structure, or other relevant details that may affect CM.com's KYC/CDD obligations. The Agreement is expressly conditional upon the positive outcome of and approval by CM.com following the CM.com KYC and/or CDD assesment.

3. Pricing, Payment, and Taxes

General payment terms

3.1 The Client shall pay all fees specified in the Agreement in the currency designated therein. All fees are exclusive

of value-added tax (VAT), and/or any other applicable taxes, charges, or levies imposed by any governmental authority, which shall be borne by the Client unless otherwise stated in the Agreement.

3.2 The Client shall be charged for all Traffic sent to, from, or received by the CM.com Platform. Traffic fees are determined based on CM.com's records, which shall be conclusive for billing purposes. Traffic fees are as specified in the applicable Order Form or published on CM.com's website. CM.com reserves the right to adjust Traffic fees without prior notice, including but not limited to adjustments necessitated by changes in Applicable Law or Operator rate changes. The billing period for Traffic fees operates on Central European Time (CET).

3.3 In addition to the fees outlined in Clause 3.1, Traffic fees may be subject to any applicable surcharges, including but not limited to government, regulatory, or Operator fees associated with specific destinations. The Client shall bear all such surcharges in addition to the Traffic fees.

3.4 CM.com reserves the right to adjust its fees annually in accordance with changes in the consumer price index (CPI) applicable to the relevant region over the preceding calendar year. CM.com shall notify the Client of such adjustments through a general notice or by including the adjustment on the applicable invoice. Invoicing and payments

3.5 Upon execution of an Agreement, CM.com shall issue invoices for subscription and setup fees at the beginning of each invoicing period, as specified in the Agreement. For usage-based Services, invoices will be issued monthly at the start of the month following the month in which the usage costs were incurred by the Client. All invoices shall be payable in accordance with the payment terms set forth in the Agreement.

3.6 The Client agrees to receive invoices electronically. CM.com shall send all invoices to the email address provided by the Client during registration or as subsequently updated by the Client in writing. By consenting to electronic invoicing, the Client assumes full responsibility for maintaining a valid and operational email address on record with CM.com to ensure the timely receipt of all invoices.

3.7 The Client shall pay all invoices in full, without delay, set-off, or deduction, within fourteen (14) days of the invoice date, unless explicitly stated otherwise in the Agreement.

3.8 If the Client fails to pay any amount due within the agreed payment term, interest at the maximum rate permitted under Governing Law shall accrue on the outstanding amount without further notice of default by CM.com. The Client shall also reimburse CM.com for all reasonable costs and expenses incurred in collecting overdue amounts, including, but not limited to, attorneys' fees.

3.9 The Client may dispute an invoice in writing and in good faith within the applicable payment term, provided that the undisputed portion of the invoice is paid on time. Banking fees and currency conversion

3.10 For international, non-SEPA transactions, banking fees may be applied by the bank handling the transaction. The Client shall bear all such fees, including those imposed by its own bank, any intermediary banks, and CM.com's bank, as indicated on the invoice. The Client is responsible for ensuring that CM.com receives the full invoiced amount, net of any banking or transfer fees. Any shortfall resulting from deducted fees shall remain payable by the Client.

3.11 CM.com may offset any amount owed by the Client to CM.com against any amounts CM.com owes the Client. If the Client's account contains funds in multiple currencies but lacks sufficient funds in the invoice currency, CM.com may convert available funds in other currencies to the invoice currency to cover the outstanding amount. Such

conversions will be made using a conversion rate determined by CM.com, based on prevailing market rates or CM.com's internal standards.

Credit limits and usage

3.12 The Client's account(s) is assigned a default credit limit of five thousand euros (€5,000). CM.com will notify the Client via email when the Client's usage reaches 80% of the assigned credit limit. The Client may request an increase to the credit limit, subject to CM.com's prior written approval.

