



## INTELLIGENCE SERVICES SUPPLEMENT

**1. Definitions.** Any capitalized terms not defined in this Supplement will have the meaning set forth in the Agreement.

1.1 "Authorized User" means any Customer employee, agent, contractor, or consultant who uses Customer's pre-approved email domain(s) (e.g., @customerdomain.com) and is granted authorization pursuant to Section 2.2 to access and use the Services.

1.2 "Services" means, collectively, the data.ai Intelligence subscription-based, hosted, operated, and supported on-demand business services, the estimates provided as part of such services ("Estimates"), and any additional services pertaining to the Intelligence services, ordered by Customer as set forth in an Order Form, and as modified and updated by data.ai from time to time.

**2. Usage Rights and Restrictions.**

2.1 Subject to the terms of the Agreement, data.ai grants to Customer a non-exclusive, non-transferable, world-wide right to: (i) access and use the Services; and (ii) download, store, and make copies of the Estimates, solely for Customer's own internal business purposes.

2.2 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 set forth in the applicable Order Form 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 quantities. data.ai 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. data.ai may notify Customer of such breach, and Customer will have five (5) business days to cure such breach. In the event of Customer's failure to cure, data.ai shall be entitled to: (a) suspend or terminate the Service; or (b) invoice the Customer (at standard list prices) for the additional Authorized Users accessing the Service. Customer's administrator must de-authorize access of any employee who is no longer an Authorized User within fifteen (15) days thereof. data.ai 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 data.ai.

2.3 Customer and its Authorized Users will not directly or indirectly do any of the following: (a) permit any third party to use or access the Services or Estimates; (b) use, distribute, share, reproduce, modify, sell, and/or communicate the Service and Estimates to any Customer related entities, affiliates, partners, customers, clients, or third-party agents; (c) publicly display the Services or Estimates through a website, portal, or any other medium; (d) license, rent, lease, barter, swap, resell or commercialize the Services or Estimates; (e) transfer, transmit, enable or allow access to or use of the Services or Estimates by any means, to any unauthorized third party; (f) create external derivative works of the Services, whether in whole or in part (including without limitation from the Estimates); (g) "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); (h) 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); or (i) publish or distribute the Estimates, or any portion thereof, publicly or to third parties. Customer agrees to use the Services and Estimates in compliance with all applicable laws and regulations and the Agreement. data.ai 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. data.ai 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.