

## Edge Services Supplement

1. **Interpretation.** This Edge Services Supplement is entered into pursuant to and is hereby incorporated into the App Annie Subscription Agreement, including any amendments and addenda thereto previously entered into by the parties (the "Agreement"). In the event of a conflict between the terms of the Agreement and this Edge Services Supplement, this Edge Services Supplement shall control. Any capitalized terms not defined in this Edge Services Supplement will have the meaning set forth in the Agreement or the Order Form referencing this Edge Services Supplement.
2. **Definitions.**
  - 2.1 "Authorized User" means any individual user that is granted authorization pursuant to Section 2.2 to access and use the Services.
  - 2.2 "Customer Data" means any and all data and information provided by or on behalf of Customer or Customer's end users to the Services, including, but not limited to, data and information collected by App Annie from Data Sources and data and information generated by proprietary and third-party reporting systems.
  - 2.3 "Data Sources" means information from ad networks, ad exchanges, mediation platforms, and analytics platforms used by Customer, the Apple App Store, the Google Play Store, generic files, and internal applications data to which Customer provides App Annie access in connection with providing the Services.
  - 2.4 "Services" means, collectively, the App Annie Edge (or its successor service rebranded under a different name) subscription-based, hosted, operated, and supported on-demand business services, and any additional services pertaining to the Edge services, ordered by Customer as set forth in an Order Form, and as modified and updated by App Annie from time to time.
3. **Usage Rights and Restrictions.**
  - 3.1 Subject to the terms of the Agreement, (a) App Annie grants to Customer a non-exclusive, non-transferable, world-wide right to access and use the Services; and (b) Customer grants to App Annie a nonexclusive, non-transferable, perpetual, world-wide right to use Customer Data to provide the Services.
  - 3.2 Customer may allow only its Authorized Users to access and use the Services up to the quantity of Authorized Users set forth in an Order Form, and subject to all use restrictions set forth in such Order Form. Customer shall be responsible for their Authorized Users' compliance with the terms of the Agreement. The Services and Authorized User quantities purchased by Customer specified on Order Forms cannot be decreased during the Subscription Term. Any excess use shall be subject to additional fees and shall be set forth in an additional Order Form for such additional use. App Annie will grant administrative privileges to one of Customer's Authorized Users for the purpose of setting up access credentials for other Authorized Users. Authorized Users may not share access credentials with any other individuals; any such sharing shall constitute a material breach of the Agreement. App Annie may request Customer to confirm whether email addresses for Customer's Authorized Users are active and in good standing. Access credentials for inactive employees may be suspended by App Annie.
  - 3.3 Customer and its Authorized Users will not directly or indirectly do any of the following: (a) publicly display the Services through a website, portal, or any other medium; (b) license, rent, lease, barter, swap, resell or commercialize the Services; (c) transfer, transmit, enable or allow access to or use of the Services by any means, to any unauthorized third party; (d) create external derivative works of the Services, whether in whole or in part; (e) "crawl," "scrape," "spider" or otherwise copy or store any portion of the Services for any purpose not contemplated under the Agreement (e.g., in order to mimic the functionality and/or output of the Services, in whole or in part); or (f) use the Services as part of any machine learning or similar algorithmic activity that mimics the functionality and/or output of the Services (in whole or in part). Customer agrees to use the Services in compliance with all applicable laws and regulations and the Agreement. App Annie may monitor Customer's access and use of the Services for any legitimate purpose, including operation of the Services, Customer's compliance with the Agreement or applicable law. App Annie may involve and cooperate with law enforcement authorities in prosecuting persons who violate this Agreement and/or applicable law. This Section 2.3 shall survive the termination of the Agreement.
  - 3.4 App Annie will use Customer's access credentials (e.g., username and password) to automatically collect Customer Data from Data Sources for the limited purpose of providing the Services, which includes, without limitation, the automatic collection, organization, and generation of certain reports ("Reports") based on Customer Data from multiple Data Sources. App Annie may collect Customer Data on a regular basis. Notwithstanding the foregoing, App Annie makes no assurances or warranties that such Customer Data or Reports will be current and not obsolete or outdated. Collection of Customer Data will be conducted at all times on a read-only basis and App Annie will not insert, remove, or otherwise modify any content as stored within Data Sources except as reasonably necessary to provide the Services.
  - 3.5 App Annie will use commercially reasonable efforts to provide the Services on an error-free basis but does not guarantee or warrant that the Customer Data or Reports will never be deleted or inaccessible as part of the Services. Customer acknowledges and agrees that App Annie will not be responsible for: (i) any failure of the Services to convert Customer Data to Reports or store Customer Data or Reports, (ii) the deletion by the Customer or any third party of Customer Data or Reports, or (iii) the corruption of or deletion of any data, information or content contained in Customer Data or Reports caused by Customer or any third party. Customer bears full responsibility for archiving and backing up Customer Data and Reports and the sole liability for any inaccessible or irrecoverable Customer Data or Reports.
  - 3.6 Notwithstanding anything to the contrary under the Agreement, App Annie may, if applicable, use information derived, in whole or in part, from Customer Data that does not identify the Customer or any individual ("Aggregated Data"). For the avoidance of doubt, Aggregated Data shall not be considered "Customer Data" as defined in the Agreement. App Annie may use Aggregated Data for its business purposes.
4. **Warranty.**

Customer represents and warrants that it has, and will maintain, full right and authority to grant the rights granted by it under this Edge Services Supplement. This representation and warranty shall survive the termination of the Agreement.

**5. Liability.**

Customer will defend App Annie against claims brought against App Annie by any third party related to: (a) Customer's use of the Services other than as expressly permitted in the Agreement; and (b) Customer Data. Notwithstanding the terms of the Agreement, nothing in the Agreement will be deemed to limit damages incurred by App Annie related to Customer Data.

**6. Feedback.**

Customer grants to App Annie a worldwide, perpetual, irrevocable, royalty-free right to use, disclose, and incorporate into the Services, or any future App Annie, its affiliates', or partners' product or service, without Customer's consent, at App Annie's discretion, any suggestion or request for improvement, modification, or enhancement, comments, ideas, reviews, recommendation, correction, or other feedback provided by Customer to App Annie (collectively, "Feedback"). For the avoidance of doubt, Feedback shall not be considered Confidential Information under the Agreement, and neither App Annie nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of Feedback.

**7. Third Party Services.**

The Services may include links to third-party websites ("Third-Party Services"). Such Third-Party Services are subject to terms and conditions of those third parties and are not part of the Service and the Agreement does not apply to them. App Annie is not responsible or liable for: (a) the availability or accuracy of such Third-Party Services; or (b) the content, products, or services on or available from such Third-Party Services. App Annie does not endorse any Third-Party Services. Customer acknowledges and agrees that Customer is solely responsible for and assumes all risk arising from Customer's use of any Third-Party Services.