

Terms of Use - Starter Service

Edgee General, PaaS Hosting and Support Terms

Last modified: 26 of June 2024

The entirety of this Agreement is in the English language only, which language will be controlling in all respects. Any versions of this Agreement in any other language may be provided for accommodation and at Subscriber's sole expense. All communications and documentation for the Services to be furnished under this Agreement will be in the English language.

General Terms

1. **The Service** : is defined as a free service offered under the name "Starter". It is a limited service with no dedicated support. It is also limited in usage. Once the threshold is reached the service stopped automatically up to the end of a 30 days period.
2. **Commencement Date**. Services will commence on the start date indicated by the day of the registration
3. **Subcontractors**. Edgee retains the right to subcontract any portion of the Services to subcontractors it selects. Edgee shall remain responsible to Subscriber for any default or failure by any of its subcontractors to adequately provide any such portion of such subcontracted Services.
4. **Confidential Information**. "Confidential Information" means: (a) any non-public technical or business information of a Party, including without limitation, any information relating to a Party's techniques, algorithms, know-how, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; and (b) any other information of a party that is disclosed in writing and is conspicuously designated as "confidential" at the time of disclosure or that should reasonably be understood by the receiving Party to be Confidential Information of the disclosing Party. Notwithstanding anything to the contrary, the offerings, the specific terms and conditions of this Agreement, and all information related thereto shall be considered Confidential Information.
5. **Exclusions**. Confidential Information will not include any information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party, or any agent, legal affiliate, consultant or employee of the receiving Party ("**Representatives**"); (b) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information; or (d) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure.
6. **Obligations**. Each Party will at all times, both during the term of this Agreement and for a period of three (3) years after its termination, maintain in confidence all Confidential Information of the other Party and will not use such Confidential Information for any purpose, except as otherwise expressly permitted herein. Immediately upon receipt of a written request by the disclosing Party at any time, the receiving Party shall turn over to the disclosing Party all Confidential Information of the disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. One copy of Confidential Information may be reserved for legal record retention.

Each Party will limit the disclosure of such Confidential Information to those of its Representatives with a bona fide need to access such Confidential Information for a Party's exercise of its rights and obligations under this Agreement; provided that all such Representatives are subject to binding use and disclosure restrictions at least as protective as those set forth herein. The receiving Party will notify the disclosing Party of any suspected breach of this Section. The receiving Party will be responsible for any or omissions of such Representatives that, if taken by the receiving Party, would constitute a breach of this Agreement.

The receiving Party agrees to (i) hold the disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information of the disclosing Party except as described herein; (iv) not to copy, reverse engineer, decompile, or disassemble any such Confidential Information or prototypes, software or other tangible objects which embody the disclosing Party's Confidential Information; (v) not to remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the disclosing Party; (vi) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof; and (vii) immediately

notify the other party of any suspected breach of confidentiality.

The receiving Party may make disclosures required by law or court order provided the receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the disclosing Party to participate in the proceeding.

7. **Injunction and Remedies.** In the event of a breach or threatened breach of this Section by either Party, the other Party shall be entitled to seek preliminary and permanent injunctive relief (in addition to monetary damages and other remedies at law) to enforce the provisions hereof and shall be entitled to recover attorneys' fees incurred in connection therewith. Notwithstanding the foregoing, the remedies in this Section shall in no way be considered the exclusive remedies of a breach of this Section by either Party.
8. **Support.** Edgee acknowledges the necessity of providing adequate support in connection with the Service.
9. **Payment Terms.**
 - a. **Fees.** The service is free and limited in usage and services provided
 - b. **Future Price and Service Changes.** The Service and the associated price can be modified by Edgee at any time.
 - c. **Taxes.** All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Subscriber shall pay all taxes and duties assessed in connection with this Agreement and its performance by any applicable authority, excluding taxes payable on net income of Edgee. Subscriber shall promptly reimburse Edgee for any and all taxes or duties that Edgee may be required to pay in connection with this Agreement or its performance.
10. **Term and Termination.**
 - a. **Term.** This Agreement will have an initial Subscription Term : the Commencement Date.
 - b. **Automatic Renewal.** Unless either Party decides to terminate the contract, the contract will be automatically renewed for successive one (1) month terms
 - c. **Termination.**
 - i. The non-breaching party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days following receipt of written notice (electronic shall suffice) from the non-breaching party.
 - ii. Edgee reserves the right to terminate this Agreement and/or Services for failure of any of the terms and conditions as well as privacy and confidentiality rules
 - d. **Survival.** Obligations will survive the termination of this Agreement.
11. **Open Source Software.** Certain items of software made available through the Services may be open source software. Such open source software is not subject to the terms and conditions of this Agreement. Each item of open source software is licensed under such terms of the end-user license that accompanies such open source software.
12. **Interaction with Third Parties.** Edgee may provide access to third-party tools on its site that may direct to third-party websites. Edgee is not responsible for examining or evaluating the content or accuracy of such third-party websites and does not warrant, and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. Such access to third party links or tools are "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. Edgee is not liable and shall have no liability whatsoever for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites relating to your use of optional third-party tools.

