



The following terms and conditions (the "**Schedule**") are entered into, between Intermedia Technologies Company Limited ("**Intermedia**") and \_\_\_\_\_ ("**You**") in respect of the Intermedia AppID service only, and "**Service**" or "**AppID**" as used in this Schedule refers only to the Intermedia AppID service. For the avoidance of doubt this Schedule forms part of the Agreement (as defined in the Master Services Agreement ("**MSA**")) between You and Intermedia as at the date this Schedule is entered into between the parties.

1. **GENERAL TERMS.** Unless defined in this Schedule, all capitalised terms in this Schedule shall have the same meaning as set forth in the Agreement. In the event of an express conflict between the terms of the Agreement and the terms of this Schedule, this Schedule shall govern.

Each of the following are expressly incorporate into this Schedule by reference and may be updated from time-to-time by Intermedia:

- Service Level Agreement – Intermedia AppID ("**SLA**")
- Software Acknowledgements – Intermedia App ID ("**Software Acknowledgement**")

2. **CUSTOMER PRICING.** Details of Service specific pricing as negotiated between You and Intermedia can be accessed via the administrator access point (HostPilot®) or other web portal that may be provided by Intermedia.
3. **UPDATES TO THE SERVICE.** Intermedia reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. Intermedia may add or remove functionalities or features of the Service, and Intermedia may suspend or stop a Service altogether, in its sole discretion.
4. **USE OF THE SERVICE.** By downloading or using the Client Software (as defined in Section ) or accessing or using the Service, You:
  - 4.1 Agree the Client Software and Service are licensed, not sold to You, and Intermedia reserves all rights not expressly granted to You in this Schedule or in the Agreement;
  - 4.2 Consent to the collection, use, sharing and transfer of Your data, as outlined in the Intermedia Privacy Policy (available at [www.intermedia.net/legal/PrivacyPolicy.pdf](http://www.intermedia.net/legal/PrivacyPolicy.pdf)) as updated from time to time, by Intermedia at its sole discretion, which is hereby incorporated by reference;
  - 4.3 Agree to the policies governing Your use of the Service including the Intermedia Acceptable Use Policy (available at [www.intermedia.net/legal/acceptableusepolicy.pdf](http://www.intermedia.net/legal/acceptableusepolicy.pdf)) and the Intermedia DMCA policy (available at [www.intermedia.net/legal/dmcapolicy.pdf](http://www.intermedia.net/legal/dmcapolicy.pdf)) as such policies may be updated from time to time, by Intermedia at its sole discretion;
  - 4.4 Agree that You will not use the Service or submit or process any Data in any manner that conflicts with any agreement or obligation You have to any person, including a cloud service provider;
  - 4.5 Agree that You will only use AppID in compliance with all Applicable Law;
  - 4.6 Agree that You will not use AppID in any manner that violates any person's rights, including privacy rights and Intellectual Property Rights.
  - 4.7 Agree that You are responsible for any graphics or other materials You upload or submit through the Service, and You understand and agree that Intermedia does not have an obligation to review the content of files and will not in any way be responsible for the content of files;

- 4.8 Agree that Your license to use the Client Software and the Service automatically terminates if You violate this Schedule or any other element of the Agreement;
- 4.9 Agree not to reverse engineer, decompile, or otherwise attempt to discover the source code of the Service or any part thereof (including Client Software), except and only to the extent that such activity is expressly permitted by Applicable Law notwithstanding this limitation; and
- 4.10 Agree that third party terms and fees may apply to the use and operation of Your mobile device in connection with Your use of the Client Software or the Service, such as Your carrier's terms of services, and fees for phone service, data access, or messaging capabilities, and that You are solely responsible for payment of any and all such fees.

