PRODUCT SPECIFIC TERMS – LIFT

1. GENERAL

1.1. These Product Specific Terms supplement the General Terms which apply to this Agreement where the Client subscribes to Lift or any component thereof. 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. These Product Specific Terms apply to Lift and contain provisions which vary depending on whether Lift is deployed within the public cloud or within the Client's own cloud environment. However, the Acceptable Use Policy of Lift applies irrespective of how Lift is deployed.

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

1.4. Lift is made available as a component of or in conjunction with other IHQ Products, including IntentOne. Where the Client accesses or uses Lift 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. Each party shall comply with the obligations which apply to it under applicable law regulating artificial intelligence in respect of Lift, 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 Lift.

1.6. 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. Where Lift is deployed within the Client's own environment in accordance with Clause 4, the Client is solely responsible for implementing and maintaining appropriate security measures, configurations, and access controls within that environment to protect Lift, associated data, and any systems interacting with it. This includes, but is not limited to:

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

2.1.2. applying security patches and updates to the Client's infrastructure and any third-party software components;

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

2.1.4. conducting regular security assessments and compliance audits of its environment.

2.2. IHQ shall not be responsible for any unauthorised access, data loss, corruption, or security breach occurring within the Client's environment, save to the extent caused by (i) a defect in Lift, or (ii) IHQ's negligence or breach of this Agreement.

2.3. 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 Lift.

2.4. 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 Lift.

2.5. 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.

2.6. Where Lift is deployed within the public cloud in accordance with Clause 3, IHQ is responsible for implementing and maintaining appropriate technical and organisational measures in respect of the infrastructure which IHQ hosts, operates and maintains, in accordance with the security provisions of the Data Processing Addendum and Article 32 of the UK GDPR and the EU GDPR. The Client remains responsible for the security of its own systems, for its user access rights and credentials, and for its configuration of Lift.

3. ADDITIONAL TERMS: PUBLIC CLOUD DEPLOYMENT

3.1. Lift is deemed to be hosted in the public cloud where Lift is hosted, 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.

3.2. Licence. Subject to the Client's compliance with the terms of this Agreement (including but not limited to payment of all Fees), IHQ grants Client a limited, non-exclusive, non-transferable revocable right to access and use Lift during the Subscription Period, solely for Client's internal business operations and in accordance with any usage limits or restrictions set out in the Order Form. IHQ reserves all other rights. Client shall not use any Products that are not set forth in an Order Form signed by Client and IHQ, except as otherwise provided in this Agreement. If Client has a sandbox account, Client shall use it solely for testing non-production data and for internal business purposes only. The Client shall not sublicense, distribute, or make Lift available to any third party, except as expressly permitted in the Order Form.

3.3. Termination. Upon termination or expiry of this Agreement and/or Lift, the Client shall:

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

3.3.2. certify in writing to IHQ within seven (7) days of termination or expiry that it has fully complied with this Clause 3.3; and

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

4. ADDITIONAL TERMS: CLIENT ENVIRONMENT DEPLOYMENT

4.1. Lift is deemed to be hosted in the Client's own environment when Lift is licensed to and installed within the Client's own IT infrastructure, including on-premises data centres, private cloud environments, or cloud platforms managed and controlled by the Client, where IHQ does not host the software on behalf of the Client.

4.2. Licence. Subject to the Client's compliance with the terms of this Agreement (including but not limited to payment of all Fees), IHQ grants the Client a non-exclusive, non-transferable, revocable license to install and use Lift software (in object code only) within the Client's cloud environment during the Subscription Period solely for the Client's internal business operations and in accordance with any usage limits or restrictions set out in the Order Form and Acceptable Use Policy. The Client shall not sublicense, distribute, or make Lift available to any third party, except as expressly permitted herein.

