ORDERFORM

Customer: Billing Address:

Billing E-Mail:

DEPARTMENT OF WORK AND PENSIONS

[Redacted](mailto:ts.finance@dwp.gov.uk) information, LONDON, [Redacted](mailto:ts.finance@dwp.gov.uk) information [Redacted](mailto:ts.finance@dwp.gov.uk) information

[Redacted](mailto:ts.finance@dwp.gov.uk) information

[Redacted](mailto:ts.finance@dwp.gov.uk) information

**Twilio Ireland Limited**

[Redacted](mailto:ts.finance@dwp.gov.uk) information

Dublin 1, Ireland

[Redacted](mailto:ts.finance@dwp.gov.uk) information

(referred to herein as ***"Twilio")***

**ORDER FORM DETAILS**

**Twilio Account SID(s)1: SendGrid UID(s)1: Order Form Start Date: Initial Term:**

**Auto Renewal:**

[Redacted](mailto:ts.finance@dwp.gov.uk) information

*NIA*

[Redacted](mailto:ts.finance@dwp.gov.uk) information

September 1, 2023

24 months from Order Form Start Date

**Order Form Type: Billing Currency: Billing Method:**

**Customer Signature Deadline:**

New Order Form GBP

Invoicing September 15, 2023

The Initial Term and all applicable Renewal Terms are collectively referred to herein as the ***"Order Form Term".*** This Order Form is effective as of the Order Form Start Date until the end of the Order Form Term. This Order Form (a) solely applies to the Account ID(s) (as defined in the footer below) and (b) hereby terminates and replaces, in its entirety, any existing order forms and pricing agreements between Customer and Twilio for the Account ID(s) as of the Order Form Start Date.

**Rates:** Customer will be charged the rates set forth in the Rate Schedule(s) attached to this Order Form as an exhibit(s).

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| **Minimum Spend Overview** |
| For each Minimum Spend Period during the Order Form Term, Customer will pay the greater of the applicable Minimum Spend Amount or Customer's actual fees incurred. All of Customer's actual fees incurred on the Twilio Account SID(s) (as referenced in the footer below) will be applied toward the applicable Minimum Spend Amount for each Minimum Spend Period. If Customer's actual fees incurred during a particular Minimum Spend Period exceed the applicable Minimum Spend Amount, then such excess amount will not be applied to the Minimum Spend Amount for any future Minimum Spend Period. If Customer terminates this Order Form prior to the expiration of the Initial Term or then-current Renewal Term (except to the extent such termination is due to Twilio's failure to cure a material breach in accordance with the Agreement (as defined below)), then Customer is responsible for paying the Minimum Spend Amount(s) for the remaining portion of the Initial Term or then-current Renewal Term upon termination. For the avoidance of doubt, any  actual fees incurred in connection with Customer's use of any products and services branded as "SendGrid" or "Twilio SendGrid" will not be applied toward any Minimum Spend Amount. |
| **Minimum Spend Period:** [Redacted](mailto:ts.finance@dwp.gov.uk) information |
| **Minimum Spend Amount:** |
| [Redacted](mailto:ts.finance@dwp.gov.uk) informationI [Redacted](mailto:ts.finance@dwp.gov.uk) information  [Redacted](mailto:ts.finance@dwp.gov.uk) information |

**Other Terms** & **Conditions:**

**Rate Modifications:** Notwithstanding anything to the contrary in this Order Form, Twilio may, in its sole discretion, during the Order Form Term [Redacted](mailto:ts.finance@dwp.gov.uk) information prior written notice to Customer via email.

**Billing Currency** & **Exchange Rates:** All rates and dollar values set forth in this Order Form are in United States dollars (USD). Notwithstanding anything to the contrary in the Agreement, all fees will be paid in GBP. Each invoice will include the USD to GBP conversion for such fees.

1 [Redacted](mailto:ts.finance@dwp.gov.uk) information

The USD to GBP exchange rate for such conversion will be fixed [Redacted](mailto:ts.finance@dwp.gov.uk) information ***("Initial Exchange Rate").*** The Initial Exchange Rate or any subsequent exchange rate that is fixed ***("Subsequent Exchange Rate")*** is subject to change without notice in accordance with this paragraph. If the USD to GBP [Redacted](mailto:ts.finance@dwp.gov.uk) information ***("Current Exchange Rate")*** is at [Redacted](mailto:ts.finance@dwp.gov.uk) information

[Redacted](mailto:ts.finance@dwp.gov.uk) information

**Agreement:** This Order Form is governed by that certain [Redacted](mailto:ts.finance@dwp.gov.uk) information ***("Agreement").*** Any capitalized term used but not defined in this Order Form will have the meaning provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form will prevail. The person executing this Order Form on behalf of Customer represents that it has the full authority to bind Customer to this Order Form. Any purchase order terms or similar terms issued by Customer in connection with this Order Form will have no effect even if executed by Twilio. This Order Form will be legally binding on Customer and Twilio upon Customer's signature and receipt by Twilio, unless Twilio rejects this Order Form because (a) it is executed by Customer after the Customer Signature Deadline or (b) Customer makes a modification to this Order Form.

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Redacted Information

**Exhibit A**

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| --- | --- | --- | --- |
| **Rate Schedule** | | | |
| The rates in this Rate Schedule will apply to the Account ID(s) expressly set forth in this Order Form **as of the Order Form Start Date, except as otherwise set forth in this Rate Schedule, for the Order Form Term.** At the end of the Order Form Term, each product in this Rate Schedule will be charged at its then-current rate available at [http://www.twilio.com/pricing.](http://www.twilio.com/pricing)  To the extent a rate for a product which Customer uses is not expressly set forth in this Order Form or any other order form(s) in effect for the Account ID(s), Customer will be charged at such product's then-current rate available at [http://www.twilio.com/pricing.](http://www.twilio.com/pricing) All rates  that Customer is charged, including the rates in this Rate Schedule, will be exclusive of taxes. | | | |
| ***Fixed Rates*** | | | |
| **Product** | | **Effective Rate** | **Unit** |
| **Prgrammable Messaging** | | | |
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| **Other** | | | |
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