

Akamai EdgeWorkers and EdgeKV Supplemental Product Policy

This supplemental product policy (“Policy”) provides additional terms which are specific to your use of Akamai EdgeWorkers and EdgeKV (“Covered Service”), as those products are described in the [Akamai Services Descriptions](#).

By using or continuing to use a Covered Service, you accept and consent to the rights, obligations, and practices described in this Policy

1. **Applicability.** This Policy applies to you and your affiliates, end users, and representatives (“Covered User”) with respect to the Covered Services. You shall be responsible for: (i) informing your other Covered Users of the existence of this Policy, as well as any amendments, updates, or modifications made to this Policy; and (ii) agreeing to this Policy, as amended, updated or modified from time to time, on behalf of all Covered Users.
2. **Conditions to Use.**
 - 2.1. You and your Covered Users may only use the Covered Services for commercial purposes in connection with your use of Akamai Services and in furtherance, or on behalf, of a profession, business, or other non-consumer entity in a manner that is consistent with this Policy, [Acceptable Use Policy](#), and applicable law.
 - 2.2. You understand You are solely responsible for determining if a Covered Service is appropriate for use by you or your Covered Users;
 - 2.3. You agree that any data collected, stored, or otherwise processed in connection to a Covered Service shall be deemed to be content under the AUP, and that you shall independently obtain and maintain at least one complete backup of all such data, even if you have purchased a similar backup service from Akamai.
 - 2.4. You understand that data in transit is not localized, and you shall only use a Covered Service to process third party data after obtaining the affirmative, written consent of each such party, and shall retain and make available to Akamai records of third party consents for the duration of your use of the Covered Services and for the longer of three (3) years after the conclusion of your use of the Covered Services or as required by applicable law.
3. **Permissions.**
 - 3.1. Akamai grants you a revocable, limited, non-exclusive, and non-transferable privilege to use the Covered Services.
 - 3.2. You grant Akamai discretion to collect, store, process, and migrate the Covered Services, and any data therein, to any location Akamai deems necessary for the performance of Akamai’s obligations, provided that any such activity shall be consistent with Akamai’s [Privacy Statement](#).

4. **License.** You are granted a revocable, limited, time-bound, non-exclusive, and non-transferable license (“Software License”) to any code or instruction arising from or related Covered Service that is accessible from the Akamai website or Akamai authorized code repository (“Software”). All other rights in and to Software are hereby reserved by Akamai. You irrevocably agree that Akamai may terminate the Software License, in whole or in part, at any time, with or without notice.
 - 4.1. **Compliance.** You are responsible for complying with all applicable laws and regulations concerning (i) data collection from your end users, including without limitation securing necessary consents, and (ii) the sharing of such data with Akamai.
 - 4.2. **Updates.** Updated versions of Software may be made available from Akamai from time to time, and you agree you shall use reasonable efforts to ensure that you use the most recent version of the Software made available by Akamai. You will ensure that anyone who obtains and uses Software does so only in compliance with the terms of this Policy.
 - 4.3. **Prohibitions.** You are prohibited from engaging in any activity with Software that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of Akamai or any third party. You are further prohibited from using any Software in connection with any non-Akamai product unless consented to by Akamai in a prior writing.
 - 4.4. **Additional Terms.** This Policy incorporates the terms and conditions (“Software Documentation”) included with any Software. In the event of a dispute between the construction or interpretation between this Policy and any Software Documentation, the terms of this Policy shall control without exception.
5. **Prohibitions.** You and your Covered Users are strictly prohibited from using any Covered Service for any purpose arising from or related to personal, confidential, proprietary data, or any other type of data where unauthorized access or disclosure could result in loss, legal or regulatory liability, or other harm to you or your Covered Users (“Sensitive Data”).
6. **Acceptance of Risks.** You, on behalf of you and your Covered Users, acknowledge and agree that you are solely responsible, and will not pursue any liability against Akamai, in the event of a loss arising from or related to the following (“Qualifying Loss”):
 - configuring, testing, and deploying a Covered Service in a manner that satisfies all security, legal, privacy, and compliance requirements applicable to you and your Covered Users;
 - 6.1. maintaining data recovery measures in connection to a Covered Service and any data therein;
 - 6.2. any data that you or your Covered Users access, collect, develop, maintain, process, store, transmit, or otherwise use in connection with a Covered Service;

You further agree to indemnify and hold Akamai harmless for any Qualifying Loss.

7. **Changes.** You irrevocably agree that Akamai shall have sole and absolute discretion to modify, replace, or terminate this Policy, in whole or in part, at any time with or without notice, and that such changes shall be effective between the later of fourteen (14) day of being posted by Akamai or your continued use of a Covered Service.