

## **QUICKSMS**

### **MASTER DIGITAL SERVICES AGREEMENT (PUBLIC SECTOR EDITION)**

**Version 2.5 – Effective January 2026**

## **1. PARTIES AND STATUS**

1.1 This Master Digital Services Agreement (“Agreement”) is made available by Quick SMS Limited, a company incorporated in Jersey with company number 133441 and having its registered office at 2nd Floor, The Gallais Building, St Helier, JE1 1FW (“QuickSMS”).

1.2 The counterparty to this Agreement is the legal entity identified as the customer in the applicable Call-Off Contract, order form, framework call-off, or service schedule incorporating this Agreement (“Customer”).

1.3 QUICKSMS and the Customer are each referred to as a “Party” and together as the “Parties”.

1.4 This Agreement establishes the standard terms and conditions upon which QUICKSMS agrees to supply, and the Customer agrees to receive, the Services.

1.5 This Agreement is intended to apply to UK public sector and commercial customers and is drafted to support contracting under Crown Commercial Service frameworks, NHS procurement frameworks, and other public sector procurement regimes.

## **2. DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Acceptance Event” means any act by which the Customer indicates acceptance of this Agreement, including electronic acceptance, submission of an order, execution of a Call-Off Contract, or use of the Services after notification of these terms.

“Applicable Law” means all laws, statutes, regulations, regulatory requirements, binding codes of practice, and binding guidance applicable to the Parties and/or the Services from time to time, including without limitation the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Communications Act 2003, Ofcom requirements, applicable sanctions regimes, export control laws, and the binding policies of mobile network operators and channel providers.

“Call-Off Contract” means any order, framework call-off, statement of work, service schedule, or other written agreement entered into between the Parties that incorporates this Agreement and specifies the Services, Charges, term, and any service-specific conditions.

“Charges” means all amounts billed, invoiced, or otherwise payable by the Customer to QUICKSMS in respect of the Services, including without limitation usage-based charges, message volumes, per-unit charges, set-up fees, support fees, termination charges, regulatory levies, carrier charges, pass-through costs, and any other sums stated in the applicable Call-Off Contract or payable under this Agreement.

“Customer Data” means all data, including Personal Data, input, submitted, transmitted, stored, processed, or otherwise handled by or on behalf of the Customer through the Services, including message content, recipient details, and associated delivery and usage records.

“Data Processing Agreement” or “DPA” means QUICKSMS’s data processing agreement published at <https://www.quicksms.com/data-processing-agreement>, as updated from time to time in accordance with this Agreement.

“Service Level Agreement” or “SLA” means QUICKSMS’s service level agreement published at <https://www.quicksms.com/ServiceLevelAgreement>, as updated from time to time in accordance with this Agreement.

“Services” means the messaging, communications, platform, and related services provided by QUICKSMS under this Agreement and any applicable Call-Off Contract, including (without limitation) SMS, inbound and outbound messaging, RCS (including Basic, Single, and Conversational variants), WhatsApp Business, Apple Business Messaging, Facebook Messenger, Instagram Messaging, Viber, Telegram, LINE, Kakao, Zalo, email messaging, voice, IVR, SMS-to-Voice, virtual mobile numbers, shortcodes, application programming interfaces (APIs), analytics and reporting tools, integration services, and associated platform functionality, together with any successor, replacement, enhanced, or emerging communication technologies.

“Usage Data” means the records generated by QUICKSMS’s systems relating to the submission, processing, routing, attempted delivery, delivery reporting, and billing of communications.

2.2 Clause and schedule headings are for convenience only and shall not affect interpretation.

2.3 Words importing the singular include the plural and vice versa.

2.4 References to any statute or statutory provision include any amendment, re-enactment, or replacement.

2.5 References to “including” or “include” shall be construed as “including without limitation”.

2.6 If there is any conflict between documents forming part of this Agreement, the order of precedence shall be: first, the applicable Call-Off Contract; second, any applicable framework terms expressly stated to apply; third, this Agreement; fourth, the SLA; fifth, the DPA; and sixth, any schedules.

### **3. CONTRACT STRUCTURE AND INCORPORATION**

3.1 This Agreement establishes the general legal and commercial framework governing the supply of the Services by QUICKSMS to the Customer.

3.2 The Customer may order Services from QUICKSMS by entering into one or more Call-Off Contracts.

3.3 Each Call-Off Contract shall incorporate this Agreement by reference and shall, upon acceptance in accordance with its terms, form a legally binding agreement between the Parties.

3.4 Each Call-Off Contract shall constitute a separate contract. Termination or expiry of one Call-Off Contract shall not automatically terminate any other Call-Off Contract unless expressly stated.

3.5 Any terms or conditions contained in any purchase order, procurement portal, supplier registration system, or similar document issued by the Customer shall not apply and are expressly rejected.

3.6 Where the Customer procures Services under a public sector framework agreement, the applicable framework terms shall apply only to the extent stated in the relevant Call-Off Contract.

### 3.7 Public Sector Framework Override

Where the Services are procured under a Crown Commercial Service framework, NHS procurement framework, local authority framework, or other applicable public sector procurement arrangement, and there is any conflict between this Agreement and any mandatory statutory procurement requirement or binding framework term, such mandatory requirement or binding term shall prevail solely to the extent required by law and shall not affect the Charges, payment terms, liability caps, indemnities, service credits, or other core commercial provisions of this Agreement unless expressly stated in the applicable Call-Off Contract.