3.13 Notwithstanding Clause 3.5, the Client acknowledges and agrees that CM.com may, at its sole discretion and without prior notice, modify (including increasing or decreasing) or revoke the assigned credit limit at any time. If the Client reaches the credit limit, CM.com may, but is not obliged to, immediately suspend the provision of Services until the outstanding balance is reduced through payment or CM.com approves and/or implements an increase in the credit limit. The Client remains fully liable for any outstanding balances, and CM.com reserves the right to demand immediate payment of any overdue invoices.

3.14 The subscription(s) to the Service(s) purchased by the Client under an Order Form may include a usage component (the "Usage Plan"). The Usage Plan entitles the Client to a specified amount or tier of usage, such as the number of authorized users, conversations, messages, profiles, or sessions, as detailed in the applicable Order Form or on CM.com's website. The Client is responsible for implementing and maintaining appropriate processes and procedures to ensure compliance with the terms and conditions of the Usage Plan as specified in the Agreement. If the Client exceeds the allocated usage under the Usage Plan in any given month, CM.com reserves the right to charge the Client immediately for the overage at CM.com's standard rates as outlined in the applicable Order Form or published on CM.com's website. Any unused portion of the Usage Plan in a given month is non-transferable and will not roll over to subsequent months.

Pre-paid accounts

3.15 For Clients with a pre-paid account, charges for the use of certain Services will be deducted from the Client's pre-paid account balance. Access to these Services is contingent on maintaining the required minimum pre-paid balance at all times.

3.16 Pre-paid credits and balances become available for use by the Client on the Working Day following receipt of the payment by CM.com. Pre-paid credits are non-refundable and will expire twelve (12) months from the date of purchase unless otherwise agreed in writing.

3.17 The Client shall be considered in default if a credit card payment results in a chargeback. In such an event, CM.com reserves the right to offset the chargeback amount, along with any applicable fees, against the Client's remaining pre-paid balance. If the pre-paid balance is insufficient or fully depleted, CM.com may, at its sole discretion, terminate the Client's pre-paid account with immediate effect.

3.18 CM.com reserves the right to refuse the Client's registration for a pre-paid account at its sole discretion. Additionally, CM.com may terminate an existing pre-paid account for any reason upon providing notice to the Client. A pre-paid account will be deleted if it is not recharged within three (3) months of registration or if the entire pre-paid balance has been depleted.

4. Client Obligations

4.1 Upon written request, the Client shall provide reasonable assistance and cooperate with CM.com in responding to information requests from law enforcement agencies, regulatory authorities, Operators, or other relevant entities. Such cooperation is necessary to enable CM.com to fulfill its legal and regulatory obligations. CM.com reserves the right to audit the Client's use of the Service to verify compliance with the terms of the Agreement, particularly if CM.com suspects misuse or a violation of the Agreement.

4.2 The Client shall ensure that access to its CM.com Platform account and Services is restricted to authorized personnel only and that login credentials are securely stored and managed. The Client assumes full responsibility for all activity conducted through its CM.com Platform account, including any unauthorized use. The Client is solely liable for all sent or delivered Traffic, ensuring its legality and compliance with Applicable Law, including maintaining up-to-date records of End User consent where required. The Client shall not send spam, unsolicited messages, or any unethical, illegal, or fraudulent Traffic. Furthermore, the Client shall comply with the CM.com Anti-Spam Policy.

4.3 The Client shall use the Services exclusively for their intended and specified purposes as defined in the Agreement. Without limitation, the Client shall not:

a. reverse engineer or otherwise attempt to gain unauthorized access to any component of the Service;

b. resell the Service or permit any third party to use the Service for any purpose other than the Client's internal business purposes, as outlined in the Agreement;

c. interfere with or attempt to disrupt the integrity, performance, or functionality of the Service, or any data or content contained, processed, or transmitted via the Service;

d. collect, extract, or harvest data from or regarding the Service, except where explicitly authorized by features of the Service provided by CM.com for such purposes; or

e. use the Service or any CM.com Confidential Information for benchmarking, competitive analysis, or the development, commercialization, licensing, or sale of any product, service, or technology that competes, directly or indirectly, with the Service.

