

2MEE SAAS MESSAGING AGREEMENT

GENERAL TERMS

1. Definitions and Interpretation

- 1.1. In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

Account: the Customer's Platform account.

Additional Messages: has the meaning given in the Key Terms.

Administrator: the Customer's employee, agent or independent contractor nominated by the Customer to administer the Account.

Agreement: these General Terms together with the Key Terms and the SLA.

App EULA: 2mee's End User Licence Agreement governing the use of the Creator App from time to time.

Artists: individuals engaged by the Customer to provide content for Messages.

Authorised Users: the Administrator and Content Managers.

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

Commencement Date: has the meaning given in the Key Terms.

Confidential Information: information that is proprietary or confidential to a party.

Content Managers: those employees, agents and independent contractors of the Customer who are authorised by the Administrator to access the Account to create and transmit Messages.

Creator App: has the meaning given in the Key Terms.

Customer Data: the data input by the Customer, Authorised Users, or 2mee on the Customer's behalf, for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Personal Data: has the meaning given in clause 4.2.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Documentation: the document(s) made available to the Customer at such web address notified by 2mee to the Customer from time to time which sets out a description of the Subscription and the user instructions for the Subscription.

Exclusivity Period: the period identified in the Key Terms if any as the exclusive period in respect of any Exclusive Jurisdiction identified in the Key Terms.

Fees: the fees payable by the Customer to 2mee for the Subscription, as set out in the Key Terms.

Initial Term: has the meaning given in the Key Terms.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, (including moral rights), trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights and/or proprietary rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or may subsist now or in the future in any part of the world.

Key Terms: The Key Terms document provided to the Customer by 2mee in respect of the Services

Messages: the human hologram and text and rich media messages created by the Customer using the Services as described in the Key Terms, including the Additional Messages as applicable.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Platform: has the meaning given in the Key Terms.

Product Suite: the Creator App, Platform and SDK.

Renewal Period: has the meaning given in clause 12.1.

SDK: has the meaning given in the Key Terms.

SDK Terms of Use: 2mee's SDK Terms of Use governing the use of the SDK from time to time.

Services: access to the Platform provided by 2mee to the Customer under this Agreement via the website notified to the Customer by 2mee from time to time, as more particularly described in the Documentation.

SLA: the Service Level Agreement for the Services and the Support, in the form set out on the Platform from time to time.

Software: the online software applications provided by 2mee as part of the Services.

Support Services: has the meaning given in the Key Terms.

Term: has the meaning given in the Key Terms.

Training Services: has the meaning given in the Key Terms.

Subscription: The Customer's subscription and/or licence to the Creator App, Documentation, SDK, Services, Support Services, and Training Services, on the terms of this Agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. In this Agreement (except where the context otherwise requires):

- (a) the words "include" and "including" shall be construed without limitation; and
- (b) a reference to any party includes its successors in title and permitted assigns and licensees.

2. The Subscription

2.1. Subject to the Customer paying the Fees, 2mee:

- (a) hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term in accordance with this Agreement and the Documentation;
- (b) shall provide the Support Services and the Training Services; and
- (c) shall licence the Creator App and the SDK to the Customer on the terms of 2mee's App EULA and SDK Terms of Use.

3. Restrictions

3.1. The Customer shall nominate an Administrator to manage and oversee the Account on the Customer's behalf. 2mee shall provide additional access to the Services to the email addresses of such Content Managers as nominated by the Administrator.

3.2. The Customer shall ensure that each Authorised User shall keep a secure password for its use of the Services and Documentation, that such password shall be changed regularly and that each Authorised User shall keep its password confidential.

3.3. The Customer shall not access, store, distribute or transmit any Viruses during the course of its use of the Services.

3.4. The Customer is responsible for the content of the Messages, and shall not directly or indirectly create, record, use, distribute or transmit any Messages or other material that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.
- (b) facilitates illegal activity.
- (c) depicts sexually explicit images.
- (d) promotes unlawful violence.
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property.

and 2mee reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.5. The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means.
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party, or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3.

3.6. The Customer shall be responsible for the use of the Subscription by the Authorised Users and shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription and, in the event of any such unauthorised access or use, promptly notify 2mee.

