

EDGE PLATFORM SERVICES TERMS AND CONDITIONS

Updated: January 22, 2019

These Edge Platform Services Terms and Conditions (the "Terms") are between the Edge Gravity entity signing the applicable Order Form ("Edge Gravity") and the other signatory to such applicable Order Form ("Customer"). Edge Gravity reserves the right to modify these Terms at any time and any such modification is effective when posted on <https://edgegravity.ericsson.com/legal/>.

The Parties agree as follows:

1. Scope and structure. These Terms sets forth the non-exclusive terms and conditions for Edge Gravity's supply of (a) edge platform services, and (b) support services; as further set forth in the Order Form and these Terms. Customer may order Services by signing an Order Form, subject to these Terms which are incorporated by reference herein, which should be countersigned by Edge Gravity to become fully binding (hereinafter collectively "the Agreement").

2. Edge Platform Services.

2.1 Edge Gravity will provide the Edge Platform Services on the start date agreed upon by Edge Gravity and Customer. As part of this service, Edge Gravity grants Customer the right to access and use the Edge Platform Services and the Edge Platform Software, in order for Customer to deploy and operate its Customer Software solely to provide the Customer Services. Customer may not make available the Edge Platform Services or the Edge Platform Software to any third party.

2.2 Customer grants Edge Gravity the right to host and transmit Customer's content to provide the Edge Platform Services in accordance with the Agreement.

2.3 Customer will reasonably cooperate and provide any information and documentation that Edge Gravity reasonably requires to perform the Edge Platform Services.

2.4 Edge Gravity will provide the Edge Platform Services in accordance with Edge Gravity's then current Service Levels. After a 14 days grace period following the start of the Edge Platform Services, if Edge Gravity fails to meet any Service Levels, the Customer can ask Edge Gravity to pay the Service Credits. Any Service Credit provided will appear as a credit on the applicable Edge Gravity invoice. The Service Credits shall be the sole and final remedy of Customer for any failure by Edge Gravity to deliver the Edge Platform Services. To request a Service Credit, Customer must deliver a written request (with sufficient detail) within 30 days after the end of the month in which the event occurred. It is expressly agreed that Customer may not request any Service Credit after this time period. The Customer may not bring any claim for Service Credits, damages or any other financial remedy against Edge Gravity in respect of a failure by Edge Gravity to meet any Service Levels or deliver the Edge Platform Services if caused by: (a) non-Edge Gravity products or services; (b) Customer or any person other than Edge Gravity or its contractor; (c) reasons outside of Edge Gravity's control; (d) results from inaccessibility, erroneous measurements or non-responses attributable to test objects which are not unauthenticated or publicly available; (e) Customer failing to comply with Edge Gravity's reasonable instructions; (f) any planned outage (including an excused outage due to curtail delivery in the event that Customer's bandwidth abnormally exceeds its committed rate); (g) a material breach of the Agreement by Customer; (h) use of the Edge Platform Services above the forecast provided by Customer (if any); or (i) as otherwise set out in the Agreement.

3. Support Services.

3.1 Edge Gravity will provide the Support Services in accordance with the Order Form. The obligation to deliver the Support Services begins on the date the Support Services are available or any date agreed upon by the parties in writing.

4. Edge Gravity Responsibilities.

4.1 Edge Gravity is responsible for the maintenance and operation of the infrastructure owned or otherwise used by Edge Gravity to provide the Services. Edge Gravity may in its discretion, change, reconfigure, replace, upgrade or install hardware and/or software related to the infrastructure used to deliver the Services to the extent such actions will not have a negative impact on Edge Gravity's ability to deliver the Services.

4.2 Edge Gravity, its subcontractors and its contractors provide the Services digitally through electronic communication. Edge Gravity and its contractors control the personnel, hardware and software and other resources needed to produce the Services. Edge Gravity will also provide Customer with documentation to use the Services.