4.4 The Client is solely responsible for ensuring compliance with all Applicable Law in their jurisdiction, including but not limited to telecommunications and privacy laws. The Client shall bear full responsibility for any claims, damages, fines, penalties, or costs arising from their non-compliance with such Applicable Law. Furthermore, the Client agrees to indemnify, defend, and hold harmless CM.com, its Affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) resulting from the Client's violation of Applicable Law.

5. Warranties and Indemnities

5.1 The Client represents and warrants that (i) it has obtained all necessary rights, consents, authorizations, and licenses required for the use and provision of the Client Materials; (ii) CM.com's use of the Client Materials, as permitted under the Agreement, will not breach any Applicable Data Protection Laws, third-party agreements, or other legal obligations; and (iii) the promotion, provision, and operation of the End User Service by the Client will not

infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other proprietary rights of any third party.

5.2 Without prejudice to Clause 8, the Client shall indemnify, defend, and hold CM.com and its Affiliates harmless against any and all losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by CM.com as a result of any third-party claim, suit, or proceeding arising out of or related to:

a. the Client's use of the Service, End User Service, or Client Materials, including but not limited to claims that such use infringes, misappropriates, or otherwise violates any Intellectual Property Rights, privacy rights, or other proprietary rights of a third party;

b. the Client's use, provision, transmission, display, or storage of the Client Materials in violation of Applicable Data Protection Laws; and/or

c. any unauthorized, unlawful, or fraudulent use of the Service by the Client or its End Users.

5.3 The Client shall indemnify CM.com against any Losses arising from the unauthorized or harmful use of the Service by the Client's and/or its End Users. This includes, but is not limited to, claims related to the content of messages or data transmitted via the Service. CM.com shall promptly notify the Client in writing of any claim for which indemnification is sought and shall provide reasonable assistance and cooperation in the defense or settlement of such claims. The Client may, at its own expense, participate in the defense of any claim and the Parties shall coordinate their defense strategy in good faith to the extent reasonably practicable. Failure or delay in providing such notice shall not relieve the Client of its indemnification obligations, except to the extent that the Client is materially prejudiced by such failure or delay.

6. Confidentiality and Publicity

6.1 As used in these Terms, "Confidential Information" refers to any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") pursuant to the Agreement, whether disclosed orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Service, including its features, functionalities, and related documentation, shall be deemed Confidential Information of CM.com. Confidential Information excludes information or materials that:

a. become publicly available without breach of the Agreement by the Receiving Party;

b. were known to the Receiving Party prior to disclosure by the Disclosing Party, without any confidentiality obligation;

c. are lawfully obtained by the Receiving Party from a third party with the right to disclose such information without breaching any confidentiality obligation; or

d. are independently developed by the Receiving Party without reliance on or access to the Disclosing Party's Confidential Information. This clause does not restrict CM.com from using general knowledge, experience, concepts, or ideas gained during its engagement, provided such use does not involve the disclosure of the Client's Confidential Information.

6.2 The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information and shall not use it for any purpose other than as necessary to fulfill its obligations or enforce its rights under the Agreement. Disclosure of Confidential Information is permitted only:

a. to the Receiving Party's employees, representatives, or contractors who require access to the information to fulfill obligations under the Agreement, provided they are bound by confidentiality obligations no less stringent than those set forth in the Agreement; or

b. as required by Applicable Law or regulatory authorities, provided the Receiving Party gives prior written notice to the Disclosing Party (where legally permissible) to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

6.3 Each Party's obligations regarding the protection of Confidential Information shall commence on the Effective Date and remain in effect for three (3) years following the termination or expiration of the Agreement. Notwithstanding the foregoing, obligations related to Confidential Information that qualifies as a trade secret shall continue to apply for as long as such information is protected as a trade secret under Applicable Law.

