Service Specific Terms
Edge

1. General

1.1. These Service Specific Terms supplement the Service Terms which apply to this Agreement where the Client subscribes to the Edge Service. If there are any conflicts between the Service Terms and these Service Specific Terms, these Service Specific Terms shall apply.

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

1.3. Where the Client utilises the Edge Service'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.

2. Security.

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

2.2. IHQ shall not be liable for security vulnerabilities in the Client's environment.

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

2.3.1.1. Implementing and maintaining firewalls, intrusion detection systems, and encryption;

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

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

2.3.1.4. Conducting regular security assessments and compliance audits of its cloud environment.

2.3.2. 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 Edge Services.

2.3.3. 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 Edge Services.

2.4. 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 Edge Services.

3. Licence.

3.1. During the Subscription Period and subject to the Client's compliance with the terms of this Agreement, IHQ hereby grants Client a limited, non-assignable, non-transferrable, and non-exclusive licence to use the Edge Service 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 the Edge Service 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.

4. Indemnity.

4.1. 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 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 any Edge Services the Client shall:

5.1.1. Immediately cease all use of the Edge Service and delete all copies of the Edge Service software, including backup copies, from its systems and environments.

5.1.2. Shall immediately release an update for all and any Mobile Apps which contain the Edge Service software to ensure any Mobile App users no longer have access to Edge Service including removing the SDK from the Mobile App.

5.1.3. To certify in writing within seven (7) days of termination or expiry that it has fully complied with this Clause 5.

6. Definitions

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

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

Personnel 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.

Edge Service The Edge services and/or software as described in the Documentation inclusive of the SDK

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Edge Use Policy

1. Client shall not, and shall ensure its **Personnel** and any authorised users shall not:
   1.1. alter, hide, or remove any copyright, trademark, or other Intellectual Property Rights notice contained in the Edge Service;
   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 the Edge Service, or attempt to do so except that:

       1.2.1. Client may decompile the Edge Service 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 Edge Service and such information is not available from IHQ or elsewhere; and
       1.2.2. Client may make backup copies of the Edge Service software solely as necessary for its lawful use;

   1.3. use the Edge Services for subscription offerings to third parties or to create a competing product or service;
   1.4. circumvent any access control, security or privacy features of the Edge Service,
   1.5. extract or reuse any ideas, algorithms, procedures, work-flows, or hierarchies from the Edge 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 Edge Service or any material part thereof;
   1.6. use the Edge Service to create any software or service containing any Malicious Software;
   1.7. use the Edge Service to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system or data;
   1.8. train any algorithms based on the Edge Service;
   1.9. transfer, assign, or sublicense the Edge Service without prior written consent from IHQ; or
   1.10. use the Edge Service in a manner that violates applicable laws or regulations or is harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

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 Edge Services. IHQ shall bear no responsibility or liability for any issues, security vulnerabilities, or losses arising from the Client's failure to install such updates, upgrades, patches, or corrections.

3. Client shall publish privacy policies and applicable disclosure for the Mobile App that comply with applicable law and this Agreement, including, but not limited to, 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.

4. Client may retain contractors to develop and/or distribute the Mobile App solely on their behalf, provided that (i) 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 (but for the avoidance of doubt excludes any and all Intellectual Property Rights in the Edge Service that have been incorporated into the Mobile App); (iii) the Mobile App developed or distributed by such contractors on Client's behalf are subject to the terms and conditions of this Agreement; and (iv) Client shall be responsible and liable for the acts and omissions of such contractors, including, without limitation, their compliance with this Agreement, as if such acts or omissions were Client's acts or omissions.

5. The Client shall be responsible for ensuring that the Moblie App complies with all applicable laws and the end users of the Mobile App compliance with the terms of use of the Moblie App which shall include:
   5.1. Provisions stating that the end user has only a limited non-exclusive license to use the Mobile App pursuant to the express applicable terms, and no ownership rights in the Mobile App.
   5.2. Provisions which prohibit the (a) reverse engineering, (b) disabling or circumvention of any access control, security or privacy mechanism of the Edge Service or (c) further distribution of the Edge Service.

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

7. <u>Fair Usage</u>. Where the Edge Services are provided on an "unlimited" basis, such use shall be subject to fair usage. The Client shall not use the Edge 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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