In the case where any user authorized by Subscriber consents to a third party integration, Subscriber shall be deemed as agreeing to the passage of data to the third party integration partner for the purposes agreed upon between Subscriber and Edgee.
13. **Representations and Indemnification** For hosted sites, Subscriber hereby represents and warrants to Edgee that information, content, interface, code, capability or other materials provided by Subscriber ("**Content**") shall not include anything that Edgee may determine in its sole discretion to be or constitute: (a) unlawful, offensive, threatening, harmful, libelous, malicious, defamatory, pornographic, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Subscriber; (c) fraud or a violation of a third party's privacy or intellectual property rights; (d) a breach of this Agreement; (e) interference or attempted interference with the proper working of the Services or Edgee infrastructure; (f) promotion or facilitation of gambling, illegal export, or discrimination based on race, sex, religion,

nationality, disability, sexual orientation, age or otherwise; (g) transmission of viruses, unauthorized data, malware, trojan horses, spyware, worms or other harmful or corrupted components; (h) impersonation, or collection of personally identifying or other information about other Edgee subscribers or their users use of information obtained from or through the Services, for the purpose of direct marketing, spamming, unsolicited contacting, phishing or pharming. Edgee reserves the right, but shall be under no obligation, to refuse, modify, or remove Content. Content must be published together with Subscriber's name, address, telephone number, and email address to which questions, complaints or claims from users, Subscribers, or others should be directed. Subscriber hereby agrees to defend, indemnify, and hold harmless any claims or suits (including attorneys' fees and expenses) against Edgee or its officers, directors, employees, vendors, agents or affiliates arising out of or resulting from Content or a breach of the other terms of this Agreement (including but not limited to any unauthorized or illegal use or distribution of the Services).

Edgee hereby agrees to defend, indemnify, and hold harmless Subscriber, its affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns ("**Subscriber Indemnitees**") from and against any and all liabilities, losses, damages, or expenses (including attorneys' fees) incurred by such Subscriber Indemnitee arising out of or relating to any claim, suit, action or proceeding by a third party alleging that Subscriber's use of the Services in compliance with the terms of this Agreement infringes upon such third party's intellectual property rights.

14. **License.** During the period for which Subscribers are authorized to use the Services, and subject to be compliant with the terms of this Agreement, Subscribers are granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license, to use the Services for the Subscribers internal business or personal purposes according to the service capacity of your account.
15. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Edgee or any third-party is granted to you in connection with the Services. Edgee shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto and (b) all intellectual property rights related to any of the foregoing. Solely for the duration of the Services, Subscriber hereby grants to Edgee the express right to reference and display Subscriber's name and company logo on Edgee website and in marketing, sales, and public relations materials and other communications solely to identify Subscriber as a Edgee customer. Subscriber grants no rights other than expressly granted herein.
16. **Compliance with Laws.**
 - a. Export control and sanction. Subscriber represents and warrants that it is not a restricted party (e.g. individual or entity that has been denied import or export privileges) according to any European or U.S. government list nor located in a country that is subject to a European or U.S. government embargo or "terrorist supporting" designation. Subscriber will comply with all applicable export and import control laws and regulations, including those emitted by the United Nation Security Council (UNSC), the US Government, the European Union or its Member States, the UK Government, the Government of Canada, and the Government of Australia. Subscriber will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Edgee proprietary Services and products to any country for which approval is required under the laws of the applicable country unless the appropriate export license or approval has first been obtained. Without limiting the generality of the foregoing, each Party agrees that it does not intend to nor will it, directly or indirectly, engage in any export or re-export (a) to any prohibited destination under French, US, EU, UK, Australian, and Canadian export restrictions, or to any national of any such country, wherever located, (b) to any entity or individual who such Party knows or has reason to know is engaging in the design, development, or production of nuclear, chemical, or biological weapons, or missile technology, or (c) to any entity or individual who has been prohibited from participating in United States or French export transactions by any department of the French or United States Government. Subscriber further represents and warrants that none of the Subscriber, their affiliates, or any of their directors, officers, employees, and none of the users of the Services is a sanctioned person.
 - b. Anti-bribery. Subscriber will further comply with all applicable laws relating to anti-bribery and anti-corruption including, but not limited to, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act, and will not directly or indirectly use any payment or other benefit derived from Edgee to offer, promise, or pay any money, gift, or any other thing of value to any person for the purpose of influencing official actions or decisions affecting the Agreement.