6.4 The terms of the Agreement shall be considered Confidential Information of both Parties. However, such terms may be disclosed, on a strictly confidential basis, to the Parties' respective advisors, legal counsel, potential acquirers, investors, or funding sources solely for due diligence or similar evaluative purposes.

6.5 Each Party grants the other Party a limited, non-exclusive, royalty-free, and revocable license to use its name, trademarks, and company logo solely for the purpose of identifying the other Party as a business partner in marketing, sales, financial, and public relations materials. Each Party retains all right, title, and interest in its name, trademarks, and logos, and all goodwill derived from such use shall inure exclusively to the benefit of the Party whose name, trademarks, or logo are used. Either Party may revoke the granted rights under this clause at any time upon written notice. Except as expressly provided in the Agreement, neither Party may use, register, or claim any rights in the other Party's name, trademarks, logos, URLs, or proprietary specifications without the prior written consent of the other Party. CM.com reserves the right to review the Client's use of CM.com's name and branding for compliance with the Agreement and applicable brand guidelines.the Agreement

6.6 As an exception to the confidentiality obligations set forth in Clause 6.1, the Client acknowledges and agrees that CM.com may disclose the Client's data and/or information (and, where applicable, the data and/or information of End Users) to Operators, competent authorities, and/or relevant third parties as necessary to fulfill CM.com's legal and contractual obligations, including but not limited to CDD requirements. Such disclosures shall not be deemed a breach of confidentiality obligations under this Clause 6, provided that such disclosures are limited to the extent required to comply with applicable legal or contractual obligations.

7. Intellectual Property Rights

7.1 Subject to the limited rights expressly granted under the Agreement, each Party retains all rights, title, and interest in and to its respective Intellectual Property. No rights, whether express or implied, are granted by one Party to the other except as explicitly provided in these Terms and Conditions or the Agreement. CM.com reserves the right to update or modify the Service, including adding, altering, or removing functionalities, as part of its rights under the Agreement. CM.com shall provide reasonable prior notice to the Client of such changes. The Client shall continue to fulfill all payment obligations during such updates or modifications, except where the changes

materially and adversely affect the Client's ability to use the Service as agreed.

8. Limitation of Liability

8.1 The Client acknowledges that internet and telecommunication networks inherently involve uncertainties, including but not limited to issues with availability, transmission reliability, and data security. CM.com does not warrant that the Services will be error-free, bug-free, or uninterrupted. CM.com shall not be held liable for delays, interruptions, performance issues, or other problems arising from factors beyond its reasonable control, including but not limited to telecommunication disturbances, hardware limitations, or network issues. In the event of an error, bug, or interruption, CM.com will make commercially reasonable efforts to restore the Services in accordance with industry standards. CM.com conducts regular maintenance and shall provide the Client with reasonable advance notice of any anticipated temporary unavailability of the Services due to scheduled maintenance. Any such temporary unavailability caused by scheduled maintenance shall not constitute a breach of the Agreement.

8.2 CM.com provides the Service and the CM.com Platform on an "as-is" and "as-available" basis. CM.com makes no warranties, express or implied, to the Client or any other party regarding the CM.com Platform, including the Service or any related services provided under the Agreement. To the fullest extent permitted by Governing Law, CM.com expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. CM.com does not guarantee that the CM.com Platform or Services will be error-free, bug-free, uninterrupted, or otherwise meet the Client's specific requirements.

8.3 Without prejudice to Clause 5, neither Party shall be liable to the other for any of the following types of loss or damage, even if advised of their possibility and regardless of the basis of the claim: (i) loss of profits, revenue, or sales; (ii) loss of anticipated savings or bargain; (iii) loss of business opportunity; (iv) costs of substitute services or economic losses; (v) loss of use of any service, equipment, or data; (vi) management or staff downtime; (vii) professional fees or expenses; (viii) business interruption; (ix) data loss or corruption; (x) loss of goodwill or reputation; or (xi) any indirect, incidental, exemplary, punitive, special, or consequential damages.