4. Customer data

- 4.1. As between 2mee and the Customer, the Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.2. Schedule 1 shall apply in respect of any Customer Data that is personal data (“**Customer Personal Data**”).
- 4.3. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against 2mee shall be for 2mee to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by 2mee in accordance with 2mee's standard archiving procedures. 2mee shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by 2mee to perform services related to Customer Data maintenance and back-up for which it shall remain responsible).

5. **Supplier's obligations**

- 5.1. 2mee undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2. The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to 2mee's instructions, or modification or alteration of the Services by any party other than 2mee or 2mee's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, 2mee will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, 2mee:
 - (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the Messages produced by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and

Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3. 2mee warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6. Customer's obligations

6.1. The Customer shall:

- (a) provide 2mee with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by 2mee; in order to provide the Services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement and the content and delivery of the Messages;
- (c) carry out all other responsibilities of the Customer and its Authorised Users set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, 2mee may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for (i) the Customer's use of the Services; (ii) any information or Customer Data provided to 2mee; (iii) any photos, profiles, information, documentation, text, or other content incorporated into Messages, including any rights of Artists or other third parties; and (iv) Customer to send Messages to the applicable recipients;
- (e) provide all appropriate and necessary personnel and resources to ensure efficient installation and running of the Product Suite;
- (f) ensure that its network and systems comply with the relevant specifications provided by 2mee from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to 2mee's data centres, and all problems, conditions, delays, delivery failures and all other cost, loss

or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7. Charges and payment

7.1. The Customer shall pay the Fees to 2mee monthly in arrears, within 20 days' of the date of each invoice.

7.2. If 2mee has not received payment in accordance with clause 7.1, and without prejudice to any other rights and remedies of 2mee:

(a) 2mee may, without liability to the Customer, disable the Customer's password, Account and access to all or part of the Services and 2mee shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of 2mee's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.3. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to 2mee's invoice(s) at the appropriate rate.

7.4. If the Customer wishes to purchase Additional Messages, the Customer shall notify 2mee in writing. 2mee shall evaluate such request for Additional Messages and respond to the Customer with approval or rejection of the request. Where 2mee approves the request, 2mee shall activate the Additional Messages.

7.5. If 2mee approves the Customer's request to purchase Additional Messages, the Customer shall be responsible for the Additional Message Fees, which shall be treated as "Fees" under this Agreement. If such Additional Messages are purchased by the Customer part way through the month, such fees shall be pro-rated from the date of activation by 2mee for the remainder of month.

7.6. 2mee shall be entitled to increase the Fees and/or Additional Message Fees with effect from the start of each Renewal Period upon 90 days' prior notice to the Customer and the Key Terms shall be deemed to have been amended accordingly.

8. Proprietary rights

8.1. The Customer acknowledges and agrees that 2mee and/or its licensors own all Intellectual Property Rights in the Product Suite and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or

unregistered), or any other rights or licences in respect of the Product Suite or the Documentation.

- 8.2.** 2mee confirms that it has all the rights in relation to the Product Suite and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9. Confidentiality

- 9.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

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

- 9.2.** Subject to clause **9.3**, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the proper performance of its duties under the Agreement.

- 9.3.** A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause **9.3**, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 9.4.** The above provisions of this clause **9** shall survive termination of this Agreement, however arising.

10. Indemnity

- 10.1.** The Customer shall fully and effectively indemnify and keep indemnified on demand 2mee against claims, actions, proceedings, losses, damages, expenses and costs (including

without limitation court costs and reasonable legal fees) arising out of or in connection with the Messages or the Customer's other use of the Product Suite, provided that:

- (a) the Customer is notified of any such claim;
- (b) 2mee provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

10.2. Subject to the restrictions in clause 3, 2mee shall fully and effectively indemnify and keep indemnified on demand the Customer against any claim that the Platform or Documentation infringe any third party Intellectual Property Rights, provided that:

- (a) 2mee is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to 2mee in the defence and settlement of such claim, at 2mee's expense; and
- (c) 2mee is given sole authority to defend or settle the claim.

10.3. In the defence or settlement of any claim, 2mee may procure the right for the Customer to continue using the Product Suite, replace or modify the Product Suite so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability to the Customer.