4.3 Except as set out in this Agreement, Edge Gravity (and its Affiliates or contractors) does not make any other express or implied warranties or representations, including non-infringement of third-party rights, merchantability, satisfactory quality or fitness for purpose. Edge Gravity does not warrant that any particular result can be derived from using any Services provided under this Agreement.

5. Customer responsibilities.

5.1 When using the Services, Customer shall comply with Edge Gravity's then-current AUP.

5.2 Customer is solely responsible for all content and application, including any third party content or applications used in or generated using the Services. Without limiting the generality of the foregoing, Customer shall be responsible for (i) making the content available on an agreed addressable webserver, (ii) the development, content, operation, maintenance, and use of the content, (iii) providing the right format, language and version of the content for the applicable device(s) and user experience, (iv) maintaining a copy of the content including backups and data warehousing (v) properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup Customer accounts and content in a manner that will provide appropriate security and protection, which might include use of encryption to protect content from unauthorized access, and (vi) for any DRM, watermarking or any copyrights protection mechanisms.

5.3 Customer warrants that it owns all right, title and interest in the content used in and generated using the Services, or possesses the necessary rights to permit such content to be stored, sent or received using the Services.

5.4 Customer shall not (i) change or otherwise create derivative works of any software accessed through any of the Services, (ii) reverse engineer or decompile the software used to access the Services or do anything to derive the source code of any such software, (iii) copy or change a Service, or access or use the Services in a way to avoid incurring fees or exceeding usage limits, or otherwise in a way not expressly permitted herein or Order Form, or (iv) resell the Services as is or share or use the Services to provide rental, hosting or timesharing service to any other person.

5.5 Customer is responsible for use of the Services by any person who accesses the Services under its service account(s) and sub accounts, if any, (including Customer, any employee or contractor). Customer will ensure that each person who accesses the Services (a) uses an individual username and password, and (b) keeps any password confidential, secure, and changes it on a regular basis.

5.6 If requested by Edge Gravity, Customer will promptly provide Edge Gravity with a written forecast projecting Customer's total estimated capacity for the Services.

6. Suspension of the Service. Edge Gravity may restrict or suspend the Services or part thereof at any time in accordance with the AUP.

7. Security and Data Processing.

7.1 Edge Gravity will implement reasonable and appropriate industry-standard measures designed to help Customer secure its content used in the Edge Platform Services against accidental or unauthorised loss or access. Edge Gravity will as sole remedy use reasonable efforts to fix any identified security vulnerability. By using the Edge Platform Services, Customer agrees and confirms that the Edge Platform Services and the foregoing undertaking to use reasonable efforts to fix any identified security vulnerability meets Customer's security requirements and processing instructions.

7.2 Edge Gravity and Customer will obtain and maintain all necessary permissions under applicable law that each Party must have to use, provide, store and process content (including personal data) to perform their responsibilities under the Agreement. Customer will obtain all necessary consents from, or make all necessary notifications to, any customer or end user to allow Edge Gravity to lawfully process content (including personal data) in performing its obligations under the Agreement. Customer is sole data controller for any personal data included in any content and appoints Edge Gravity as data processor under applicable data protection law.

7.3 Edge Gravity will process any personal data that Customer provides or makes available, or that derives from such personal data, solely for Customer, to provide the Services and perform its obligations under the Agreement. Edge Gravity will treat Customer's content as confidential and not disclose or transfer it except as Customer directs or to the extent needed to perform its obligations under the Agreement. Edge Gravity will process content for as long as required under the Agreement.

7.4 Edge Gravity may transfer to, or remotely access Customer content (including personal data), from any facilities directly or indirectly controlled by Edge Gravity for redundancy purposes, or normal operation and support of the Services, including data collection. For these purposes Edge Gravity may use an employee, contractor, or facility in any place where an Edge Gravity Affiliate or any contractor is located, and Edge Gravity is liable for their performance as for its own under the Agreement. Customer appoints Edge Gravity to perform any such transfer and consents for Edge Gravity to appoint such processors and sub-processors. Upon request, each Party will enter into any additional data processing or transfer agreement that is required under applicable data protection law for such transfer or sub-processing (such additional agreements being subject to the terms of the Agreement).

