

# Platform Subscription Agreement

Updated May 1, 2025

This Platform Subscription Agreement (this “**Agreement**”), effective as of the Product Order date or the date that Customer first receives access to the Platform (the “**Effective Date**”), is by and between Datassential, Inc., with offices located at 176 N Racine Ave, Suite 250, Chicago, IL 60607 (“**Provider**”), and the entity that Provider is providing or selling products or services to pursuant to a Product Order (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The specific products ordered by Customer are identified in separate product order forms (a “**Product Order**”) which are incorporated by reference into this Agreement.

1. Contract Formation: No agreement or understanding, oral or written, purporting to modify this Agreement shall be binding on Provider unless it is made in writing, specifically stating that it is a modification of this Agreement and it is signed by an authorized representative of each Party. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any of this Agreement. If this Agreement is deemed an offer, Customer’s acceptance of Provider’s offer is expressly limited to acceptance of this Agreement. Customer’s Product Order or use of the Platform shall constitute Customer’s assent to this Agreement. This Agreement shall also govern any free trials of the Platform. Any terms and conditions contained in any purchase order, or other form of communication from Customer that are additional to or different from this Agreement shall be deemed rejected by Provider, unless expressly accepted in writing by Provider’s authorized representative. Alternatively, if this Agreement is deemed to be a response to, an acceptance of, or a written confirmation of Customer’s offer, Provider’s acceptance is expressly conditioned upon Customer’s assent to this Agreement. Provider reserves the right to modify the terms of this Agreement, as necessary from time-to-time, in its sole discretion, provided that such modification shall not have any retroactive effect but shall be effective upon publication at this link and will apply for the remainder of the term of a Product Order, unless and until modified again. Continued use of the Platform after notice of modified terms shall constitute acceptance of and agreement to the updated Agreement. This Agreement, and the attached Exhibits A, B, and C (each if and as applicable) constitutes the entire agreement between the Parties and supersedes any prior negotiations, representations and promises, written or oral with respect to the subject matter hereof.
2. Platform and Grant of Rights: This Agreement between Provider and Customer governs Customer’s access to and use of Provider’s platform developed and maintained by Provider, consisting of (a) a proprietary database of data and information and the proprietary organization and structures for categorizing, sorting and displaying such data and information (“**Database**”), and (b) any related software (“**Software**”). Those portions of the Software and Database provided pursuant to this Agreement, as specified in the applicable Product Order, including any updates and modifications thereto, or other information or services provided by Provider in connection herewith, shall be defined as the “**Platform**.” Provider may make updates, upgrades and modifications to the Platform, in Provider’s sole discretion. Provided Customer is not in breach of this Agreement and has made timely payment of all applicable Fees, Provider grants to Customer the right of access to and use of the Platform as described in the applicable Product Order. In the event that any legal entity or division other than the named Customer, as specifically identified in the applicable Product Order (e.g. brand or division limitations), desires to access or use the Platform, such access and use shall require the execution of a separate Product Order and the payment of additional Fees. To the extent that Provider gives Customer access to the Platform free of charge for a trial period, Provider may terminate or suspend Customer’s access to the Platform for any reason at any time.
3. Usage Rights and Prohibitions:

- 3.1. Permitted User: A “**Permitted User**” is an individual who is an employee, contractor, or agent of Customer and who has been designated by Customer to Provider as a user of the Platform. Customer shall ensure Permitted Users comply with this Agreement and shall be responsible for a Permitted User’s breach of this Agreement. If a Permitted User ceases to meet the foregoing qualifications, Customer shall immediately notify Provider, and such Permitted User’s access shall be terminated or reassigned. Provider shall provide Customer with the ability to assign each Permitted User with a username and other information necessary to access the Platform. Customer may change the names of Permitted Users over time in order to accommodate departure of employees, contractors, or agents and/or changes of job functions.
- 3.2. Permitted Use: Subject to the terms of this Agreement, and the payment of all applicable Fees, and solely for Customer’s internal business purposes, during the term of this Agreement, Permitted Users may access and use the Platform: (a) to view the information in the Database; and (b) to download and print selected information from the Database that Provider, in its sole discretion, makes available for download (“**Reports**”).
- 3.3. Reports: Subject to and conditioned on Customer’s payment of Fees and compliance with this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Reports during the Term, in all cases solely for: (a) Customer’s internal business purposes; (b) to use portions, but not the entirety, of the information contained in a Report for inclusion in Customer’s original marketing materials; or (c) for any other purpose that Provider consents to in writing. For the avoidance of doubt, neither Customer nor its Permitted Users may publish or make public the entirety of a Report. Except as expressly provided herein, Customer may only share a Report or portions of a Report with Permitted Users and Customer’s consultants that are under confidentiality obligations similar to those contained in this Agreement provided that the consultant is not a direct competitor of Provider.
- 3.4. Licensed Information: To the extent provided in an applicable Customer’s Product Order, Provider shall make available to Customer certain lead information or other third-party data products (collectively “**Licensed Information**”). Subject to compliance with this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable license to use the Licensed Information during the Term solely for Customer’s internal business purposes; provided, however, that no Licensed Information shall be sold, sublicensed, offer for sale, or transferred to a third party. Customer’s use of the Licensed Information shall comply with Customer’s privacy policies, all applicable privacy and marketing laws, and all principles and/or best practices of the Digital Advertising Alliance.
- 3.5. Prohibited Use: Customer shall not use the Platform, Licensed Information, or any Report for any purposes beyond the scope of the access granted in this Agreement. In no event shall Customer nor any Permitted User: (a) access or use the Platform, Licensed Information, or any Report if it is a direct or indirect competitor of Provider; (b) provide any portion of the Platform, Licensed Information, or any Report to any entity or person which Customer knows or reasonably should have known is a competitor of Provider; (c) allow anyone other than a Permitted User to access or use any portion of the Platform; (d) distribute, sublicense, transfer, sell, offer for sale, or disclose any portion of the Platform or any Report to any third party; (e) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or any Report; (f) use any portion of the Platform, Licensed Information, or any Report in a manner that would violate any third party’s intellectual property rights or U.S., international, state, or local law or regulation that may be applicable; (g) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (h) remove any proprietary notices from the Platform or any Report; (i) attempt to test,