## **4. FORMATION, ELECTRONIC ACCEPTANCE, AND VERSION CONTROL**

4.1 This Agreement is made available to Customers in electronic form and is capable of being accepted digitally.

4.2 The Customer shall be deemed to have accepted this Agreement upon the occurrence of any Acceptance Event.

4.3 The Customer represents and warrants that any individual completing an Acceptance Event has the authority to bind the Customer.

4.4 For the avoidance of doubt, no wet-ink signature is required for this Agreement to be valid and binding.

4.5 Where the Parties agree to sign a Call-Off Contract or related document electronically, such electronic signatures shall have the same legal effect as handwritten signatures.

4.6 QUICKSMS shall publish the current version of this Agreement at a stable internet address and shall display a version number and effective date.

4.7 Upon reasonable request, QUICKSMS shall provide the Customer with a copy of the version of this Agreement that applied on the date of the relevant Acceptance Event.

4.8 Unless otherwise required by Applicable Law, any updated version of this Agreement shall apply only to Call-Off Contracts entered into after the effective date of the update.

4.9 Where a change is required to comply with Applicable Law, binding regulatory instruction, or urgent security requirement, QUICKSMS may implement such change immediately and shall notify the Customer where reasonably practicable.

## **5. COMMENCEMENT AND TERM**

5.1 This Agreement shall commence on the date of the first Acceptance Event and shall continue until terminated in accordance with this Agreement.

5.2 Each Call-Off Contract shall commence and expire in accordance with its stated term.

5.3 No minimum contract term, minimum spend commitment, volume commitment, or exclusivity obligation shall apply unless expressly stated in the applicable Call-Off Contract.

5.4 The expiry or termination of a Call-Off Contract shall not affect any rights, remedies, or obligations that have accrued prior to termination.

## **6. SUPPLY OF SERVICES**

6.1 QUICKSMS shall provide the Services to the Customer during the term of each applicable Call-Off Contract in accordance with this Agreement, the relevant Call-Off Contract, and the SLA.

6.2 QUICKSMS shall exercise reasonable skill and care in the provision of the Services.

6.3 The Customer acknowledges that the Services rely on third-party networks, carriers, hosting providers, interconnect partners, and channel providers, and that availability, routing, and delivery are affected by factors beyond QUICKSMS's reasonable control.

6.4 Except to the extent expressly stated in a Call-Off Contract, QUICKSMS does not warrant or guarantee the delivery, timing, prioritisation, or receipt of any communication transmitted using the Services.

### **6.4A Service Level Agreement Updates**

QUICKSMS may update the Service Level Agreement from time to time, provided that no such update shall materially reduce the overall level of service or adversely affect the Customer's rights under this Agreement. QUICKSMS shall give the Customer reasonable prior notice of any material change.

### **6.5 Third-Party Platforms and Network Services**

The Customer acknowledges that certain elements of the Services rely on third-party platforms, networks, carriers, and service providers, including (without limitation) mobile network operators, OTT messaging platforms, and application providers such as Meta (WhatsApp), Google (RCS), Apple, Rakuten (Viber), and email and voice carriers ("Third-Party Providers").

QUICKSMS does not own, operate, or control the systems, infrastructure, policies, availability, or performance of Third-Party Providers and shall not be responsible or liable for any failure, delay, restriction, suspension, modification, filtering, pricing change, policy change, or unavailability of the Services arising from or attributable to any act or omission of a Third-Party Provider.

The Customer accepts that the availability, functionality, and delivery of messages may be affected by the technical, commercial, regulatory, or policy decisions of Third-Party Providers, and that such matters are outside QUICKSMS's reasonable control.

Any service levels, availability targets, or performance commitments given by QUICKSMS under this Agreement apply solely to QUICKSMS's own platform and systems and do not extend to the systems or services of Third-Party Providers.

### **6.6 Use of Services and Customer Environment**

The Customer acknowledges that the Services are provided for use within the Customer's own technical, operational, and security environment and that the Customer is responsible for ensuring that its systems, devices, networks, applications, and integrations are secure, compatible, and appropriately maintained.

QUICKSMS does not warrant that the Services will be free from viruses, malware, harmful code, unauthorised interference, or security vulnerabilities originating from the Customer's environment, third-party systems, or external networks, nor that the Services will be error-free, uninterrupted, or fully compatible with all Customer systems.

To the fullest extent permitted by law, QUICKSMS shall not be liable for any loss, damage, disruption, data corruption, security incident, system failure, service degradation, or business interruption arising from:

- (a) the Customer's use or misuse of the Services;
- (b) configuration, integration, or operation of the Services by or on behalf of the Customer;
- (c) defects, vulnerabilities, or failures in the Customer's systems or networks;
- (d) third-party software, hardware, platforms, or services; or
- (e) malicious code, cyber incidents, unauthorised access, or any claims arising from the transmission, receipt, or onward delivery of malware, viruses, harmful code, or other harmful content by recipients or third parties, not caused by QUICKSMS's wilful misconduct or gross negligence.

The Customer remains responsible for implementing appropriate security controls, backups, access management, and business continuity arrangements in relation to its own systems and data.

6.7 The behaviour of recipient devices, network filtering, destination restrictions, and channel policies are outside QUICKSMS's control and may affect delivery or presentation of messages.

6.8 QUICKSMS may make changes to the Services where necessary to comply with Applicable Law, regulatory requirements, network rules, channel policies, or security requirements, and shall use reasonable efforts to minimise any material adverse impact on the Customer.

## **7. CUSTOMER RESPONSIBILITIES AND WARRANTIES**

7.1 The Customer shall comply, and shall ensure that its employees, contractors, agents, users, and any third parties acting on its behalf comply, with this Agreement and all Applicable Law in connection with the use of the Services.