7.5 Edge Gravity, its Affiliate, or its contractor may process and store Customer's employees' contact information for performing the Agreement.

8. Ownership.

8.1 Edge Gravity, its Affiliates or contractors are at all times and retain the ownership of all intellectual property rights and know how in and to (a) the Services and any other service provided under the Agreement, (b) any graphics or content included in the Services, including the Design and Operation Related Data; (c) all underlying software, data and other materials that operate the Services (including any APIs); (d) any modification, enhancement or derivative work made of (a) through (c), including Customer's feedback or suggestions about the Services. The Customer acquires no rights of whatever nature under these Terms to any Edge Gravity intellectual property rights or other rights.

8.2 Any Design and Operation Related Data produced as a result of Edge Gravity's operation or rendering of the Services, or Customer's use of the Services, are at all times and remain the exclusive property of Edge Gravity and considered confidential information subject to the terms of the Agreement.

8.3 As between the Parties, Customer retains all intellectual property rights to its content it provides and uses in the Services and such content shall not be deemed part of any Services by virtue of being located on or served from the Edge Platform Services or the Edge Platform Software.

8.4 Each party will sign any document as may be necessary to give effect to this Sections 8 on the request of the other party.

8.5 Edge Gravity or its Affiliates may collect, copy, use and exploit design and performance data in the Services for (a) normal operation and support of the Services, (b) Edge Gravity's product or service development, and (c) Edge Gravity reports or analysis to any person, on the condition that Customer or its customers are not identifiable.

9. Fees, payment and records.

9.1 Customer will pay Edge Gravity the fees as set forth in the Order Form.

9.2 Upon signing of the Order Form, Customer commits to acquiring the Services from the date Edge Gravity makes the Services available to Customer. Customer will submit a purchase order on a monthly basis for the Services. Each such Purchase Order and each Purchase Order accepted by Edge Gravity is governed and regulated by the terms and conditions of the Agreement.

9.3 Customer will pay all amounts within 30 days of the invoice date, without any right of set off or counterclaim. Any overdue payment shall automatically (without notice) carry an interest at a rate of the monthly LIBOR (London Inter Bank Offered Rate) plus 3% accumulated rate per month of the outstanding amount until payment is made of the accumulated outstanding amount.

9.4 Customer will maintain records relating to the Services in order to calculate the applicable fees (Records). Customer will maintain such Records for a period required by law, but no less than 3 years after the Agreement ends for any reason. At Edge Gravity's request, Edge Gravity or its appointed representative may review and copy any part of the Records to confirm the fees payable under the Agreement. Customer will immediately compensate Edge Gravity for any errors or omissions disclosed by such audit. Edge Gravity will give reasonable notice of such review and conduct it at Edge Gravity's expense. Customer will reasonably co-operate with Edge Gravity at its own expense, including (a) providing all information Edge Gravity reasonably requests, (b) upon Edge Gravity's request, supporting Edge Gravity in interpreting the relevant material, (c) providing reasonable access to Customer's employees, premises and equipment. If the result of such audit has revealed overdue payments of 5% and more owed to Edge Gravity for the audited period, Customer will pay Edge Gravity all reasonable expenses for the review, including its appointed representative or external legal adviser.

10. Term and termination.

10.1 The Agreement starts on the effective date mentioned in the Order Form, and remains in effect for 1 year (or any other longer period specified in the Order Form), unless terminated earlier as set out below. Unless a Party terminates by giving the other 90 days' written notice, the Agreement will continue to be in effect by additional periods of 1 year from when the Agreement otherwise would have ended.