8.4 Without prejudice to Clause 5, CM.com's total aggregate liability for all claims arising out of or related to the Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the lesser of: (i) the total amount paid by the Client to CM.com in the twelve (12) months immediately preceding the first incident giving rise to such liability; or (ii) fifty thousand euros (€50,000) or the equivalent in local currency. This limitation applies to all claims collectively, regardless of the number of incidents or claims.

8.5 To the maximum extent permitted by Governing Law, the limitations on liability and exclusions specified in this Clause 8 do not apply to liability arising from death or personal injury caused by a Party's gross negligence or willful misconduct.

9. Force Majeure

9.1 Neither Party shall be liable for failure to fulfill any obligation under the Agreement (except for payment obligations for amounts already due) if such failure is caused by a force majeure event. For the purposes of the Agreement, "force majeure" refers to events or circumstances beyond a Party's reasonable control, including, but not limited to: government actions or interventions, strikes, pandemics, epidemics, acts of terrorism or threats thereof, operational disruptions, energy supply interruptions, failures in third-party telecommunications facilities, or any other events that could not reasonably have been avoided or mitigated and that prevent the affected Party from

performing its obligations under the Agreement.

9.2 If a Party is unable to fulfill its obligations under the Agreement due to a force majeure event, it shall notify the other Party in writing within ten (10) Working Days from the date the force majeure event occurs. The notification shall include details of the force majeure event, its expected impact on the affected Party's performance, and, if possible, an estimated duration of the event.

10. Duration, Suspension, and Termination

Duration of the agreement

10.1 The Initial Term of the Agreement shall commence on the Effective Date and shall continue until the expiration of the term specified in the Agreement (the "Initial Term"). If no Initial Term is explicitly specified, the Initial Term shall default to one (1) year from the Effective Date.

10.2 Following the Initial Term, the Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of termination at least three (3) months prior to the expiration of the then-current Term.Suspension and termination

10.3 If the Client materially breaches any provision(s) of the Agreement, CM.com may, at its sole discretion:

a. Suspend the provision of the Service without prior notice;

b. Pursue any and all remedies available under the Agreement or Governing Law, including claims for damages; and/or

c. Terminate the Agreement, provided CM.com has given written notice specifying the breach and the Client has failed to remedy the breach within ten (10) Working Days of receipt of such notice.

10.4 For the purposes of the Agreement, a "material breach" shall include, but is not limited to:

a. The Client's failure to pay any undisputed amount within 30 days after the due date;

b. Repeated violations of data security or privacy obligations imposed by the Agreement, Applicable Law, or relevant industry standards;

c. Any misuse of the Services that constitutes a substantial violation of Applicable Law and/or CM.com's Anti-Spam Policy, materially infringes the rights of third parties, or breaches the core obligations under the Agreement, thereby causing or being likely to cause harm to End Users, other Client, CM.com, its reputation, Affiliates, business operations and/or its legal standing.

d. Any breach that causes or is likely to cause significant damage to CM.com's reputation, End-Users, business operations, or legal standing. 10.6 CM.com will resume the provision of Services once the underlying reasons for suspension have been fully resolved to CM.com's satisfaction, provided that the Client has taken adequate corrective measures to prevent recurrence. However, if the nature, severity, or frequency of the Client's non-compliance indicates a continued risk or breach, CM.com reserves the right to terminate the Agreement permanently without further notice.

10.7 Either Party may terminate the Agreement with immediate effect upon providing written notice if:

a. the other Party becomes subject to bankruptcy, insolvency proceedings, or any similar legal process indicating financial distress, including but not limited to liquidation, receivership, or assignment for the benefit of creditors;

b. a force majeure event, as defined in Clause 9, continues for more than twenty (20) Working Days, rendering the performance of obligations under the Agreement impossible or impractical; or

c. termination is mandated by a competent authority, regulatory requirement, or due to material changes in Operator(s) terms that make the continuation of the Agreement legally or commercially unviable.