7.2 The Customer warrants that it has obtained and shall maintain all necessary licences, permissions, approvals, consents, and lawful bases required to send, transmit, process, and store communications and Customer Data using the Services.

7.3 The Customer warrants that all message content, recipient data, targeting criteria, and communication practices comply with Applicable Law, applicable industry codes of practice, and the policies of relevant mobile network operators and channel providers.

7.4 The Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and communications transmitted through the Services.

7.5 The Customer shall implement and maintain appropriate technical and organisational measures to protect its systems, networks, credentials, and access to the Services against unauthorised access, compromise, misuse, or loss.

7.6 The Customer shall ensure that usernames, passwords, API keys, certificates, tokens, and other access credentials are kept confidential, are not shared improperly, and are rotated or revoked where compromise is suspected.

7.7 The Customer shall notify QUICKSMS without undue delay upon becoming aware of any actual or suspected security incident, unauthorised access, misuse, data breach, or other event that may affect the Services or Customer Data.

7.8 The Customer shall cooperate reasonably with QUICKSMS in connection with investigations, audits, regulatory inquiries, security incidents, and compliance assessments relating to the Services.

7.9 The Customer warrants that its use of the Services will not infringe any intellectual property rights, privacy rights, publicity rights, or other rights of any third party.

7.10 The Customer acknowledges that QUICKSMS does not provide legal, regulatory, or compliance advice and that the Customer remains solely responsible for determining the lawfulness of its communications and practices.

7.11 Where a Call-Off Contract specifies exclusivity, minimum spend, committed volumes, or other commercial commitments, such obligations shall apply only to the extent expressly stated in that Call-Off Contract and shall not be implied.

7.12 QUICKSMS may immediately suspend or restrict the provision of any part of the Services, without liability, where QUICKSMS reasonably believes that the Customer's use of the Services may result in a breach of Applicable Law, regulatory requirements, network operator policies, or may jeopardise QUICKSMS's licences, regulatory status, network access, or commercial relationships in any jurisdiction.

Any suspension under this clause shall not relieve the Customer of its obligation to pay Charges and shall not give rise to any right to refund, credit, or compensation.

## **8. ACCEPTABLE USE, REGULATORY COMPLIANCE, AND SUSPENSION**

8.1 The Customer shall not use, and shall ensure that no person uses, the Services in any manner that is unlawful, fraudulent, misleading, deceptive, abusive, harassing, defamatory, obscene, threatening, discriminatory, or otherwise objectionable.

8.2 Without limitation, the Customer shall not use the Services to send unsolicited communications, spam, phishing messages, scam messages, malware, or content designed to deceive recipients or obtain personal or financial information improperly.

8.3 The Customer shall comply at all times with the technical, operational, and policy requirements imposed by mobile network operators, aggregators, and channel providers, as notified by QUICKSMS or made available through industry channels.

8.4 QUICKSMS may monitor, analyse, and review traffic and usage patterns for the purposes of compliance, fraud detection, security, quality assurance, network protection, and regulatory response. Nothing in this Agreement obliges QUICKSMS to do so for the Customer's benefit.

8.5 Where QUICKSMS reasonably believes that the Customer has breached this Agreement, Applicable Law, or channel policies, or that the Customer's traffic poses a material legal, regulatory, security, or reputational risk, QUICKSMS may immediately suspend, restrict, throttle, or terminate the Services, in whole or in part, with or without notice where reasonably necessary.

8.6 QUICKSMS may comply with lawful requests, instructions, or directions from regulators, law enforcement agencies, courts, network operators, or channel providers, including instructions to block, filter, suspend, or terminate traffic, and the Customer acknowledges that such actions may occur without prior notice and without liability.

8.7 QUICKSMS may implement reasonable traffic management measures, including rate limiting, volume caps, filtering, prioritisation, or routing changes, where necessary to protect platform stability, ensure regulatory compliance, prevent abuse, manage operational risk, or maintain service quality.

8.8 Suspension or restriction of Services under this clause does not relieve the Customer of its obligation to pay Charges accrued or accruing in accordance with this Agreement.

## **9. CHARGES, CREDIT, BILLING, AND PAYMENT**

9.1 The Charges, pricing structure, and any applicable discounts, commitments, or minimum spend arrangements shall be set out in the applicable Call-Off Contract.

9.2 Any extension of credit terms by QUICKSMS is conditional upon the Customer passing QUICKSMS's credit assessment and ongoing credit monitoring. QUICKSMS may withdraw or amend credit terms at any time upon reasonable grounds.

9.3 Where credit terms are approved, QUICKSMS shall invoice the Customer in arrears and invoices shall be payable in cleared funds within thirty (30) days of the invoice date, unless otherwise stated in the Call-Off Contract.

9.4 Where credit terms are not approved, or are withdrawn, the Customer shall pay Charges in advance in accordance with QUICKSMS's instructions and QUICKSMS may suspend Services until payment is received.

9.5 If any undisputed sum is not paid by the due date, QUICKSMS may charge statutory interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily until payment is made in full.

9.6 QUICKSMS may suspend or restrict the Services where any undisputed invoice remains unpaid fourteen (14) days after the due date, without prejudice to any other rights or remedies.

9.7 QUICKSMS may require reasonable financial security, including prepayment, deposits, guarantees, or revised payment terms, where it reasonably considers that the Customer's credit risk has increased.

9.8 Charges shall be calculated based on Usage Data. In the absence of manifest error, Usage Data shall be final and binding for billing purposes.