10.4. In no event shall 2mee, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Product Suite or Documentation by anyone other than 2mee;
or
- (b) the Customer's use of the Product Suite or Documentation in a manner contrary to the instructions given to the Customer by 2mee; or
- (c) the Customer's use of the Product Suite or Documentation after notice of the alleged or actual infringement from 2mee or any appropriate authority.

11. Limitation of liability

11.1. Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for:
 - (i) Messages generated by the Customer all content, statements or opinions included in such Messages; and
 - (ii) all commercial arrangements with Artists and other third parties including fees, content, permissions, licenses and consents;

- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Product Suite and the Documentation are provided to the Customer on an "as is" basis.

11.2. Nothing in this Agreement excludes the liability of 2mee for death or personal injury caused by 2mee's negligence or for any other liability which cannot be limited or excluded by applicable law.

11.3. Subject to clauses **11.1** and **11.2**:

- (a) 2mee shall not be liable whether in tort, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) 2mee's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement [shall be limited to the total Fees paid for the Subscription during the 12 months immediately preceding the date on which the claim arose.

12. Term and termination

12.1. This Agreement shall commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement.

12.2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 40 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- (c) the other party:
 - (i) ceases to trade;
 - (ii) commits an act of bankruptcy or enters into liquidation, whether compulsory or voluntary (other than for the purposes of amalgamation or reconstruction);
 - (iii) makes an arrangement with its creditors;
 - (iv) petitions for an administration order;
 - (v) if a receiver or manager is appointed over all or any of its assets; or
 - (vi) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(c)(i) to (v) (inclusive); or
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3. 2mee may terminate this Agreement with immediate effect by giving written notice to the Customer party if:

- (a) The Customer commits a material breach of the App EULA or SDK Terms of Use which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (b) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.4. On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Product Suite and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) 2mee may destroy or otherwise dispose of any of the Customer Data in its possession, unless 2mee receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. 2mee shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by 2mee in returning or disposing of Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach

of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. Force majeure

2mee shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of 2mee or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14. Exclusivity

In respect of any Exclusive Jurisdictions identified in the Key Terms, 2mee undertakes not to offer or provide the Product Suite to any third party accessing the Product Suite in the applicable Exclusive Jurisdictions during the applicable Exclusivity Period.

15. General

15.1. If there is an inconsistency between any of the provisions in the Key Terms, the General Terms and the SLA, the provisions shall prevail in the following order of priority: Key Terms, General Terms, SLA.

15.2. Subject to Clause 15.3, any notice required or authorised to be given hereunder (a “**Notice**”) shall be served by email to the email addresses set out in the Key Terms (Contact Details) (or such other email addresses as may from time to time be notified by Notice to the other party), and shall be deemed delivered upon generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

15.3. Any Notice for service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement shall be:

- (a) delivered personally and (in such circumstances) shall be deemed to have been received upon delivery; or
- (b) sent by courier, and (in the absence of evidence of earlier receipt), be deemed to have been received two (2) Business Days after despatch, provided that the party

giving Notice proves that the envelope containing the Notice was properly addressed,

to the address set out at the beginning of this Agreement, or such alternative address as notified by Notice to the other party.

- 15.4.** The rights and remedies arising under or in connection with this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies, whether arising under this Agreement or provided by common law or otherwise.
- 15.5.** Each Party shall do, execute and perform, and use all reasonable endeavours to procure that any necessary third party does, executes and performs, such further deeds, documents, assurances, acts and things as may be required to give effect to the terms, intent and purposes of this Agreement.
- 15.6.** Save where expressly stated to the contrary herein, each party shall be responsible for its own legal costs and other expenses incurred in relation to the preparation and execution of this Agreement.
- 15.7.** A party shall not be entitled to assign its rights and/or obligations under this Agreement unless the prior written consent of the other party has been obtained, save that 2mee shall be permitted to assign its rights or novate its obligations to its affiliates.
- 15.8.** The relationship between the parties hereto is that of an independent contractor. Nothing in this Agreement shall be deemed to constitute a partnership between the parties.
- 15.9.** No term of this Agreement is enforceable by a person who is not a party to it under the Contract (Rights of Third Parties) Act 1999.
- 15.10.** This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. This Agreement shall not be amended, supplemented or modified save by written agreement signed by or on behalf of the parties.
- 15.11.** Each party agrees that, in entering into this Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other Parties at any time before the signature of this Agreement.
- 15.12.** Each party waives all rights and remedies which, but for clause 15.10, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- 15.13.** The failure of a party to enforce any term of this Agreement shall not act as a waiver. Any waiver must be specifically stated as such in writing.

