

Service Specific Terms

Lift (Including any of its components)

1. General

- 1.1. These Service Specific Terms supplement the Service Terms which apply to this Agreement where the Client subscribes to the Lift Services or any component thereof.
- 1.2. These Service Specific Terms apply to the Lift Services contain provisions which vary depending on whether the Lift Services are deployed within the public cloud or within the Client's own cloud environment. However, the Use Policy of Lift Services apply irrespective of how Lift Services are deployed.
- 1.3. Unless otherwise stated within these Service Specific Terms, any capitalised terms shall have the same meanings as those in the Service Terms.

2. Additional terms when Lift Services are hosted in the public cloud

- 2.1. Lift Services are deemed to be hosted in the public cloud where the Lift Services are 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.
- 2.2. Licence
 - 2.2.1. Subject to the Client's compliance with the terms of this Agreement, IHQ grants Client a non-exclusive, non-transferable right to access and use the Lift Services 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 Services 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 the Lift Services available to any third party, except as expressly permitted in the Order Form.

3. Additional terms when Lift Services are hosted in the Client's own environment

- 3.1. Lift Services are deemed to be hosted in the Client's own environment when the Lift Services are 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.
- 3.2. Licence
 - 3.2.1. Subject to the Client's compliance with the terms of this Agreement, IHQ grants the Client a non-exclusive, non-transferable, revocable license to install and use the Lift Services 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. The Client shall not sublicense, distribute, or make the Lift services available to any third party, except as expressly permitted herein.
 - 3.2.2. Upon termination or expiry of this Agreement, the Client shall:
 - 3.2.2.1. immediately cease using the Lift Services and delete all copies of the Lift

Services software, including backup copies, from its cloud environment.

- 3.2.2.2. certify in writing within seven (7) days of termination that it has fully complied with this Clause 4.

3.3. Security and Compliance

- 3.3.1. The Client is solely responsible for implementing and maintaining appropriate security measures, configurations, and access controls within its cloud environment to protect the Lift Services, associated data, and any systems interacting with it. This includes, but is not limited to:
 - 3.3.1.1. Implementing and maintaining firewalls, intrusion detection systems, and encryption;
 - 3.3.1.2. Applying security patches and updates to the cloud infrastructure and any third-party software components;
 - 3.3.1.3. Managing user access rights, enforcing multi-factor authentication, and ensuring secure credentials management;
 - 3.3.1.4. Conducting regular security assessments and compliance audits of its cloud environment.

- 3.3.2. IHQ shall not be responsible for any unauthorised access, data loss, corruption, or security breaches occurring within the Client's cloud environment, except where such issues are directly caused by a defect in the Lift Services.

- 3.3.3. The Client shall notify IHQ without undue delay if it becomes aware of any actual or suspected security breach that may impact the integrity, availability, or confidentiality of the Lift Services.

- 3.4. Audit. IHQ shall have the right, upon providing at least seven (7) days' prior written notice or upon termination of this Agreement, to conduct an audit of the Client's use of the Lift Services to verify (i) compliance with the licensing terms, and (ii) adherence to security obligations under this Service Specific Terms. Without prejudice to IHQ's other rights and remedies, the Client shall promptly remediate any non-compliance revealed by an audit and pay for any unlicensed use at IHQ's then standard prices within 10 days' of IHQ's audit.

- 3.5. Indemnity. In addition to the Client Indemnity provided in the Service 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:

- 3.5.1. 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;
- 3.5.2. the Client's failure to prevent unauthorised access to the Lift Services, including breaches resulting from compromised user credentials, inadequate access controls, or third-party access granted by the Client without IHQ's approval; or
- 3.5.3. 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 the Lift Services.

4. Termination.

- 4.1. Upon termination or expiry of this Agreement and/or any Lift Services the Client shall:
 - 4.1.1. Immediately cease all use of the Lift Service and delete all copies of the Lift Service, including backup copies, from its systems and environments.
 - 4.1.2. To certify in writing within seven (7) days of termination or expiry that it has fully complied with this Clause 4.

5. Definitions

- 5.1. The following capitalised terms have the following meanings in these Service Specific Terms.

Lift Services The Lift services and/or software as described in the Documentation.

4. Fair Usage. Where the Lift Services are provided on an “unlimited” basis, such use shall be subject to fair usage. The Client shall not use the Lift Services 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.

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Lift Use Policy

1. The Client shall not and shall ensure that all authorised users shall not:
 - 1.1. alter, hide, or remove any copyright, trademark, or other Intellectual Property Rights notice contained in the Lift Service;
 - 1.2. copy, translate, publish, frame, mirror, create derivative works from, modify, reverse engineer, decompile, or disassemble the Lift Services or attempt to do so except that:
 - 1.2.1. Client may decompile the Lift Services 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 the Lift Services and such information is not available from IHQ or elsewhere; and
 - 1.2.2. Client may make backup copies of the Lift Services software solely as necessary for its lawful use;
 - 1.3. use the Lift Services for providing hosting, or software-as-a-service offerings to third parties or to create a competing product or service;
 - 1.4. transfer, assign, or sublicense the Lift Services without prior written consent from IHQ; or
 - 1.5. use the Lift Services in a manner that violates applicable laws or regulations or is harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.
 - 1.6. circumvent any access control, security or privacy features of the Lift Service,
 - 1.7. extract or reuse any ideas, algorithms, procedures, work-flows, or hierarchies from the Lift Service for the purpose of creating, or assisting in the creation of, any works that are intended to be used by anyone as a competitive substitute for the Lift Service or any material part thereof;
 - 1.8. use the Lift Service to create any software or service containing any Malicious Software;
 - 1.9. use the Lift Service to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system or data;
 - 1.10. train any algorithms based on the Lift Service.
2. The Client shall promptly 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 the Lift Services.
3. The Client shall ensure all Client Data provided to IHQ shall be free from any Malicious Software.