## 5. DATA.

- 5.1 **Definition.** For purposes of this Schedule, “Data” means: (a) all data submitted by Your Users to Intermedia in connection with the Service, including all content, logos (including custom logos), apps (including custom apps), media, and Account information and Account-related settings; (b) access credentials for use in connection with single sign-on; (c) configuration settings for the Service; and (d) information collected through the Client Software, including audit entries, web browsing activity, or any other information collected through the Client Software.
- 5.2 **Ownership.** Intermedia does not claim ownership of any Data (including any files or folders) that You upload, transmit, or store using Your Account(s) on the Service. Intermedia does not control, verify, or endorse the Data that You and others make available on the Service.
- 5.3 **License to Intermedia.** In order to operate its services, including the Service, Intermedia needs certain rights to Your Data. You hereby grant Intermedia a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sub license and transfer) to all of Your Data, which includes, for purposes of providing the Service and any related support, the rights to host, use, process, modify, store, transfer, and display any of Your Data.
- 5.4 **Privacy.** As noted in Section , Intermedia's collection, use, storage, and disclosure of Your Data is governed by the Intermedia Privacy Policy. Please review the Intermedia Privacy Policy. For clarity, the term “Confidential Information”, as defined in the MSA, does not include Your Data, notwithstanding anything to the contrary in the MSA.
- 5.5 **Data Representations and Warranties; Liability for Data; Unauthorised Access.** You represent and warrant to Intermedia that: (a) Intermedia may collect Data from the Client Software and You have obtained all necessary permissions and approvals for such collection; You have all the rights in the Data necessary for You to use the Service and to grant the rights in this Section 5; and, (b) the storage, use or transmission of the Data does not violate any Applicable Law or this Agreement. You will: (i) be solely responsible for the nature, quality and accuracy of the Data; (ii) ensure that the Data (including the storage or transmission thereof) complies with this Agreement and any and all Applicable Law; (iii) promptly handle and resolve any notices and claims relating to the Data, including any notices sent to You by any person claiming that any Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection and backup copies of the Data, which may include, Your use of additional encryption technology to protect the Data from unauthorised access. Intermedia will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Data. You must immediately notify Intermedia in writing of any unauthorised use of any: (A) Data; (B) any Account; or (C) the Service that comes to Your attention. In the event of any such unauthorised use by any third party that obtained access through You, You will take all steps necessary to terminate such unauthorised use, including by providing Intermedia with cooperation and assistance related to that unauthorised use as Intermedia may reasonably request.

5.6 **Intermedia Obligations.** Intermedia is under no obligation to edit or control Data or other information that You or other users post or publish, and will not be in any way responsible or liable for such Data or other information. Intermedia may, however, at any time and without prior notice, screen, remove, edit, or block any Data or information that in Intermedia's sole judgment violates this Schedule, the Agreement, or is otherwise objectionable. You understand that when using the Service You may be exposed to Data or other information from a variety of sources and acknowledge that Data or that other information may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Intermedia with respect to that Data or other information, and Intermedia expressly disclaims any and all related liability. If notified by a user or content owner that Data or other information allegedly does not conform to the Agreement, Intermedia may investigate the allegation and determine in Intermedia's sole discretion whether to remove the Data or other information, which Intermedia reserves the right to do at any time and without notice. For clarity, Intermedia does not permit copyright-infringing activities on the Service.

## 6. APPID CLIENT SOFTWARE.

6.1 **Definition.** For purposes of this Schedule, "**Client Software**" means all downloadable or installed software that allows a computer, mobile or other electronic device to access or use the Service, including applications for iOS, Android or Blackberry and add-ons, plugins, or extensions for web browser software, excluding any Third-Party Software distributed with Client Software.

6.2 **Use of Client Software.** The use of Client Software is governed by the terms and conditions of the Agreement, including this Schedule, and may also be governed by additional license terms that You (or a User) must accept in order to use the Client Software (such license terms an "**End User License Agreement**"). Unless accompanied by different terms and conditions from Intermedia, the End User License Agreement available under the AppID "Product-specific Agreements" at <http://www.intermedia.co.uk/legal> is applicable to all Client Software, and is hereby incorporated by reference into this Schedule. If there is an express conflict between these terms and any End User License Agreement, the terms of the applicable End User License Agreement will prevail. You may use the Client Software only in accordance with the Agreement, and any applicable End User License Agreement, and only in connection with the Service.

6.3 **Updates to Client Software.** Intermedia may automatically check Your version of the Client Software. Intermedia may also automatically download to Your computer or device new versions of the Client Software, and automatically upgrade old versions of Client Software with new versions of Client Software.

