



## ORDER FORM

**Customer:** The Department For Work and Pensions  
**Billing Address:** 2 St Peters Square, Manchester, M2 3AA  
**Billing E-Mail:** [REDACTED]

**Twilio Ireland Limited**  
25-28 North Wall Quay  
Dublin 1, Ireland  
invoicing@twilio.com  
(referred to herein as "**Twilio**")

### ORDER FORM DETAILS

<b>Twilio Account SID(s)<sup>1</sup>:</b>	[REDACTED]	<b>Order Form Type:</b>	New Order Form
<b>SendGrid UID(s)<sup>1</sup>:</b>	N/A	<b>Billing Currency:</b>	GBP
<b>Order Form Start Date:</b>	September 1, 2021	<b>Billing Method:</b>	Invoicing
<b>Initial Term:</b>	12 months from Order Form Start Date	<b>Customer Signature Deadline:</b>	September 15, 2021
<b>Auto Renewal:</b>	Yes		
<b>Renewal Term:</b>	12 month terms after Initial Term		
<b>Non-Renewal Notice Period:</b>	At least thirty (30) days prior to date of auto-renewal from either party		

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).

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 Services branded as "SendGrid" or "Twilio SendGrid" will not be applied toward any Minimum Spend Amount.	
Minimum Spend Period: Monthly	
Minimum Spend Amount:	
September 1, 2021 - September 30, 2021 and each Minimum Spend Period thereafter until end of Order Form Term	[REDACTED]

### Other Terms & Conditions:

**Billing Currency & Exchange Rates:** Notwithstanding anything to the contrary in the Agreement, all fees will be paid in GBP. All rates and dollar values set forth in this Order Form are in United States dollars (USD) and the invoice will include the USD to GBP conversion for such fees. The USD to GBP exchange rate for such conversion will be fixed at [REDACTED] subject to change in accordance with the following paragraph ("**Exchange Rate**").



<sup>1</sup>"**Account ID(s)**" means (a), as applicable, the Twilio Account SID(s) and the SendGrid UID(s) that are set forth above to which this Order Form will apply as of the Order Form Start Date and (b) any Twilio Account SID(s) and SendGrid UID(s) that Customer subsequently requests to be subject to this Order Form which, if approved by Twilio, will be subject to this Order Form as of the date communicated to Customer by Twilio in writing.

If the USD to GBP three (3) month forward rate as of the last day of a calendar quarter ("**Current Exchange Rate**") is at least 2.5% greater than or less than the then current Exchange Rate, then the Exchange Rate will be fixed at the Current Exchange Rate, effective the first calendar day of the following calendar quarter.



**Agreement:** This Order Form is governed by the Twilio Platform Agreement or other similar written agreement between Customer and Twilio covering Customer's use of the products and services set forth in this Order Form ("**Master Agreement**"). If the Master Agreement is not in effect on the Order Form Start Date, this Order Form will be governed by the Twilio Terms of Service as set forth at <https://www.twilio.com/legal/tos> ("**Terms of Service**") until the date the Master Agreement becomes effective. The Master Agreement or Terms of Service, as applicable, will be referred to herein as the "**Agreement**". Capitalized terms used but not defined in this Order Form will have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form will control. 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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**The Department For Work and Pensions**

By:   
Name:   
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Twilio Ireland**

By:   
Name:   
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



[REDACTED]

**Exhibit A**

<b>Rate Schedule</b>		
The rates in this Rate Schedule will apply to the Account ID(s) expressly set forth in this Order Form <b>as of the Order Form Start Date, except as otherwise set forth in this Rate Schedule, for the Order Form Term.</b> At the end of the Order Form Term, each product in this Rate Schedule will be charged at its then-current rate available at <a href="http://www.twilio.com/pricing">http://www.twilio.com/pricing</a> .		
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 <a href="http://www.twilio.com/pricing">http://www.twilio.com/pricing</a> . All rates that Customer is charged, including the rates in this Rate Schedule, will be exclusive of taxes.		
<i><b>Fixed Rates</b></i>		
<b>Product</b>	<b>Effective Rate</b>	<b>Unit</b>
<b>Programmable Messaging</b>		
UNITED KINGDOM Outbound SMS	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - 3	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Everything Everywhere	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Limitless Mobile	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Lleida.net	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Marathon Telecom	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - O2	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Orange	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Other	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Sky UK Limited	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - SSE Energy Supply	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - T-Mobile	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Teleena	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Vectofone Mobile	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Virgin	[REDACTED]	Per Segment
UNITED KINGDOM Outbound SMS - Vodafone	[REDACTED]	Per Segment
<b>Other</b>		
UNITED KINGDOM Local Phone Number	[REDACTED]	Per Month
UNITED KINGDOM Mobile Phone Number	[REDACTED]	Per Month
UNITED KINGDOM Toll Free Number	[REDACTED]	Per Month