PRODUCT SPECIFIC TERMS – EDGE

1. GENERAL

1.1. These Product Specific Terms supplement the General Terms which apply to this Agreement where the Client subscribes to Edge. If there are any conflicts between the General Terms and these Product Specific Terms, these Product Specific Terms shall apply, save that the Data Processing Addendum shall prevail over these Product Specific Terms in respect of any data protection matter.

1.2. Unless otherwise stated within these Product Specific Terms, any capitalised terms shall have the same meanings as those in the General Terms.

1.3. Where the Client utilises Edge's administration console, the administration console shall be hosted in the public cloud, operated, and maintained by or on behalf of IHQ in a third-party cloud infrastructure and provided to the Client as a service over the internet, without requiring installation within the Client's own IT environment.

1.4. Edge is made available as a component of or in conjunction with other IHQ Products. Where the Client accesses or uses Edge through or in connection with such Products, the Product Specific Terms applicable to those Products shall apply in addition to these Product Specific Terms. In the event of a conflict, the Product Specific Terms governing the relevant Product shall prevail solely to the extent of the conflict in relation to that Product.

1.5. The Client acknowledges that Edge may generate on-device insights, behavioural signals, and micro-segments using machine learning and artificial intelligence techniques. The Client is responsible for reviewing, validating and determining the appropriate use of such outputs before relying upon them, and for any decision it takes, or permits to be taken, on the basis of them.

1.6. Each party shall comply with the obligations which apply to it under applicable law regulating artificial intelligence in respect of Edge, including (where applicable) Regulation (EU) 2024/1689. Nothing in this Agreement transfers to the Client an obligation which such law imposes on IHQ as provider of an AI system, or to IHQ an obligation which such law imposes on the Client as deployer. IHQ shall provide the Client with such information and assistance as the Client reasonably requires in order to comply with its own obligations under such law in respect of Edge.

1.7. Where Edge is accessed or used through or in connection with another IHQ Product, Clauses 1.5 and 1.6 apply in addition to, and not instead of, any provisions relating to automated and AI-assisted features, human oversight and AI acceptable use in the Product Specific Terms applicable to that Product. Where those provisions and Clauses 1.5 to 1.6 conflict, the provision imposing the higher standard of human oversight applies.

1.8. Where the Client subscribes to more than one Product and the Product Specific Terms applicable to those Products conflict, then in respect of the Product to which a given provision relates, the Product Specific Terms for that Product prevail. Where the conflict cannot be resolved by reference to a single Product because both sets of Product Specific Terms apply to the same subject matter, the parties shall apply the provision imposing the higher standard of data protection, security or human oversight; and in any other case, the provision in the Product Specific Terms for the Product through which the Client principally accesses the functionality in question.

2. SECURITY

2.1. The Client is responsible for securing its cloud environment and Mobile App developed using Edge.

2.2. The Client is solely responsible for implementing and maintaining appropriate security measures, configurations, and access controls within its cloud environment to protect Edge, associated data, and any systems interacting with it. This includes, but is not limited to:

2.2.1. implementing and maintaining firewalls, intrusion detection systems, and encryption;

2.2.2. applying security patches and updates to the cloud infrastructure and any third-party software components;

2.2.3. managing user access rights, enforcing multi-factor authentication, and ensuring secure credentials management; and

2.2.4. conducting regular security assessments and compliance audits of its cloud environment.

2.3. IHQ shall not be responsible for any unauthorised access, data loss, corruption, or security breach occurring within the Client's cloud environment or

Mobile App, save to the extent caused by (i) a defect in Edge, or (ii) IHQ's negligence or breach of this Agreement. Nothing in this Clause 2 limits or excludes either party's liability under Article 82 of the UK GDPR or the EU GDPR, or affects either party's rights under Article 82(5).

2.4. The Client shall notify IHQ without delay if it becomes aware of any actual or suspected security breach that may impact the integrity, availability, or confidentiality of Edge.

2.5. The Client shall without delay install all updates, upgrades, patches and/or other corrections which IHQ makes available and not do anything that could reasonably compromise the integrity or security of Edge.