9.9 Unless expressly agreed otherwise in the applicable Call-Off Contract, all communications submitted to, processed by, attempted by, or routed by QUICKSMS are chargeable, including where delivery is unsuccessful due to network issues, filtering, device behaviour, destination restrictions, content policies, or other factors outside QUICKSMS's reasonable control.

9.10 The Customer is solely responsible for managing, monitoring, and securing its accounts, credentials, integrations, and systems. QUICKSMS does not undertake to monitor or control usage on the Customer's behalf.

9.11 The Customer remains fully liable for all Charges arising through its accounts, including Charges resulting from misconfiguration, compromised credentials, cyber incidents, internal misuse, third-party attacks, automated traffic, malicious activity, or fraud.

9.12 Any spend controls, alerts, or monitoring tools offered by QUICKSMS are supplementary only and do not transfer responsibility to QUICKSMS.

#### 9.13 Regulatory and Third-Party Cost Changes

Where permitted by the applicable public sector procurement framework and any Call-Off Contract, if any change in Applicable Law, regulatory requirement, network operator policy, channel provider policy, or third-party platform pricing (including without limitation Meta, Google, Apple, or mobile network operators) results in a material increase in the cost to QUICKSMS of providing the Services, QUICKSMS may, upon reasonable prior notice and subject to agreement with the Customer, propose an adjustment to the applicable Charges to reflect such increased costs.

Any such adjustment shall be proportionate, transparent, and limited to the extent necessary to reflect the relevant cost increase.

#### 9.14 Inflationary and Cost-Based Adjustment (Automatic Where Permitted)

Subject to and to the extent permitted by the applicable public sector procurement framework and any Call-Off Contract, the Charges shall, on each anniversary of the relevant Call-Off Contract, be adjusted automatically by an amount equal to up to the aggregate of:

- (a) the percentage increase (if any) in the Consumer Prices Index (CPI) published by the UK Office for National Statistics over the preceding twelve (12) month period; and
- (b) an additional sector-related adjustment of up to three per cent (3%) to reflect increased costs associated with network access, security, regulatory compliance, infrastructure investment, and third-party platform charges.

Where automatic adjustment is not permitted by the applicable framework or Call-Off Contract, QUICKSMS may propose an equivalent adjustment in accordance with this clause, supported by reasonable evidence, and subject to agreement with the Customer (such agreement not to be unreasonably withheld or delayed).

Any adjustment under this clause shall be proportionate, transparent, evidenced on request, and limited to the extent reasonably necessary to reflect the relevant cost increases.

9.15 All Charges are exclusive of VAT and any other applicable taxes, levies, duties, regulatory fees, and carrier or platform charges, which shall be payable by the Customer in addition.

9.16 The Customer shall not withhold, set off, or deduct any amounts from invoices except as required by Applicable Law.



## **10. DATA PROTECTION AND PRIVACY**

10.1 Each Party shall comply with its respective obligations under Applicable Law relating to data protection and privacy.

10.2 The DPA is incorporated into this Agreement by reference and forms part of this Agreement.

10.3 For the purposes of UK GDPR, the Customer acts as Controller (or Processor acting on behalf of its own Controller) and QUICKSMS acts as Processor in respect of Customer Personal Data.

10.4 The Customer warrants that it has a valid lawful basis for Processing Personal Data and for instructing QUICKSMS to Process such data.

10.5 QUICKSMS shall implement appropriate technical and organisational measures to protect Customer Data, as further described in the DPA, the SLA, and Schedule 1.

10.6 Customer Data shall be hosted and processed in the United Kingdom for core service delivery unless otherwise expressly agreed in writing.

10.7 QUICKSMS may appoint sub-processors in accordance with the DPA and Schedule 2.

10.8 The Customer acknowledges that the DPA may be updated from time to time to reflect legal, regulatory, or security requirements, provided that material reductions in protection shall not be made without reasonable notice except where required by law.

## **11. FREEDOM OF INFORMATION AND TRANSPARENCY**

11.1 Where the Customer is subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Customer shall be responsible for determining whether any information must be disclosed.

11.2 QUICKSMS shall provide reasonable assistance to the Customer in responding to information requests relating to the Services, provided that the Customer gives prompt notice and sufficient time.

11.3 QUICKSMS may charge reasonable costs for assistance where permitted by law.

11.4 Disclosure required by Applicable Law, a court, or competent authority shall not constitute a breach of this Agreement.

## **12. AUDIT, ASSURANCE, AND RECORDS**

12.1 QUICKSMS shall maintain appropriate records and controls to evidence performance and compliance with this Agreement, proportionate to the nature of the Services.

12.2 Subject to at least thirty (30) days' prior written notice, the Customer may audit QUICKSMS's compliance with this Agreement and the DPA no more than once in any twelve-month period per Call-Off Contract, unless required by law or following a material incident.

12.3 Audits shall be conducted during normal business hours, in a manner that minimises disruption, and subject to QUICKSMS's reasonable security and confidentiality requirements.

12.4 The Customer shall bear its own audit costs and shall reimburse QUICKSMS for reasonable time and expenses where the audit is not legally required and identifies no material breach.

12.5 QUICKSMS may satisfy audit requests by providing relevant third-party certifications, independent audit reports, and assurance documentation, where these reasonably address the Customer's requirements.

### **13. BUSINESS CONTINUITY, DISASTER RECOVERY, AND EXIT MANAGEMENT**

13.1 QUICKSMS shall maintain and operate appropriate business continuity and disaster recovery arrangements designed to support the ongoing provision of the Services and the timely restoration of service following disruptive events.

13.2 Such arrangements shall be proportionate to the nature of the Services and shall be consistent with the commitments set out in the SLA and Schedule 3.