10.2 Either Party may terminate the Agreement for cause immediately if a Party materially breaches the Agreement, on the condition that the non-defaulting Party gives 60 days written notice to comply. Failure to pay a fee is a material breach.

10.3 Either party may also terminate the Agreement immediately upon written notice if (a) a Party breaches confidentiality provisions in the Agreement; or (b) a Party ceases its business, cannot pay its debts when due, or is subject to insolvency or bankruptcy proceedings.

10.4 Edge Gravity may terminate the Agreement immediately upon written notice if: (a) Customer directly or indirectly assigns or transfers its rights or obligations under the Agreement, or attempts to do any of these things; (b) material changes take place in the conditions of ownership of Customer; (c) Customer agrees to transfer its business to company that competes with Edge Gravity or an Edge Gravity Affiliate; or (d) Edge Gravity is required to do so by law.

10.5 Provisions contained in the Agreement, that are expressed or by their sense and context are intended to survive the expiration or termination of the Agreement shall so survive the expiration or termination.

11. Effect of termination on Services. At the end of the Agreement for any reason, Customer shall cease to use the Services and Edge Gravity will terminate Customer's access to the Services.

12. Compliance with laws and export control.

12.1 Each Party is responsible for complying with any law or regulation that applies to its responsibilities under the Agreement. Both parties shall notify the other Party of any changes in legislative enactments and regulatory requirements that it becomes aware of and which reasonably may have an impact on the Agreement. The Parties shall work together to identify the impact of such changes.

12.2 Customer will adhere to, and, is responsible for obtaining, all necessary approvals and licenses needed to and applicable for using the Services and using, providing and storing its and its customers' content in connection with the Services and which are otherwise required for the consummation of the transactions contemplated by the Agreement.

12.3 Customer and Edge Gravity will comply with all applicable import, re-import, export, and re-export control laws and regulations that apply to their responsibilities under the Agreement.

12.4 In the event a change in the laws or regulation applicable to the Services would require changes to the Services or physical relocation of the hardware or software used to produce the Services or part thereof, then Edge Gravity will solely bear all related costs provided the Parties can agree upon a reasonable corresponding adjustment of the Services fees.

12.5 Customer warrants that its use of the Services will not violate any applicable law, rule or regulation including without limitation any data security, data privacy or export compliance law or regulation, breach an agreement with, or infringe the copyright or other intellectual property rights of a third party.

13. Defense and payment of claims.

13.1 If any unaffiliated third party asserts a claim or alleged claim (including legal proceeding) against Customer that the Customer's proper use of the Services infringes a patent, copyright or trade secret, Edge Gravity will (a) defend Customer against that claim; and (b) pay any amount (including reasonable legal fees) that is directly related to that claim and which is finally awarded by a court or included in a settlement that Edge Gravity approves in writing.

13.2 Edge Gravity has no obligation for any claim under this section resulting from or based on: (a) any Customer content, non-Edge Gravity product, or any product, service or material that Customer provides or makes available when using the Services; (b) any modification of the Services by any person other than Edge Gravity; (c) Customer combining a Service with, or damages based on the value of, Customer content, non-Edge Gravity product, data or business process; (d) Customer causing or contributing to the events that gave rise to the claim; (e) a specification, requirement, design or instruction provided by Customer; (f) any failure by Customer or its customers to take a license and/or pay participation fees expressed to be paid by any person other than a network equipment supplier or technology supplier under any licensing regime, including without limitation, MPEG 4 Part 10 or HEVC; (g) any duties or levies payable for artistic or music rights clearance (including levies to collecting societies etc.) with respect to Customer content, or (h) continued use of all or part of the Services, if Customer refuses an alternative that is not subject to the claim, or refuses to discontinue using the Services when notified below.

13.3 If a claim under this section is made or likely to be made, Edge Gravity may, at its option and expense, procure the right for Customer to continue using the Services, or modify or replace the Services. If Edge Gravity deems neither alternative practicable: (a) Edge Gravity will notify Customer to discontinue using all or part of the Services; (b) Customer will discontinue such use; and (c) Edge Gravity will refund the fees paid for any period of time following the effective date of termination.