2.6. In the event IHQ activates incident response mechanisms (including rollback or suspension of Product features), the Client shall cooperate with IHQ's reasonable instructions and shall not attempt to circumvent such measures. IHQ shall notify the Client without undue delay when such mechanisms are activated.

2.7. IHQ is responsible for implementing and maintaining appropriate technical and organisational measures in respect of Edge's administration console and any other component of Edge which IHQ hosts, operates or maintains, in accordance with the security provisions of the Data Processing Addendum and Article 32 of the UK GDPR and the EU GDPR. Nothing in this Clause 2 makes the Client responsible for the security of any environment which IHQ hosts, operates or maintains.

3. LICENCE

3.1. During the Subscription Period and subject to the Client's compliance with the terms of this Agreement (including but not limited to payment of all Fees), IHQ hereby grants Client a limited, non-assignable, non-transferrable, and non-exclusive licence to use Edge within the jurisdiction stipulated in the Order Form solely to enable personalised and contextualised offerings to the users of one or more Mobile Apps that can be downloaded from the Google and Apple application stores and in accordance with any usage limits or restrictions set out in the Order Form.

3.2. The licence is also subject to the following conditions: (i) Client shall procure all rights and permissions necessary as owner of the Mobile App for Edge to be used via the Mobile App on a user's mobile device; (ii) Client is in compliance with (including, but not limited to) Client's distribution of the Mobile App terms and conditions and a privacy policy that comply with the requirements of this Agreement and applicable laws; and (iii) Client is solely responsible to the users of the Mobile App for any support or other obligation or liability that may arise from or in connection with the Mobile App.

3.3. Consent for storage and access on terminal equipment. The Client acknowledges that Edge stores information on, and gains access to information stored on, the terminal equipment of Mobile App end users within the meaning of regulation 6 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and Article 5(3) of Directive 2002/58/EC, and that such storage and access require the end user's consent unless an exception in Schedule A1 to those Regulations applies. The Client shall:

3.3.1. obtain each end user's consent, to the standard required by applicable data protection law, before Edge is initialised on that end user's device, and shall not initialise Edge, or permit Edge to be initialised, in respect of any end user from whom such consent has not been obtained or who has withdrawn it;

3.3.2. before that consent is sought, provide end users with clear and comprehensive information about the storage and access carried out by Edge, about the purposes of the resulting insights, behavioural signals and micro-segments, and about the duration of such storage and access, and shall specifically name IHQ as a third party which stores and accesses information on the end user's device;

3.3.3. make available to end users a means of withdrawing consent that is as easy as giving it, and transmit each withdrawal to Edge without undue delay using the mechanism described in the Documentation; and

3.3.4. maintain records of consent sufficient to demonstrate compliance with this Clause 3.3, and provide them to IHQ on reasonable request.

For the avoidance of doubt, nothing in Clause 9.5(b) requires or permits the Client to prevent or discourage an end user from withdrawing consent under Clause 3.3.3, or from using any privacy control made available by the operating system or device manufacturer. IHQ shall provide a technical means by

which a withdrawal of consent notified under Clause 3.3.3 is given effect.

3.4. Children. Save as notified to IHQ under this Clause 3.4, the Client warrants that each Mobile App in which Edge is deployed is not directed at children. The Client shall notify IHQ in writing before deploying Edge in any Mobile App which is directed at children, or which the Client knows or ought reasonably to know is likely to be accessed by children. Where a Mobile App is directed at, or likely to be accessed by, children:

3.4.1. the Client shall not initialise Edge in respect of any end user who is a child, or whom the Client has not established is not a child, unless the parties have first agreed in writing the measures to be applied;

3.4.2. the Client is responsible for age assurance appropriate to the risks arising from the Processing, and for obtaining any consent required from the holder of parental responsibility; and

3.4.3. the Client shall not use, and shall not instruct IHQ to generate, any micro-segment relating to a child for the purposes of direct marketing, behavioural advertising, or any purpose which is detrimental to the child's wellbeing.

For the purposes of this Clause 3.4, "child" means a person below the age at which, under the applicable law of the territory in which the end user is located, that person may give their own consent to the Processing of their personal data in connection with an information society service.

