



## EXTENDED SERVICES SUPPLEMENT

1. **Definitions.** Any capitalized term not defined in Sections 1-6 below has the meaning set forth in the Agreement.
  - a. "Extended Service" means certain extended services ordered in the Order Form (and as described in a Change Request, if applicable) in connection with Customer's Intelligence Services subscription. Extended Services are "Services" under the Agreement.
  - b. "Change Request" means a mutually agreed upon request for a change to an Extended Service; a Change Request is required for any change to the work scope set forth in a Schedule and is incorporated into the Agreement.
  - c. "Materials" means all tangible results, materials and deliverables delivered by data.ai in connection with an Extended Service; Materials are data.ai's Confidential Information.
  - d. "Schedule" means the schedule, if any, attached to the Order Form that describes the work scope for an Extended Service (for clarity, not all Extended Services require a Schedule).
2. **Cooperation.** Subject to the terms and conditions of the Agreement, data.ai will use commercially reasonable efforts to provide to Customer the Extended Service(s) described in the Order Form. Customer's timely cooperation is essential to data.ai's performance of the Extended Services. Such cooperation includes, without limitation (a) allocating sufficient resources; (b) making accurate materials, data or other information available as needed for data.ai to perform hereunder; and (c) assigning an internal project manager to serve as data.ai's primary point of contact. Should Customer fail to timely cooperate, data.ai shall be excused from performing the Extended Services until Customer fulfills such obligations. Any delays in the performance of an Extended Service caused by Customer may result in applicable charges. The parties will agree in writing (e-mail sufficient) to the timing of all planning sessions or alignment workshops, as well as the performance of the Extended Services.
3. **Use Rights.** Subject to the terms of the Agreement and for the duration of the term of the Agreement (or as otherwise specified in a Schedule), data.ai grants Customer a non-exclusive, non-transferable, worldwide right, solely for Customer's internal business use, to access and use any Materials.
4. **Ownership.** Notwithstanding anything in the Agreement to the contrary, with respect to the Services, (a) data.ai owns and retains all rights, titles and interests and all intellectual property rights, including, without limitation, all copyrights, trademarks, patents, goodwill, trade secrets, and moral rights, in and to all of data.ai's Confidential Information, all documentation, specifications, guidelines, trade names, graphics, sounds, and content made available to Customer, usage data collected in connection with Customer's use of the Services, and any and all derivative works thereof; (b) the Services are never undertaken or provided to Customer as works for hire as such term is defined under the U.S. or international copyright law; and (c) all rights not expressly granted to Customer are reserved by data.ai.
5. **Limitation of Liability.** Notwithstanding anything in the Agreement to the contrary, with respect to the Services, the following applies: to the maximum extent permitted by applicable law, (a) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary, punitive or consequential loss or damages, and (b) each party's maximum aggregate liability for all claims arising out of or in connection with the Services shall be limited to the amounts paid to data.ai for the applicable Services under the Agreement during the twelve (12) calendar months immediately prior to the incident giving rise to the liability. The foregoing limitations shall not apply to (i) Customer's obligations to pay fees for the Services, (b) Customer's breach of Section 3 above ("Use Rights"), and (iii) a party's breach of its confidentiality obligations under the Agreement.
6. If any terms of Sections 1-5 above are in conflict with the terms of the Agreement, a Schedule or a Change Request, then the terms of Sections 1-5 above shall control. The term of the Extended Services will commence on the Start Date and end on the End Date as set forth on the Order Form; notwithstanding anything else in the Agreement, the Extended Services shall not auto renew.