10.7 If the Client has received any Services under the Agreement prior to suspension or termination in accordance with Clauses 10.3 or 10.7, all invoiced amounts for such Services, including any outstanding or accrued fees, shall remain due and payable immediately upon suspension or termination.

10.8 If the Client terminates the Agreement before the end of the then-current Term, or if CM.com terminates the Agreement due to the Client's material breach, the Client shall remain liable for all subscription fees covering the remaining duration of the Term. Specifically, the Client shall pay all subscription fees for the period starting from the effective date of termination through to the end of the Initial Term or Renewal Term, as applicable. These fees shall become immediately due and payable upon termination. Survival

10.9 Termination of the Agreement by either Party in accordance with Clause 10 shall not affect any rights, obligations, or liabilities that have accrued prior to such termination. This includes, without limitation, the Client's obligation to pay any outstanding fees or other amounts due up to and including the effective date of termination. All accrued rights, remedies, and obligations under the Agreement shall survive termination, except as otherwise explicitly provided in the Agreement.

10.10 Provisions of the Agreement that by their nature or express terms are intended to survive termination shall remain in full force and effect. This includes, without limitation, Clauses 5 (Warranty), 6 (Confidentiality), 7 (Intellectual Property), 8 (Liability), 9 (Force Majeure), 10 (Termination), and 12 (Governing Law and Disputes).

11. Assignment and Delegation

11.1 Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party's consent: (i) to an Affiliate; (ii) to a successor acquiring substantially all of its business or assets; or (iii) to a financial institution for the purposes of assigning receivables. Any attempted assignment in violation of this Clause shall be null and void. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.2 CM.com may engage its Affiliates and other third parties to perform its obligations under the Agreement. CM.com shall remain fully responsible for the performance of its obligations and shall ensure that any engaged third parties comply with the terms and conditions of the Agreement. Where the engagement of third parties materially impacts the Client's use of the Services, CM.com shall provide the Client with prior notice of such engagement.

12. Governing Law and Dispute Resolution

12.1 The Agreement, and any matters arising out of or in connection with it, shall be governed by the laws specified in the Governing Law and Dispute Terms, excluding any application of conflict-of-law principles. The United Nations

Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

12.2 Any disputes arising out of or in connection with the Agreement, including disputes concerning its existence, interpretation, enforcement, validity, or termination, shall be submitted to the exclusive jurisdiction of the courts specified in the Governing Law and Dispute Terms. The Parties expressly agree to submit to the designated jurisdiction.

13. Miscellaneous Provisions

13.1 The Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral, relating to its subject matter.

13.2 Failure or delay by either Party to enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other rights under the Agreement. Any waiver must be explicitly made in writing to be effective.

13.3 Nothing in the Agreement shall be construed to create a joint venture, partnership, agency relationship, or any authority for either Party to bind the other Party. The Agreement confers no rights on any third party, except that CM.com's parent company and Affiliates may enforce provisions relating to intellectual property, indemnification, liability limitations, and disclaimers as expressly stated herein.

13.4 Upon request by CM.com, the Client shall promptly provide any reasonably requested information necessary for CM.com to fulfill its reporting obligations, without CM.com being required to demonstrate materiality. The Client shall respond within twenty (20) Working Days of receiving the request, either by supplying the requested information or by providing a detailed explanation of its unavailability. Additionally, the Client shall, where feasible, include similar provisions in its agreements with relevant third parties to ensure the availability of such information when required.

13.5 Each Party acknowledges that it has had the opportunity to seek independent legal counsel regarding the Agreement. If any provision of the Agreement is determined to be invalid, illegal, or unenforceable by a court or other competent authority, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, while preserving the Parties' original intent. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect.