4. INDEMNITY

4.1. In addition to the Client indemnity provided in Clause 17.4 of the General Terms, the Client shall indemnify, defend, and hold harmless IHQ and its Indemnified Parties from and against any and all Claims arising out of or in connection with any Claims alleging that the Client's Mobile App infringes or misappropriates third-party Intellectual Property Rights.

5. TERMINATION

5.1. Upon termination or expiry of this Agreement and/or Edge, the Client shall:

5.1.1. immediately cease all use of Edge and delete all copies of Edge software, including backup copies, from its systems and environments;

5.1.2. within ten (10) Business Days after termination or expiry, submit to each applicable application store an update to each Mobile App containing Edge which removes the Edge SDK, use best endeavours to procure that such update is approved and released as soon as reasonably practicable, and pending such release cease all use of the Outputs of Edge;

5.1.3. cooperate with IHQ to give effect to the remote disablement described in Clause 5.2;

5.1.4. certify in writing to IHQ, within seven (7) days after completing the actions required by Clauses 5.1.1 to 5.1.3, that it has complied with those Clauses; and

5.1.5. comply with Clause 15 (Effect of Termination) of the General Terms.

5.2. Residual on-device operation. The parties acknowledge that, following termination or expiry, the Edge SDK will remain present on the terminal equipment of end users who have not installed an updated version of the Mobile App, and that neither party is able to remove it from those devices. Accordingly:

5.2.1. IHQ shall, upon termination or expiry, disable Edge remotely such that it ceases to store information on, gain access to information stored on, or transmit any information from, end users' terminal equipment, and shall confirm to the Client in writing when it has done so;

5.2.2. IHQ shall not Process any information originating from a Mobile App after the date of termination or expiry, save to the extent necessary to give effect to Clause 5.2.1; and

5.2.3. the Client's obligation under Clause 5.1.1, and IHQ's deletion obligations under the Data Processing Addendum, do not extend to information residing on end users' terminal equipment which neither party is able to access or erase. This Clause 5.2 states the parties' agreed measures in respect of that information.

6. CLIENT DATA AND PROCESSING

6.1. Data retention, access, and deletion in connection with Edge shall be governed by the Data

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Processing Addendum and the applicable provisions of the General Terms.

6.2 Sub-processors engaged in connection with Edge are governed by the Data Processing Addendum. A current list of sub-processors is available at https://intenthq.com/legal/sub-processor-list, as may be updated from time to time.

7. CLIENT OBLIGATIONS

7.1. The Client acknowledges that the quality, completeness and accuracy of the Client Data it submits or processes through Edge directly affects the performance, outputs and functionality of Edge. The Client shall:

7.1.1. be solely responsible for ensuring all Client Data provided to Edge is accurate, complete, fit for purpose, lawful and that the Client has all necessary rights, consents and permissions in respect of the Client Data;

7.1.2. configure and use Edge strictly in accordance with the Documentation and any other instructions communicated by IHQ from time to time;

7.1.3. ensure that any integrations (including SDK or APIs) are implemented correctly and properly maintained; and

7.1.4. at all times be responsible for all activities undertaken using its accounts and access credentials.

7.2. The Client is solely responsible for:

7.2.1. decisions it takes based on any outputs, insights, or data generated by Edge;

7.2.2. campaign content, targeting and compliance with applicable laws and regulations; and

7.2.3. any downstream execution of outputs or insights in third-party systems.

7.3. The Client acknowledges that:

7.3.1. outputs and insights generated by Edge are dependent on the quality, completeness and timeliness of the Client Data; and

7.3.2. IHQ shall have no liability for any deficiency in Edge's performance, outputs, or results to the extent arising from or attributable to Client Data that is inaccurate, incomplete, misleading or otherwise deficient, and IHQ does not guarantee specific business outcomes or performance improvements.

8. SUSPENSION AND REMOVAL OF ACCESS

8.1. Without prejudice to Clause 13 (Suspension) of the General Terms, IHQ may suspend or restrict access to Edge where:

8.1.1. the Client's use presents, or is in the reasonable opinion of IHQ likely to present, a security, legal, or operational risk;

8.1.2. the Client breaches these Product Specific Terms; or

8.1.3. continued use may adversely impact Edge or other customers.