4.3. Termination. Upon termination or expiry of this Agreement and/or Lift, the Client shall:

4.3.1. immediately cease all use of Lift and delete all copies of Lift software, including backup copies, from its cloud environment;

4.3.2. certify in writing to IHQ within seven (7) days of termination or expiry that it has fully complied with this Clause 4.3; and

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

4.4. Audit. IHQ may, on not less than fourteen (14) days' prior written notice and not more than once in any twelve (12) month period (save where a previous audit has revealed non-compliance, or upon termination of this Agreement), audit the Client's use of Lift in order to verify compliance with the licensing terms and with the security obligations in these Product Specific Terms. Any such audit shall:

4.4.1. be limited to configuration, deployment, licence-metering and log data, and shall not extend to Client Data or to any other personal data held within the Client's environment. Where the relevant

information cannot be segregated from personal data, the Client may provide it in redacted or aggregated form, or by written attestation of an appropriately senior officer, and IHQ shall accept it;

4.4.2. be conducted during normal business hours, in a manner which does not unreasonably disrupt the Client's operations, and in compliance with the Client's reasonable site, security and confidentiality requirements;

4.4.3. be conducted by IHQ personnel or by an independent auditor who is not a competitor of the Client and who is bound by obligations of confidentiality no less protective than those in Clause 20 of the General Terms;

4.4.4. be at IHQ's cost, save where the audit reveals unlicensed use exceeding five per cent (5%) of the Client's licensed entitlement, in which case the Client shall reimburse IHQ's reasonable costs of the audit; and

4.4.5. if, notwithstanding Clause 4.4.1, IHQ or its auditors access any personal data held within the Client's environment in the course of an audit, IHQ shall Process it only to the extent strictly necessary to conduct the audit, shall not retain it beyond the conclusion of the audit, and shall Process it as processor on behalf of the Client in accordance with the Data Processing Addendum.

Without prejudice to IHQ's other rights and remedies, the Client shall promptly remediate any non-compliance revealed by an audit and shall pay for any unlicensed use at IHQ's then standard prices within thirty (30) days of IHQ's invoice.

5. INDEMNITY

5.1. 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:

5.1.1. any unauthorised access, security breach, cyberattack, or data loss occurring within the Client's cloud environment, network, or IT systems, including but not limited to breaches resulting from inadequate security controls, misconfiguration, or failure to implement necessary security updates;

5.1.2. the Client's failure to prevent unauthorised access to Lift, including breaches resulting from compromised user credentials, inadequate access controls, or third-party access granted by the Client without IHQ's approval; or

5.1.3. any Claims brought by third parties (including regulatory authorities) arising from security failures within the Client's environment that impact the performance, availability, or security of Lift.

6. CLIENT DATA AND PROCESSING

6.1. Where Lift is deployed within the public cloud in accordance with Clause 3, IHQ Processes Client Personal Data as processor on behalf of the Client, and such Processing (including retention, access and deletion) is governed by the Data Processing Addendum.

6.2. Where Lift is deployed within the Client's own environment in accordance with Clause 4, the Client Processes Client Personal Data within its own environment and IHQ does not Process that Client Personal Data, save in respect of the data categories to be agreed and set out in a Client Environment Data Flows schedule, and for the purposes stated therein. The Data Processing Addendum shall also apply to IHQ's Processing of any data described in a Client Environment Data Flows schedule, and does not otherwise apply to a deployment under Clause 4.

6.3. Sub-processors engaged in connection with Lift are governed by the Data Processing Addendum.

7. SUSPENSION AND REMOVAL OF ACCESS

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

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

7.1.2. the Client breaches these Product Specific Terms; or

7.1.3. continued use may adversely impact Lift or other customers.

PRODUCT SPECIFIC TERMS – LIFT

8. LIFT ACCEPTABLE USE POLICY

8.1. The Client shall not, and shall ensure that all authorised users shall not:

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

8.1.2. copy, translate, publish, frame, mirror, create derivative works from, modify, reverse engineer, decompile, or disassemble Lift or attempt to do so, except that: (a) the Client may decompile Lift 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 Lift and such information is not available from IHQ or elsewhere; and (b) the Client may make backup copies of Lift software solely as necessary for its lawful use;

8.1.3. use Lift for providing hosting or software-as-a-service offerings to third parties or to create a competing product or service;

8.1.4. circumvent any access control, security or privacy features of Lift;

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

8.1.6. use Lift to create any software or service containing any Malicious Software;

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

8.1.8. use Lift or any Outputs, insights or data generated by or derived from Lift 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 Lift;

8.1.9. transfer, assign, or sublicense Lift without prior written consent from IHQ; or

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

8.2. 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 Lift. 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.

8.3. The Client shall ensure all Client Data provided to IHQ shall be free from any Malicious Software.

8.4. Fair Usage. Where Lift is provided on an "unlimited" basis, such use shall be subject to fair usage. The Client shall not use Lift 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.