

data.ai Ascend 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 individual user that is granted authorization pursuant to Section 2.2 below to access and use the Services.
 - 1.2 “Confidential Information”, with respect to Customer, means Customer Data and Customer login credentials to access Data Sources.
 - 1.3 “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 data.ai from Data Sources and data and information generated by proprietary and third-party reporting systems.
 - 1.4 “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 data.ai access in connection with providing the Services.
 - 1.5 “Services” means, collectively, the data.ai Ascend (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 data.ai Ascend 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; Ownership.**
 - 2.1 Subject to the terms of the Agreement, (a) data.ai grants to Customer a non-exclusive, non-transferable, world-wide right to access and use the Services; and (b) Customer grants to data.ai a nonexclusive, non-transferable, perpetual, world-wide right to use Customer Data to provide the Services. Section 2.1(b) shall survive the termination of the Agreement.
 - 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 its 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. data.ai will grant administrative privileges to one (1) of Customer’s Authorized Users for the purpose of setting up access credentials for other Authorized Users. No Authorized User is permitted to share access credentials with any other individual; any such sharing shall constitute a material breach of the Agreement. Upon data.ai’s request, Customer shall confirm whether email addresses for Customer’s Authorized Users are active and in good standing. Access credentials for inactive individuals may be suspended by data.ai.
 - 2.3 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. data.ai may monitor Customer’s access and use of the Services for any legitimate purpose, including operation of the Services or Customer’s compliance with the Agreement or applicable law. data.ai may involve and cooperate with law enforcement authorities in prosecuting persons who violate the Agreement and/or applicable law. This Section 2.3 shall survive the termination of the Agreement.
 - 2.4 data.ai 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. data.ai may collect Customer Data on a regular basis. Notwithstanding the foregoing, data.ai 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 data.ai will not insert, remove, or otherwise modify any content as stored within Data Sources except as reasonably necessary to provide the Services. For the avoidance of doubt, Customer Data will not be used to create Estimates for the Intelligence Services.
 - 2.5 data.ai 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 data.ai 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 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.
 - 2.6 Except as otherwise expressly granted under the Agreement, Customer retains all ownership and intellectual property rights in and to Customer’s Confidential Information and contents of Reports.
- 3. Warranty.**

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

Customer will defend data.ai against claims brought against data.ai by any third party related to Customer Data. Customer will indemnify data.ai against all damages and costs (including reasonable attorneys’ fees) finally awarded against data.ai (or the

amount of any settlement entered into by Customer) with respect to these claims. Damages incurred by data.ai related to Customer Data shall not be subject to any limitation of liability.

5. Security

data.ai will use reasonable security technologies in providing the Services in accordance with commercially reasonable industry standards and measures designed to protect the security, confidentiality and integrity of Customer Data. Customer shall ensure that Customer Data does not contain health, payment card, or similarly sensitive personal information that imposes specific data security obligations on the processing of such data.

6. Aggregated Data.

Notwithstanding anything to the contrary under the Agreement, data.ai may 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. data.ai owns and retains all rights, titles and interests and all intellectual property rights in and to the Aggregated Data and any and all derivative works thereof.