Edgee shall: (i) comply with all applicable laws relating to anti-bribery and anti-corruption including (but not limited to) the UK Bribery Act 2010 and all relevant US requirements (together the "Anti-Bribery Requirements"); (ii) maintain in place and enforce throughout the term of this Agreement its own policies and procedures, including, (but not limited to,) adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Anti-Bribery Requirements.
 - c. Anti-Human Trafficking and Slavery. In performing its obligations under this Agreement, Edgee shall: (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015; and (ii) without prejudice to Section General Terms (b) include in contracts with any subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set

out in these General Terms.

d. Privacy See Edgee Privacy Policy

17. **Intellectual Property and Prohibited Uses.** Subscriber may not, nor permit users, or others within Subscriber's control to copy, republish, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; modify, translate, or create derivative works based on the Services; rent, lease, distribute, sell, resell, assign, or otherwise transfer intellectual property rights of the Services; use the Services for time sharing or service bureau purposes or otherwise for the benefit of a third party; remove any trademark or proprietary notices from the Services; or publish or disclose to third parties any evaluation of the Services without Edgee prior written consent and only to the extent of such authorized disclosure. Subscriber may not interfere with, modify, disrupt or disable features or functionality of Edgee, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services.

Subscriber may not use the Services:

- a. In any way that knowingly violates any applicable federal, state, local or international law or regulation (including, without limitation, GDPR, any laws regarding the export of data or software to and from the US or other countries).
- b. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- c. To transmit, or procure the sending of, any advertising or promotional material, that may be considered any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- d. To knowingly infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party.
- e. In any way that is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or unlawful.
- f. To impersonate or attempt to impersonate Edgee, a Edgee employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- g. To knowingly engage in any other conduct that restricts or inhibits anyone's use of the site or our Services, or which, as determined by us, may harm the Edgee or users of the site or our Services or expose them to liability.

Additionally, Subscriber agrees not to:

- h. Use any robot, spider or other automatic device, process or means to access the Website or any of its content or any Services for any purpose, including monitoring or copying any of the material on the site or providing any competing services.
 - i. Use any manual process to monitor or copy any of the material on the site or any other content of ours or for any other unauthorized purpose without our prior written consent.
 - j. Use any device, software or routine that knowingly interferes with the proper working of the site or the provision of our Services.
 - k. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
 - l. Attempt to gain unauthorized access to, or knowingly interfere with, damage or disrupt any parts of the site, the infrastructure on which the site is stored, or any server, computer or database connected to the site or our Services.
 - m. Attack the site or our Services via a denial-of-service attack or a distributed denial-of-service attack.
18. **Warranty.** The Services (including but not limited to products, functionality, and information) are provided on an "as is" and "as available" basis. Edgee HEREBY DISCLAIMS TO SUBSCRIBER OR TO ANY OTHER PERSON INCLUDING ANY END USERS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Edgee REPRESENTS AND WARRANTS THAT IT HAS VALID RIGHTS TO PROVIDE THE SERVICES WITHOUT INFRINGING UPON A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, Edgee DOES NOT WARRANT THAT SERVICES, PRODUCTS, FUNCTIONALITY, OR INFORMATION, AS APPLICABLE WILL MEET SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED OR ERROR FREE, AND IT DOES NOT MAKE ANY REPRESENTATION REGARDING RESULTS OR USE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR RISK OF INJURY. Applicable law may