15.14. If any provision herein is held to be void or unenforceable, the validity and enforceability of the remaining provisions herein shall remain unaffected and enforceable.

15.15. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 1 to General Terms: Data Protection

1. Definitions

1.1. For the purposes of this Schedule 1, the terms, "data subject", "personal data", "personal data breach", "processor," and "process" will have the meaning given to them by the Data Protection Legislation.

2. Obligations of the parties

2.1. For the purposes of providing the Services, 2mee may have access to, or be provided with Customer Personal Data and in relation to which the parties are subject to certain obligations.

2.2. The following table sets out the details of the processing of Customer Personal Data by 2mee under this Agreement:

Details of 2mee’s processing of Customer Personal Data as part of the Services	
The subject-matter and duration of the data processing to be carried out by 2mee	Providing the Services, Support Services, and Training Services to be carried during the Term.
The nature and purpose of the data processing to be carried out by 2mee	Business contact information relating to the Authorised Users to register the Account and to provide Support Services and Training Services. Personal data uploaded to the Platform by the Customer as part of any “tags” for the purpose of generating Messages.
The types of personal data involved in the data processing	name, business email address, business phone number, office address.
The categories of data subjects involved in the data processing	Authorised Users, and third parties identified in data uploaded to the Platform by the Customer.

2.3. The Customer is the controller and 2mee is the processor for the purposes of the Data Protection Legislation.

2.4. Each party undertakes to comply with all applicable requirements of the Data Protection Legislation.

2.5. The Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to 2mee for the duration and

purposes of this Agreement so that 2mee may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on the Customer's behalf.

- 2.6.** 2mee shall only process Customer Personal Data in accordance with this Agreement and the documented instructions received from Customer. If 2mee is legally required by applicable laws to process Customer Personal Data otherwise than as instructed by the Customer, it will notify the Customer before such processing occurs, unless the law requiring such processing prohibits 2mee from notifying the Customer, in which case it will notify the Customer as soon as that law permits it to do so.
- 2.7.** Each party shall ensure that it has in place appropriate technical and organisational security measures to ensure a level of security appropriate to the risks that are presented by the processing and the nature of Customer Personal Data to be protected.
- 2.8.** Taking into account the nature of the processing 2mee will: (1) assist Customer with the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights as set out in Data Protection Laws; (2) assist Customer in ensuring compliance with Data Protection Laws, including obligations to investigate, remediate and provide information to regulators or data subjects about personal data breaches without undue delay, to carry out privacy impact assessments and to consult with regulators regarding processing which is the subject of a privacy impact assessment; (3) make available all information necessary to demonstrate compliance with Data Protection Laws; (4) allow for and contribute to audits, including inspections and information requests, conducted by Customer or an auditor mandated by Customer. 2mee will promptly notify Customer about any instruction from Customer which, in its opinion infringes Data Protection Laws.
- 2.9.** Subject to paragraph 2.10, not transfer Customer Personal Data outside the European Economic Area ("**EEA**") (either directly or via onward transfer) (or in the event that the UK leaves the EEA, 2mee will not export Customer Personal Data outside the UK without the prior written permission of the Customer unless such export is made to a jurisdiction that the European Commission has found to offer an adequate level of protection for personal data transferred to it from the EEA).
- 2.10.** 2mee may transfer Customer Personal Data outside the EEA to its group companies, and to third-party hosting or technology services providers provided 2mee ensures that any processing or transfers of Customer Personal Data to any third country that cannot ensure an adequate level of protection are made in compliance with the applicable requirements of Data Protection Laws concerning international and onward data transfers and shall cooperate with the Customer and take all necessary steps to ensure compliance with the same.