9. EDGE ACCEPTABLE USE POLICY

9.1. Client shall not, and shall ensure its Personnel and any authorised users shall not:

9.1.1. alter, hide, or remove any copyright, trademark, or other Intellectual Property Rights notice contained in Edge;

9.1.2. copy, translate, publish, frame, mirror, create derivative works from, modify, reverse engineer, decompile, disassemble, or otherwise translate or derive the source code for Edge, or attempt to do so, except that: (a) Client may decompile Edge only to the extent permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created programme with Edge and such information is not available from IHQ or elsewhere; and (b) Client may make backup copies of Edge software solely as necessary for its lawful use;

9.1.3. use Edge for subscription offerings to third parties or to create a competing product or service;

9.1.4. circumvent any access control, security or privacy features of Edge;

9.1.5. extract or reuse any ideas, algorithms, procedures, workflows, or hierarchies from Edge for the purpose of creating, or assisting in the creation of, any works intended to be used as a competitive substitute for Edge or any material part thereof;

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9.1.6. use Edge to create any software or service containing any Malicious Software;

9.1.7. use Edge to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system or data;

9.1.8. use Edge or any Outputs, insights or data generated by or derived from Edge, to train, fine-tune, validate, benchmark or otherwise develop any artificial intelligence systems, machine learning models, large language models, agentic AI systems or any algorithms intended to replicate or compete with the functionality of Edge;

9.1.9. transfer, assign, or sublicense Edge without prior written consent from IHQ; or

9.1.10. use Edge in a manner that violates applicable laws or regulations or is harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

9.2. The Client shall without delay install all updates, upgrades, patches and other corrections which IHQ makes available and not do anything that could reasonably compromise the integrity or security of Edge. IHQ shall bear no responsibility or liability for any issues, security vulnerabilities, or losses of any nature arising from the Client's failure to install such updates, upgrades, patches, or corrections.

9.3. Client shall publish privacy policies and applicable disclosure for the Mobile App that comply with and satisfy applicable law and this Agreement, including clearly disclosing how Client collects, uses, shares, and stores Mobile App end user information in connection with the user's use of the Mobile App. Client shall at all times comply with its published privacy policies and disclosures.

9.4. Client may retain contractors to develop or distribute the Mobile App solely on their behalf, provided that (i) the Client procures that all such contractors have entered into a written agreement in which they agree to be bound by all applicable terms of this Agreement; (ii) Client owns the Mobile App and all Intellectual Property Rights in and to the Mobile App (excluding any IHQ Intellectual Property Rights in Edge incorporated into the Mobile App); (iii) the Mobile App developed or distributed by such contractors on Client's behalf is subject to this Agreement; and (iv) Client shall be responsible and liable for the acts and omissions of such contractors as if such acts or omissions were Client's own.

9.5. The Client shall ensure that the Mobile App complies with all applicable laws and that end users' terms of use include: (a) provisions stating that the end user has only a limited non-exclusive licence to use the Mobile App, with no ownership rights; and (b) provisions prohibiting reverse engineering, disabling or circumvention of any access control, security or privacy mechanism of Edge, and further distribution of Edge.

9.6. The Client shall ensure the SDK is installed into the Mobile App in accordance with the Documentation.

9.7. Fair Usage. Where Edge is provided on an "unlimited" basis, such use shall be subject to fair usage as determined by IHQ in its sole discretion. The Client shall not use Edge in a way that is excessive, abusive, or materially exceeds reasonable expectations for similarly situated users. IHQ may monitor usage and, where necessary, take proportionate steps to prevent service degradation or misuse, including suspension or restriction of access.

10. DEFINITIONS

"Mobile App(s)" means the mobile application created or sourced by the Client in which Edge will be deployed to for the Subscription Period. The details of such mobile application(s) shall be further particularised in the Order Form.

"Personnel" means any individual or third-party entity (directly or indirectly, and whether paid or unpaid) engaged by a party in any capacity to perform services, including but not limited to employees, officers, directors, agents, consultants, independent contractors, subcontractors, or any other person acting on behalf of or under the direction of that party.