13.3 QUICKSMS shall periodically review, maintain, and test its business continuity and disaster recovery plans in accordance with its internal governance processes and applicable certification requirements.

13.4 Where a disruptive incident materially affects the provision of the Services, QUICKSMS shall use reasonable efforts to implement its recovery procedures and to communicate relevant information to the Customer in accordance with the SLA.

13.5 Upon termination or expiry of a Call-Off Contract, and subject to the Customer having paid all undisputed Charges, QUICKSMS shall provide reasonable exit and transition assistance to enable the Customer to migrate to an alternative solution or supplier.

13.6 Exit assistance may include the provision of Customer Data in commonly used formats, reasonable cooperation with the Customer's incoming supplier, and the provision of relevant technical and operational information.

13.7 Unless otherwise stated in the applicable Call-Off Contract, exit assistance requiring material engineering, professional services, or bespoke development effort may be subject to additional Charges at QUICKSMS's then-current rates.

13.8 The Customer acknowledges that responsibility for planning and managing its own business continuity arrangements, including contingency arrangements for alternative suppliers, remains with the Customer.

### **14. INTELLECTUAL PROPERTY RIGHTS AND BRANDING**

14.1 All intellectual property rights in and to the Services, the QUICKSMS platform, software, documentation, APIs, configurations, and related materials ("Supplier Materials") shall remain vested in QUICKSMS or its licensors.

14.2 Nothing in this Agreement transfers any ownership rights in Supplier Materials to the Customer.

14.3 The Customer retains all intellectual property rights in Customer Data and in the content of communications transmitted using the Services.

14.4 Subject to payment of Charges and compliance with this Agreement, QUICKSMS grants the Customer a non-exclusive, non-transferable, non-sublicensable licence during the term of the applicable Call-Off Contract to access and use the Services solely for the Customer's internal business purposes.

14.5 The Customer shall not copy, modify, reverse engineer, decompile, disassemble, or create derivative works from the Services or Supplier Materials except to the extent expressly permitted by Applicable Law.

14.6 The Customer shall not remove, obscure, or alter any proprietary notices, branding, or intellectual property notices displayed in connection with the Services.

14.7 The Customer shall not use QUICKSMS's name, trademarks, logos, or branding in press releases, marketing materials, or public communications without QUICKSMS's prior written consent, except where required by Applicable Law.

14.8 Subject to any documented branding restrictions notified in writing by the Customer, QUICKSMS may identify the Customer as a customer of the Services and may use the Customer's name and logo in marketing materials, websites, proposals, presentations, and tender submissions in a factual and non-misleading manner.

#### 14.8A Use of QUICKSMS Branding and Reputational Protection

The Customer shall not use, display, reference, or associate QUICKSMS's name, trademarks, logos, trade names, service marks, or branding ("QUICKSMS Marks") in any public communication, campaign, website, social media content, promotional material, or third-party publication without QUICKSMS's prior written consent, except where required by Applicable Law.

The Customer shall not represent, imply, or suggest that QUICKSMS endorses, sponsors, approves, or is otherwise associated with any campaign, message content, political activity, fundraising activity, or third-party product or service.

The Customer shall not use the Services in any manner that is reasonably likely to bring QUICKSMS into disrepute, cause reputational harm, or adversely affect QUICKSMS's standing with regulators, network operators, channel providers, or other customers.

Where QUICKSMS reasonably considers that the Customer's use of the Services or reference to QUICKSMS's brand poses a material reputational risk, QUICKSMS may require the Customer to cease such use immediately and may take reasonable protective action in accordance with this Agreement.

14.9 Benchmarking and Performance Testing - The Customer shall not publish, disclose, or make available to any third party any benchmark, performance evaluation, or comparative analysis of the Services without QUICKSMS's prior written consent, such consent not to be unreasonably withheld or delayed, save where disclosure is required by Applicable Law

## 15. CONFIDENTIALITY

15.1 Each Party undertakes to keep the other Party's Confidential Information confidential and to use such Confidential Information solely for the purposes of performing this Agreement.

15.2 A Party may disclose the other Party's Confidential Information only to those of its employees, officers, professional advisers, auditors, insurers, and subcontractors who have a need to know such information for the purposes of this Agreement and who are subject to confidentiality obligations no less protective than those set out in this Agreement.

15.3 A Party may disclose Confidential Information to the extent required by Applicable Law, court order, or the requirements of any competent regulatory or governmental authority,

provided that, where legally permitted, it gives the other Party prompt notice of such requirement.

15.4 Each Party shall implement reasonable measures to protect the confidentiality and security of the other Party's Confidential Information.

15.5 Confidentiality obligations under this Agreement shall survive termination or expiry for a period of five (5) years, or, in respect of trade secrets, for so long as such information remains a trade secret.

15.6 Customer Data and Personal Data shall be treated as Confidential Information in addition to being subject to the DPA.

## **16. FORCE MAJEURE**

16.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent that such failure or delay is caused by an event beyond its reasonable control, including without limitation acts of God, natural disasters, war, terrorism, civil unrest, strikes, epidemics, pandemics, governmental actions, widespread telecommunications failures, or failures of utility services ("Force Majeure Event").

16.2 The affected Party shall notify the other Party as soon as reasonably practicable of the occurrence of a Force Majeure Event and shall use reasonable efforts to mitigate its effects.

16.3 If a Force Majeure Event continues for a period of more than sixty (60) consecutive days and materially prevents performance of the affected Call-Off Contract, either Party may terminate that Call-Off Contract by written notice without liability, subject to payment of Charges accrued prior to termination.