6.4 **Third-Party Software.** Client Software may be distributed with "**Third-Party Software**", which means software subject to third-party license terms. While Your right to use the Client Software is governed by the terms and conditions of this Agreement, You may have additional rights under the licenses applicable to Third-Party Software, and in the event of any conflict between those applicable licenses and any restrictions in this Agreement, the conflicting terms of those Third-Party Software licenses will control. For more information, please see "Software Acknowledgements" file under the AppID "Product-specific Agreements" at <http://www.intermedia.co.uk/legal>.

6.5 **Export Restrictions.** The Client Software is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Client Software, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issue by U.S. and foreign governments.

7. **COPYRIGHT, TRADEMARK AND PATENT NOTICES.** You must not remove, modify or obscure any of the Intellectual Property Rights (or notice thereto) that are contained in or on the Client Software or the Service. You have no right under this Agreement to use any Intermedia logos in any manner whatsoever. You agree you will not undertake any action that will interfere with or diminish Intermedia's Intellectual Property Rights.

8. **NO RENTAL OR SUBLICENSING.** You may not sub license, rent, lease, lend, pledge, or directly or indirectly transfer or distribute Client Software to any third party, and You may not permit any third party to have access to and/or use the Client Software or Service, except for Your Users.
9. **END USER MONITORING.** The Client Software can be configured to provide detailed statistics regarding web browser usage and access and other information that may be sensitive and require obtaining the prior express consent of each of Your Users. You are responsible for providing notice of the functionality of the Client Software and obtaining all necessary consents and authorisations prior to installation of any Client Software. In addition to any other termination rights, Intermedia may immediately terminate the Schedule or the Agreement or suspend the Service if You have or are suspected to have used or installed Client Software without obtaining all legally necessary authorisations. For clarity, You are prohibited from using the Client Software in violation of this Section , the Schedule, or the Agreement.
10. **SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE.** Intermedia reserves the right, to temporarily suspend or terminate Your access to the Service at any time in Intermedia's sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, Intermedia may suspend or terminate Your access to or use of the Service for: (a) the actual or suspected violation of the Agreement; (b) the use of the Service in a manner that may cause Intermedia to have legal liability or disrupt others' use of the Service; (c) the suspicion or detection of any malicious code, virus or other harmful code by You or in Your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in Intermedia's determination, the suspension might be indefinite and/or Intermedia has elected to terminate Your access to the Service, Intermedia will use commercially reasonable efforts to notify You through the Service. You acknowledge that if Your access to the Service is suspended or terminated, You may no longer have access to the Data that is stored with the Service. In the event of termination or cancellation, You must stop using and/or accessing the Client Software and the Service, and destroy all copies of the Client Software and all of their component parts. For the avoidance of doubt, Intermedia reserves the right to exclude Your overall access, a portion thereof or individual Users access to the Service in the manner set out in this Section 10.
11. **WARRANTY DISCLAIMER.** THE SERVICE, CLIENT SOFTWARE, AND THIRD-PARTY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERMEDIA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. UNDER NO CIRCUMSTANCES WILL INTERMEDIA, OR ITS EMPLOYEES, DIRECTORS, CONTRACTORS, OR AGENTS, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE CLIENT SOFTWARE, THIRD-PARTY SOFTWARE, OR THE SERVICE, ) ("LOSSES"), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON BREACH OF CONTRACT, FUNDAMENTAL BREACH, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF INTERMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF
12. **INDEMNIFICATION.** You agree that You will be responsible for Your use of the Service and any Client Software, and You agree to fully defend, indemnify, hold harmless and keep fully indemnified, held harmless and indemnified Intermedia and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all demands, claims, liabilities, damages, losses, and expenses, including reasonable legal fees and costs ("**Losses**") whether or not such Losses were foreseeable at this Schedule, arising directly or indirectly whether in whole or in part out of or in any way connected with: (a) Your access to, use of, or alleged use of the Service; (b) Your violation of the Agreement, this Schedule or any representation, warranty, or agreements referenced herein, or any Applicable Law; (c) Your violation of any third-party right, including without limitation any Intellectual Property Right, publicity, confidentiality, property or privacy right; or (d) any disputes or issues between You and

any third party. Intermedia reserves the right, at Intermedia's own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You (and without limiting Your indemnification obligations with respect to such matter), and in such case, You agree to cooperate with Intermedia's or one of the other parties specified above's defence of such claim.