not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

19. **Limitation of Liability.** IN NO EVENT SHALL Edgee OR ITS SUBCONTRACTORS, LICENSORS, AFFILIATES, OR SUBSIDIARIES, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTY, INCLUDING ANY END USER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, OR LOSSES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOODWILL OR SAVINGS, LOSS OR CORRUPTION OF DATA, DATA FILES, OR PROGRAMS, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUBSCRIBER OR Edgee HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE Edgee AGGREGATE LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY INCLUDING ANY END USER, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE LIABILITY AROSE. SUCH FOREGOING EXCLUSIONS, LIMITATIONS OF LIABILITY AND REMEDIES WILL APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH SUCH EXCLUSION AND LIMITATION IS INTENDED TO BE SEPARATELY ENFORCEABLE, WITHOUT REGARD TO THE OTHER EXCLUSIONS AND LIMITATIONS, AND WITHOUT REGARD TO WHETHER ANY OTHER REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
20. **Representation to Subscriber.** Edgee represents, warrants and covenants to Subscriber that Edgee will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
21. **Waiver.** The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
22. **Force Majeure.** Except for payments due under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, internet access outside of Edgee's control, war, terrorism, riot, fires, embargoes, floods, accidents, strikes, fuel crises, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.
23. **Assignment.** Subscriber may not assign this Agreement, in whole or in part, including without limitation by operation of law, without prior written consent from Edgee. Any attempt to assign this Agreement without such consent will be null and void. Edgee may freely assign and transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
24. **Governing law.** Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by the laws of the state of Hawaii, US. Any dispute arising out of or in connection with these Terms, including any questions regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the U.S. Courts for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English
25. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.
26. **Notices.** Unless otherwise specified (in the Payment Terms and Termination provisions), any notices, approvals consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly delivered when sent by registered or certified mail with return receipt requested, delivered by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth above or to such other address as may be specified in writing by either Party to the other in accordance with this Section. All notices sent and allowed by electronic mail (Payment Terms and Termination) will be considered given and received as of and on the date of electronic transmission thereof.
27. **Relationship of Parties.** The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf.

PaaS Hosting Terms

Services for Edgee include hosting and accompanying edge computing environments over infrastructure for one or more projects. The Service does not include any commitment of any type in terms of maintenance, availability, customer support and any other guarantee of quality of service.

1. Reversibility

Subscriber has license and/or ownership of, and direct ability to access, at all times to the following (including without limitation):

- a. Project configuration
- b. Components configuration
- c. Domain settings
- d. Organization configuration

It is Subscriber's sole responsibility to carry out any reversibility operation necessary for the conservation or deletion of its Content.

2. Security

Edgee will maintain appropriate administrative, physical, and technical safeguards for protection of the security, availability, confidentiality and integrity of the Service and of the underlying infrastructure. Should Edgee become aware of a data breach affecting the Subscriber, it will notify the affected customer within 24 hours in case of a personal data breach and 72 hours in case of a project data breach.

Edgee maintains a compliance program that includes independent third-party audits and certifications presented on Edgee's Trust Center which is regularly updated and provides further details on Edgee's security measures and certifications.

Without prejudice to the foregoing, security and backups are a shared responsibility between Edgee and Subscriber, as further described in the Documentation. Subscriber is solely responsible for the security of any Project they deploy on Edgee, both on development and production environments. Edgee will regularly schedule automated backups of Subscriber's production environment. Subscriber is responsible to create backups for its own live environment before merging a different environment into it or each time Subscriber increases the storage space of its Service.

Edgee may notify Subscriber of security vulnerabilities relating to elements under Subscriber's control and responsibility scope (e.g. project configuration, components code and routes managed), but has no obligation to review or advise Subscriber of any security vulnerabilities. Any notified vulnerabilities must be patched by Subscriber as soon as possible. Not patching notified vulnerabilities may lead to immediate suspension of Subscriber's Projects and Services, at Edgee's sole discretion. For the avoidance of any doubt, Edgee will not be responsible for any such vulnerabilities, whether or not identified and notified by Edgee. Subscriber remains solely responsible for applying security patches and solely liable for the consequences resulting from their failure to apply the security patches needed.

Edgee may provide templates and code examples in the Documentation, public repositories, and support interactions. It will make reasonable efforts to make sure these examples respect secure coding standards but Subscriber understands and agrees that example code may not be ready for production settings, and it is Subscriber's responsibility to make sure any application code they run, even when originally provided by Edgee is up-to-date and secure.