## **17. LIMITATION AND EXCLUSION OF LIABILITY**

17.1 Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, or any other liability which cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, QUICKSMS shall not be liable for any loss of profits, loss of revenue, loss of business, loss of goodwill, loss of reputation, loss of anticipated savings, business interruption, or any indirect, special, or consequential loss arising out of or in connection with this Agreement.

17.3 Subject to clauses 17.1 and 17.4, the total aggregate liability of QUICKSMS arising under or in connection with this Agreement and any Call-Off Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lower of:

- (a) the total Charges billed and payable by the Customer to QUICKSMS in respect of the relevant Services during the six (6) months immediately preceding the event giving rise to the claim; and
- (b) five hundred thousand pounds sterling (£500,000).

17.4 The liability cap in clause 17.3 shall not apply to the Customer's indemnity obligations under clause 18 or to any obligation of the Customer to reimburse QUICKSMS for regulatory fines, penalties, or enforcement costs.

17.5 Subject to clause 17.1, QUICKSMS shall have no liability for any failure, delay, degradation, suspension, or interruption of the Services arising from third-party systems, networks, carriers, aggregators, channel providers, hosting providers, or internet service providers.

17.6 Except as expressly stated in this Agreement and to the extent permitted by Applicable Law, the Services are provided on an “as is” and “as available” basis and all implied warranties, conditions, and representations are excluded.

17.7 The Customer acknowledges that the Charges reflect the allocation of risk under this Agreement and that this clause 17 is reasonable in the circumstances.

#### 17.8 Exclusive Remedies and No Service Credits

Except as expressly stated in this Agreement or an applicable Call-Off Contract, QUICKSMS does not offer service credits, refunds, rebates, or other service-level compensation in respect of any failure to meet performance targets, availability levels, delivery rates, or service metrics.

The Customer acknowledges and agrees that its sole and exclusive remedies for any failure of the Services shall be those expressly set out in this Agreement, and that no automatic service credits, financial penalties, or usage offsets shall apply.

The Customer shall not withhold, set off, or reduce any Charges on the basis of any alleged service failure, delay, degradation, or interruption, save as expressly permitted under this Agreement.

### **18. INDEMNITIES, REGULATORY ENFORCEMENT, AND FINES**

18.1 The Customer shall indemnify, defend, and hold harmless QUICKSMS against all losses, liabilities, damages, costs, expenses, and claims (including reasonable legal fees) arising out of or in connection with:

- (a) any breach of this Agreement by the Customer;
- (b) any unlawful, misleading, or non-compliant content transmitted by the Customer;
- (c) any failure by the Customer to obtain valid consent or comply with Applicable Law;
- (d) misuse of the Services;
- (e) breach of channel provider policies; or
- (f) any third-party claim arising from Customer Data or Customer communications.

18.2 QUICKSMS shall notify the Customer promptly of any claim in respect of which it seeks indemnification and shall provide reasonable cooperation in the defence and settlement of such claim.

18.3 The Customer may conduct the defence and settlement of any indemnified claim, provided that it does not admit liability on behalf of QUICKSMS or impose any non-financial obligations on QUICKSMS without QUICKSMS's prior written consent.

18.4 Nothing in this Agreement shall prevent QUICKSMS from taking immediate action necessary to comply with Applicable Law, regulatory instructions, or network requirements, or to mitigate legal or operational risk.

18.5 Where QUICKSMS incurs any fine, penalty, charge, sanction, carrier breach charge, administrative fee, or regulatory enforcement cost arising directly from the Customer's breach of this Agreement, unlawful or non-compliant traffic, consent failure, misuse of the Services, or breach of Applicable Law or channel policies, the Customer shall reimburse QUICKSMS in full together with all reasonable associated legal and administrative costs.

18.6 The Customer shall indemnify and keep indemnified QUICKSMS against all losses, damages, costs, expenses, liabilities, and claims suffered or incurred by QUICKSMS arising out

of or in connection with any suspension, restriction, blocking, investigation, sanction, or enforcement action by any regulator, network operator, or platform provider in any jurisdiction, to the extent caused by the Customer's breach of this Agreement, Applicable Law, or any applicable platform or network policies.

This indemnity shall include, without limitation, any loss of revenue, loss of business, rerouting costs, remediation costs, and reputational damage suffered by QUICKSMS.

The liability cap in Clause 17 shall not apply to this indemnity.

18.7 Clause 18.5 shall not apply to the extent that such fine or penalty arises solely from QUICKSMS's wilful misconduct or gross negligence.

## **19. TERMINATION AND SUSPENSION**

19.1 Either Party may terminate a Call-Off Contract by written notice if the other Party commits a material breach of this Agreement or the applicable Call-Off Contract and, where such breach is capable of remedy, fails to remedy it within fourteen (14) Business Days after receipt of written notice requiring remedy.

19.2 QUICKSMS may immediately suspend or restrict the provision of the Services, in whole or in part, where required by Applicable Law, regulatory or network operator instruction, or where QUICKSMS reasonably considers that continuing to provide the Services would expose it to material legal, regulatory, financial, operational, or reputational risk.

19.3 QUICKSMS may terminate a Call-Off Contract with immediate effect by written notice if the Customer becomes insolvent, enters into liquidation, administration, receivership, or any analogous proceeding, ceases or threatens to cease carrying on business, or suffers a material adverse change in financial position such that QUICKSMS reasonably believes payment risk has increased.

19.4 Where permitted under applicable public sector framework terms, the Customer may terminate a Call-Off Contract for convenience by giving not less than the notice period stated in the applicable Call-Off Contract.