13.4 Customer indemnifies and defends Edge Gravity, its Affiliate or contractor against any claim or alleged claim from a non-affiliated third party that any non-Edge Gravity product or any product, service, or material that Customer provides or makes available when using the Services, directly or indirectly infringes that third party's patent, copyright, or trade secret.

13.5 Customer indemnifies and defends Edge Gravity, its Affiliate or contractor against all liabilities, actions, or claims arising from content transmitted using the Services, any breach or failure to comply with the AUP, or misuse of the Services.

13.6 A Party seeking protection under this section will: (a) promptly notify the other in writing about the details of the claim, including specific infringement allegations, such as patent claim, as applicable; (b) provide the other party with information and assistance that the other party reasonably requests; and (c) gives the other party the authority to control, and fully cooperates in, the defense and settlement of the claim, except that the party seeking protection may participate, using its own lawyers at its own cost.

13.7 The rights under this section are the only remedy for the matters set out here, and replace any common law, statutory or similar rights.

14. Limitation of liability and disclaimers.

14.1 A Party's liability for all claims under the Agreement (including any indemnity) in the aggregate are limited to any actual direct damages that the other incurs up to 100% of the amount Customer pays Edge Gravity under the Agreement in the 6 months before the date the most recent claim arose. This limit is in the aggregate and not per incident.

14.2 A Party is not liable for any of the following, under any claim (including any indemnity) or theory of liability, even if the other Party knew it was possible or reasonably foreseeable: (a) lost profit, revenue, business, value, market share, use, production, contracts, goodwill, actual or anticipated savings, lost or unauthorised access to content or data or distortion of data (including personal data), any regulatory fines; or (b) any special, indirect, incidental, punitive, or consequential damage in any way.

14.3 The limits and exclusions apply to each Party and its employees, contractors and Affiliates collectively.

14.4 The limitations and exclusions in this section 14 do not apply to damages (a) for a party's liability for breach of confidentiality under the Agreement; (b) for a party's liability for breach of the AUP; (c) for a party's liability caused by wilful misconduct or gross negligence, (d) Customer's payment obligations under the Agreement; (e) Customer's liability under Section 13.5 of these Terms; or (f) that cannot be limited under applicable law.

14.5 Except as set out in these Terms, Edge Gravity (and each party's Affiliate or contractor) does not make any other express or implied warranties or representations, including non-infringement of third-party rights, merchantability, satisfactory quality, or fitness for purpose.

15. Taxes.

15.1 Each Party is responsible for its own taxes. Edge Gravity is responsible for any tax based on Ericsson's net income, and for the personal income tax of its employees or contractors.

15.2 The fees described in Section 9 and any other fees exclude VAT or similar and withholding tax. Customer will pay these and any other tax or duty related to the Agreement.

15.3 If under any present or future law or regulation, Edge Gravity must pay or Customer must deduct any tax or duty under the Agreement, Customer will increase the payable amount to cover such deduction or payment.

15.4 Edge Gravity will charge VAT or similar (such as goods and services tax) as applicable local law or regulation requires. Customer will pay such VAT, but only if Edge Gravity provides Customer with a valid tax invoice that: (a) specifically states the amount of VAT or other tax chargeable, if applicable; (b) meets all requirements imposed by the local tax authority; and (c) meets any further legal requirements to allow Customer to obtain any applicable tax relief, if available. Edge Gravity will provide Customer with an invoice or credit note for any underpayment or overpayment of VAT with payment in accordance with the payment terms.

15.5 Where any tax or duty is based on the location receiving the benefit of the Services, Customer will notify Edge Gravity of all other locations Customer uses other than set out at the beginning of the Order Form.