13.6 CM.com reserves the right to modify the Agreement and the Terms and Conditions at any time. CM.com shall notify the Client in writing of any material changes. If the Client does not object in writing within one (1) month of receiving such notice, the modifications shall be deemed accepted and become binding. If the Client objects to the proposed modifications within the specified timeframe, the prior Terms and Conditions shall remain in effect, except where the changes are required to comply with new regulatory requirements, legal obligations, or authoritative interpretations of the law. In such cases, the Client shall have no right to object and must comply with the updated Terms and Conditions. If the Client objects to any other modifications, CM.com reserves the right to terminate the Agreement by providing the Client with one (1) month's written notice.

13.7 All notices required or permitted under the Agreement must be in writing and reference the Agreement. Notices to CM.com must be sent to the address of the relevant CM.com entity as specified in the Agreement, and notices to the Client must be sent to the address specified in the Agreement or as updated by written notice to the

other Party. Notices shall be deemed received: (i) upon personal delivery; (ii) one (1) Working Day after deposit with a nationally recognized express courier, with written confirmation of delivery; (iii) three (3) Working Days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (iv) if sent electronically (e.g., via email), upon written confirmation of receipt by the recipient, provided that the notice is sent to the email address designated by the receiving Party for such purposes. For electronic notices, the sending Party must retain proof of transmission, such as an email delivery receipt or equivalent documentation, to validate proper delivery.

13.8 If the Client qualifies as a microenterprise, small enterprise, or non-profit organization, and CM.com provides Service(s) within the European Economic Area (EEA) or the United Kingdom, the Client hereby explicitly waives the following rights (where applicable):

a. To receive the Agreement in a durable medium;

b. To receive a summary of the Agreement; and

c. To be notified when the Client's usage of any Service(s) approaches the volume or time limits associated with the Client's credit limit. Furthermore, if the Agreement specifies a commitment period that exceeds the maximum statutory period, the Client explicitly waives the right to a shorter commitment period.

14. Processing of Personal Data

14.1 CM.com may process Personal Data in its capacity as either an independent Controller or a Processor for the Client. When CM.com processes Personal Data on behalf of the Client, the DPA shall apply. For all processing activities where CM.com determines the purposes and means of processing as an independent Controller, the provisions of this clause shall govern.

14.2 Where CM.com processes Personal Data in connection with its business relationship with the Client, including the names and contact information of the Client's employees or authorized personnel accessing the Client's account, as well as Personal Data required for KYC and CDD purposes, CM.com determines the purposes and means of such processing and shall act as an independent Controller under Applicable Data Protection Laws. This processing may include Personal Data used for account and relationship management, marketing activities, financial and billing data related to the Client's use of the Services, customer support, credit checks, fraud and criminal activity prevention, identification, and compliance with KYC and CDD obligations.

14.3 Where CM.com processes Personal Data in its capacity as a provider of public electronic communications services, it shall act as an independent Controller solely for the purposes necessary to ensure the proper operation and delivery of such services, billing, traffic management, judicial enquiries, End-User enquiries, and/or fraud detection and prevention. This processing shall be carried out in accordance with applicable telecommunication laws and Applicable Data Protection Laws.

14.4 In processing Personal Data pursuant to Clauses 14.2 and 14.3, CM.com shall ensure full compliance with its obligations under Applicable Data Protection Laws.

14.5 CM.com may collect, analyze, and use non-personally identifiable data derived from the Client's use of the Services ("Service Data") in an aggregated and anonymized form. Service Data may include usage metrics, system performance data, and statistical insights related to the Services. CM.com may use this data for service improvements, security enhancements, market analysis, and the development of new features or products. If Service

Data is generated from underlying data that contains Personal Data, CM.com shall ensure that any such Personal Data is irreversibly anonymized before further use. CM.com guarantees that all processed Service Data remains anonymized and cannot be re-identified. Any processing of Service Data does not affect CM.com's confidentiality obligations under Clause 6 and will not result in any unauthorized disclosure of Client or End User data.