19.5 Upon termination or expiry of a Call-Off Contract for any reason, the Customer shall immediately pay all Charges accrued up to the date of termination together with any undisputed Charges incurred during any agreed exit period.

19.6 Where a Call-Off Contract includes minimum commitments, committed spend, early termination charges, or volume guarantees, such provisions shall apply only where expressly stated in that Call-Off Contract and shall survive termination.

19.7 Termination or suspension under this Agreement shall be without prejudice to any other rights or remedies available to either Party.

### **19.8 Change of Control**

A change of ownership, control, or management of QUICKSMS (whether by share sale, asset sale, merger, reorganisation, or otherwise) shall not constitute a breach of this Agreement and shall not entitle the Customer to terminate this Agreement or any Call-Off Contract, provided that QUICKSMS continues to perform the Services in accordance with this Agreement.

## **20. ASSIGNMENT, NOVATION, AND CHANGE OF CONTROL**

20.1 QUICKSMS may assign, novate, or transfer this Agreement and any Call-Off Contract, in whole or in part, to any member of its corporate group or to any purchaser of all or substantially all of its business, assets, or shares, without the Customer's consent, provided that QUICKSMS gives the Customer reasonable prior notice and ensures that the assignee assumes QUICKSMS's obligations.

20.2 Neither Party may otherwise assign, novate, or transfer this Agreement or any Call-Off Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

20.3 Any attempted assignment in breach of this clause shall be void.

20.4 A change of control of the Customer shall not relieve the Customer of its obligations under this Agreement.

## **21. COMPLIANCE, ETHICS, AND GOVERNANCE**

21.1 Each Party shall comply with all Applicable Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall maintain adequate procedures designed to prevent bribery.

21.2 Each Party shall comply with all Applicable Law relating to modern slavery and human trafficking and shall maintain appropriate policies and controls.

21.3 Each Party shall comply with applicable sanctions, export control, and trade restriction regimes and shall not use the Services in any manner that would cause the other Party to breach such regimes.

21.4 The Customer warrants that its use of the Services will not expose QUICKSMS to regulatory investigation, enforcement action, or sanction.

21.5 The Parties shall cooperate reasonably in connection with compliance audits, regulatory inquiries, and assurance processes relating to the Services.

### **21.6 Information Security and Cyber Assurance**

QUICKSMS shall maintain an information security management framework aligned to recognised industry standards and public sector assurance requirements, including, where applicable, ISO/IEC 27001, Cyber Essentials and Cyber Essentials Plus, and the NHS Data Security and Protection Toolkit.

QUICKSMS shall implement and maintain appropriate technical and organisational measures to protect the confidentiality, integrity, and availability of Customer Data and the Services against unauthorised access, loss, misuse, or compromise.

Where reasonably requested by the Customer in connection with assurance, audit, or procurement requirements, QUICKSMS shall provide proportionate evidence of its information security certifications, controls, and compliance status.

### **21.7 Social Value, Sustainability, and ESG Commitments**

QUICKSMS shall, in the performance of this Agreement and the provision of the Services, have due regard to the United Kingdom Government's Social Value Model, including Procurement

Policy Note PPN 06/20 (as updated from time to time), and to applicable public sector sustainability, environmental, and social responsibility objectives.

QUICKSMS commits to operating in a manner that supports economic, social, and environmental wellbeing, including through:

- (a) promoting fair employment practices, workforce wellbeing, equality, diversity, and inclusion;
- (b) supporting skills development, training, and responsible supply chain management;
- (c) minimising environmental impact through energy efficiency, waste reduction, and sustainable procurement practices;
- (d) maintaining responsible governance, ethical business conduct, and transparency.

#### 21.8 Environmental and Net Zero Commitment

QUICKSMS shall maintain and implement environmental management practices aligned to recognised standards, including ISO 14001 and Net Zero principles, and shall take reasonable steps to reduce carbon emissions, resource consumption, and environmental impact arising from the delivery of the Services.

Where reasonably requested by the Customer, QUICKSMS shall provide proportionate information relating to its environmental performance and sustainability initiatives.

#### 21.9 Community, Economic, and Social Impact

QUICKSMS shall seek, where practicable, to support positive local and national economic and social outcomes through:

- (a) engagement with small and medium-sized enterprises and local suppliers;
- (b) investment in workforce development and apprenticeships;
- (c) participation in community, digital inclusion, and skills initiatives;
- (d) promoting ethical sourcing and responsible subcontracting.

#### 21.10 Social Value Reporting and Assurance

Where required under applicable procurement frameworks or Call-Off Contracts, QUICKSMS shall cooperate reasonably with the Customer in providing information, evidence, and reporting relating to social value, sustainability, and ESG performance.

Such reporting shall be proportionate, reasonable in scope, and consistent with QUICKSMS's existing governance, certification, and assurance frameworks.

## 22. NOTICES

22.1 Any notice given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post, or sent by email to the addresses specified in the applicable Call-Off Contract or otherwise notified in writing.

22.2 Notices shall be deemed received as follows: if delivered by hand, on delivery; if sent by post, at 9:00 am on the second Business Day after posting; if sent by email, at the time of transmission, provided no delivery failure notification is received.



22.3 This clause does not apply to the service of legal proceedings.

## **23. ENTIRE AGREEMENT AND RELIANCE**

23.1 This Agreement and each applicable Call-Off Contract constitute the entire agreement between the Parties in relation to their subject matter and supersede all prior agreements, arrangements, and understandings.

23.2 Each Party acknowledges that it has not relied on any statement, representation, assurance, or warranty not expressly set out in this Agreement, except in respect of fraud.