16. Confidentiality.

16.1 A Party will (a) only use or copy any information or documentation that it receives under the Agreement to fulfil and manage its rights and obligations under the Agreement; (b) not disclose to any person, in any form or way, such information or documentation (including this agreement) without written permission from the other party; and (c) keep it secure and protected to a reasonable level of care against loss, damage, or unauthorised access.

16.2 A Party may disclose such information or documentation to its Affiliate, employee, or subcontractor, but only if (a) that person needs to know to fulfil and manage the party's rights and obligations; and (b) before disclosure, that person accepts confidentiality obligations substantially the same as these Terms; and (c) the Party is liable for that person's breach. Edge Gravity may disclose such information or documentation to allow an assignment by Edge Gravity of its receivables under the Agreement to a financial institution.

16.3 This section does not apply to any portion of information or documentation that: (a) the disclosing Party agrees to a disclosure to a person, or that is required to fulfil or manage a Party's right or obligation under the Agreement; (b) is already or becomes publicly available, except by breach of confidentiality; (c) is demonstrably developed at any time without use of such documentation or information; or (d) was already known before disclosure or obtained at any time, without obligation of confidentiality.

16.4 The obligation of confidentiality set out in this section survives 3 years after the end of the Agreement.

16.5 Notwithstanding anything to the contrary, Edge Gravity may use the Customer's name, trade name, trademarks, icons, and logos to refer publicly to Customer or in its relationship with network service provider, orally and in writing, as a customer of the Services. Any other use of Customer's brands requires Customer's prior written consent.

17. Force majeure.

17.1 Neither Party is liable for any failure or delay to fulfil its obligations to the extent caused by any event beyond its reasonable control.

17.2 If such event occurs, the affected Party will immediately notify the other in writing with sufficient detail of the event. Both parties will use reasonable efforts to mitigate the effect of the event and the affected Party will use reasonable efforts to fulfil its obligation as long as the event continues. If the event continues for more than 90 days, the Party which is not affected by such event may immediately terminate the applicable part of this agreement by notice to the other Party.

18. Governing law and dispute resolution.

18.1 The Agreement shall be governed in all respects solely and exclusively by the laws of the State of Texas, without regard to conflict of law principles.

18.2 The Parties will settle any dispute arising out of the Agreement by arbitration under the Rules of Arbitration of the International Chamber of Commerce using three arbitrators, in Dallas in the State of Texas, with all documents and proceedings in English.

18.3 Despite arbitration, the Parties may use a competent court for an equitable or injunction remedy. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The Parties' confidentiality obligations under these Terms apply to the arbitration proceedings and documentation.

19. Other provisions.

19.1 If there is a conflict between the documents in the Agreement: (a) these Terms prevails over any document incorporated by reference or Order Form; (b) a later document prevails over an earlier, unless an explicit reference has been made in an Order Form to the effect that a certain provision in that Order Form shall prevail notwithstanding certain provisions in these Terms.

19.2 Except as set out in the Agreement, no other amendment of the Agreement is effective unless it is in writing and signed by the Parties.

19.3 Neither Party may assign any right or transfer any obligation under the Agreement unless it has obtained the prior written consent of the other Party. But Edge Gravity may assign its receivables arising under the Agreement to a financial institution, but only if such assignment does not affect Edge Gravity's obligations to Customer or create additional Customer obligations. Edge Gravity may assign or transfer the Agreement in connection with a merger or acquisition of all or substantially all of the assets of the Edge Gravity UDN business (provided that the assignee agrees in writing to be bound

by all terms and conditions of the Agreement), by providing the Customer with prompt written notice of assignment. Any purported assignment in violation of this section will be void.

19.4 Each Party is an independent contractor and the Agreement does not constitute a partnership or agency relationship between the Parties. Neither Party has any authority to bind or commit the other Party, or assumes any responsibility for the other Party's regulatory obligations, business or operations. Each Party is responsible for determining the assignment of its employees and contractors, and for their direction, control, and compensation.