23.3 Nothing in this Agreement limits liability for fraudulent misrepresentation.

23.4 Assignment and novation of this Agreement and any Call-Off Contract are governed exclusively by Clause 20.

## **24. SEVERANCE**

24.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

24.2 If such modification is not possible, the provision shall be deemed deleted and the remaining provisions shall continue in full force and effect.

## **25. WAIVER**

25.1 A failure or delay by a Party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.

25.2 A waiver shall be effective only if given in writing and shall not constitute a continuing waiver.

## **26. THIRD PARTY RIGHTS**

26.1 A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **27. GOVERNING LAW AND JURISDICTION**

27.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

27.2 The courts of England and Wales shall have exclusive jurisdiction.

## **SCHEDULE 1**

### **SECURITY AND TECHNICAL AND ORGANISATIONAL MEASURES\*\***

QUICKSMS shall maintain an information security management system aligned to ISO/IEC 27001 and related standards. Such system shall include documented governance arrangements, risk assessment processes, access control policies, and continuous improvement mechanisms.

QUICKSMS shall operate role-based access controls and apply the principle of least privilege. Administrative and privileged access shall be restricted to authorised personnel and protected by multi-factor authentication where technically feasible.

QUICKSMS shall maintain secure authentication and credential management systems and shall implement procedures for access provisioning, review, and revocation.

Customer Data shall be hosted and processed in the United Kingdom for core service delivery unless otherwise expressly agreed. Controls shall be maintained to prevent unauthorised international transfers.

QUICKSMS shall implement encryption for data in transit and shall maintain appropriate cryptographic key management processes.

QUICKSMS shall maintain vulnerability management processes, including periodic scanning, penetration testing, remediation tracking, and risk-based prioritisation.

QUICKSMS shall maintain malware protection, secure configuration baselines, change management procedures, and system hardening standards.

QUICKSMS shall operate incident management and response procedures including detection, containment, investigation, recovery, post-incident review, and regulatory notification where applicable.

QUICKSMS shall maintain backup, recovery, and data integrity controls and shall periodically test restoration processes.

QUICKSMS shall maintain business continuity and disaster recovery plans, including defined recovery objectives, communication procedures, and periodic testing.

QUICKSMS shall maintain supplier security governance, including due diligence, contractual controls, and ongoing monitoring of material suppliers and sub-processors.

QUICKSMS shall provide security awareness training to relevant personnel and maintain disciplinary procedures for security breaches.

## **SCHEDULE 2 — THIRD-PARTY PLATFORMS, NETWORKS, AND SUB-PROCESSORS**

### **1. General**

Certain elements of the Services rely on independent third-party platforms, network operators, carriers, technology providers, and service partners (“Third-Party Providers”).

QUICKSMS does not own, operate, or control the systems, infrastructure, policies, or performance of Third-Party Providers. Their inclusion in this Schedule does not imply any partnership, agency, or endorsement relationship.

Third-Party Providers may act as data sub-processors, independent controllers, or network intermediaries depending on the applicable service and regulatory framework.

QUICKSMS may update this Schedule from time to time to reflect changes in technology, routing, regulatory requirements, or commercial arrangements.

Details of specific routing partners, aggregators, and sub-processors may be provided to the Customer on request under appropriate confidentiality arrangements.

### **2. Indicative Third-Party Providers**

Without limitation, Third-Party Providers may include:

**(a) OTT Messaging Platforms**

- Meta Platforms, Inc. (WhatsApp Business Platform, Facebook Messenger, Instagram Messaging)
- Google LLC (RCS / Jibe)
- Apple Inc. (Apple Business Messaging)
- Rakuten Group, Inc. (Viber Business Messaging)
- Telegram Group Inc.
- LINE Corporation
- Kakao Corp.
- Zalo Group

**(b) Mobile Network Operators, Aggregators, and Messaging Partners**

- UK and international mobile network operators
- Tier-1 messaging aggregators and routing partners
- International carrier and interconnect providers

**(c) Email and Voice Providers**

- Tier-1 international email delivery networks
- UK and international voice carriers
- SIP and VoIP network operators

**(d) Cloud, Hosting, and Infrastructure Providers**

- Rackspace Technology and affiliated entities
- UK-hosted data centre providers
- Network connectivity, monitoring, and security providers

**3. Data Protection and Compliance**

Where Third-Party Providers act as sub-processors of Personal Data, QUICKSMS shall ensure that appropriate contractual, technical, and organisational measures are in place in accordance with UK GDPR and applicable data protection laws.

**4. No Responsibility for Third-Party Providers**

QUICKSMS shall not be responsible or liable for the acts, omissions, availability, performance, security, pricing, or policies of any Third-Party Provider, except to the extent expressly required by Applicable Law.

### **SCHEDULE 3**

#### **BUSINESS CONTINUITY AND EXIT MANAGEMENT**

QUICKSMS shall maintain documented business continuity and disaster recovery plans proportionate to the Services.

Such plans shall include defined recovery time objectives, recovery point objectives, incident escalation processes, and internal and external communication procedures.

QUICKSMS shall test its continuity and recovery arrangements periodically and following material system changes.

QUICKSMS shall maintain procedures for managing major incidents, including customer communications, regulatory notifications, and corrective actions.

Upon termination or expiry, and subject to payment of undisputed Charges, QUICKSMS shall provide reasonable exit assistance, including provision of Customer Data in commonly used formats, cooperation with incoming suppliers, and technical transition support.

Exit assistance requiring material professional services effort may be chargeable unless included in the Call-Off Contract.

QUICKSMS shall implement procedures for secure access termination, data deletion, and certification of destruction where applicable.

#### **END OF AGREEMENT**