19.5 No waiver of satisfaction of a condition or non-performance under this Agreement is effective unless it is in writing and signed by the Party granting the waiver.

19.6 Edge Gravity may contract portions of its undertakings under the Agreement to a subcontractor of Edge Gravity's choice. Edge Gravity is responsible and liable to Customer for their performance as for its own hereunder. Edge Gravity may re-locate, off-shore or near shore relevant parts of any Service provided under the Agreement to such subcontractor or Affiliate to the extent permitted by applicable law and the Agreement.

19.7 Each Party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where a party will approve, consent, accept, or act under the Agreement, a party may not unreasonably delay or withhold such action.

19.8 Each Party has a duty to mitigate any loss or expense that would otherwise be recoverable from the other Party (including under an indemnity) under the Agreement by that Party taking commercially reasonable actions to reduce or limit the loss or expense. Neither Party will bring a legal action arising out of or related to the Agreement more than 2 years after the cause of action arose. The Parties intend that no person, other than the Parties, has any cause or right of action under the Agreement.

19.9 If any provision of the Agreement is held to be unenforceable (i) that provision is to be interpreted either by modifying it to the minimum extent to make it enforceable (if permitted by law), or disregarding it (if not); (ii) and the rest of the Agreement is to remain in effect as written. An unenforceable provision is to remain as written except when the provision is held to be unenforceable. The Parties intend that the Agreement is to be interpreted as if the Parties have negotiated and drafted it jointly.

19.10 Any notice required or permitted shall be in writing and shall be delivered to the contact person listed in the Order Form by personal delivery, deposited with an established overnight courier, or mailed by certified or registered mail, return receipt requested. Such notice will be deemed to have been given as of the date it has been so delivered or deposited, or 5 days after it has been mailed.

19.11 This Agreement constitutes the entire agreement of the parties relating to the subject matter of the Agreement. The Agreement supersedes all other oral or written agreements, understandings, representations, or courses of dealing relating to the subject matter of the Agreement.

20. Definitions. In addition to any specific definition set out in this Agreement, the following expressions have the following meanings:

"Affiliate": means (a) any entity that controls, is controlled by, or under common control with, a Party, or (b) for Edge Gravity, means Telefonaktiebolaget LM Ericsson (publ) or each legal entity that Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls.

"AUP": means Edge Gravity's then-current acceptable use policy located at <https://edgegravity.ericsson.com/legal/> and which is incorporated by reference herein.

"Customer Services": means the services to be provided by Customer described in the Order Form.

"Customer Software": means the Customer software described in the Order Form.

"Design and Operation Related Data": means data related to the design and implementation of the Services performance, configuration and infrastructure (examples include but not limited to crash dumps, logs, alarms, software licenses, node type and related hardware information, performance counters).

"Edge Platform Services": means an on-demand cloud computing platform deployed within service provider networks and/or deployed in Edge Gravity's co-location facilities and managed by Edge Gravity providing computing, storage, networking, database, analytics and application services to support customer applications deployed on bare metal servers, virtual machines or containers, as described in the Order Form.

"Edge Platform Software": means Edge Gravity's edge platform software providing computing, storage, networking, database, analytics and application services designed to be deployed and to operate inside networks and co-location facilities on bare metal servers, virtual machines or containers.

"Order Form": means an ordering document for the Services containing these Terms, the AUP and the Service Levels, executed by the Parties and accepted in writing by Edge Gravity.

"Party" or "Parties": Edge Gravity and Customer individually or collectively as the case may be.

"Services": means the Edge Platform Services and the Support Services.

"Service Credit": means the amount due for failure to meet the Service Levels, as set forth in the Order Form.

"Service Level": means Edge Gravity's then-current service levels for the Edge Platform Services located at <https://edgegravity.ericsson.com/legal/> and which is incorporated by reference herein.

"Support Services": means the support services for the Edge Platform Service described in the Order Form.

"UDN": unified delivery network which is operated and owned by Edge Gravity.