scan, probe, or hack the Platform or any underlying software, servers, or networks or breach the security, authentication, or encryption measures; (j) attempt to interfere with the Platform by overloading, flooding, or causing a denial of service to Customer or third parties; (k) use or attempt to use any engine, software, tool, agent, or other device or apparatus, method, or mechanism (including without limitation browsers, spiders, robots, or intelligent agents) to scrape or collect data from the Platform through manual or automated means, including in any manner inconsistent with the use of a single Permitted User.

3.6. Suspension: Notwithstanding anything to the contrary in this Agreement, Provider may suspend Customer's and any Permitted User's access to any portion or all of the Platform if Provider reasonably determines that (a) there is a threat or attack on any of the Platform; (b) Customer's or any Permitted User's use of the Platform disrupts or poses a security risk to Provider or to any other customer or vendor of Provider; (c) Customer, or any Permitted User, breaches this Agreement; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) Provider's provision of the Platform to Customer or any Permitted User is prohibited by applicable law. Provider shall use commercially reasonable efforts to provide written notice of any suspension. Provider shall use commercially reasonable efforts to notify Customer of any pending suspension and resume providing access to the Platform as soon as reasonably possible after the event giving rise to the suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Permitted User may incur as a result of a suspension. Customer shall continue to be responsible for Fees for any such interrupted or suspended period.

4. Customer's Obligations:

4.1. Customer agrees to access and use the Platform, Licensed Information, and Reports and the information therein (including any other information obtained, or derived, from the Platform) solely during the term of this Agreement, in accordance with the terms and conditions of this Agreement and in compliance with all laws and regulations that may be applicable. Provider shall require, in writing, the names, titles/roles, and work contact details of Customer's Permitted Users before such Permitted Users access the Platform.

4.2. Customer is responsible for obtaining all hardware, software and other equipment or connections necessary for its Permitted Users to access and use the Platform, including as it may be modified or changed by Provider. Customer is solely responsible for its and the Permitted Users' use of the Platform. Customer is responsible for the security of its Permitted Users' usernames and passwords, and responsible for any use of the Platform through said usernames and passwords. Customer shall take commercially reasonable efforts to prevent unauthorized access to and use of the Platform and Reports and unauthorized disclosure of usernames and passwords, including, without limitation, by notifying Provider when a Permitted User ceases working for Customer. To the extent Customer becomes aware of any unauthorized access to or use of the Platform or any Report, or any unauthorized disclosure or misuse of usernames and passwords assigned to Customer or its Permitted Users, Customer shall promptly notify Provider and cooperate with Provider's efforts to mitigate any possible damage or further occurrence.

5. Fees:

5.1. Customer shall pay Provider the fees as set forth in an applicable Product Order ("**Fees**"). Unless otherwise stated in an applicable Product Order, Customer shall pay all Fees up front—either upon the execution of the Product Order and upon any renewal date of a Product Order, thereafter. All Fees are non-refundable and non-cancellable. Customer shall be responsible for any sales or use

taxes which may be imposed. Interest shall accrue on any delinquent amounts owed by Customer at the rate of 1.5 percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower. Customer agrees to reimburse Provider for all expenses and costs, including, without limitation, collection agency costs and reasonable attorneys' fees, incurred by Provider to collect unpaid amounts.

- 5.2. Customer shall reimburse Provider for pre-approved out-of-pocket expenses incurred by Provider in connection with performing Provider's obligations under this Agreement, including reasonable travel expenses. Any such expenses shall be billed based on the actual expense and such charges will be supported by appropriate documentation.
6. Representation and Warranties: Each Party represents and warrants that it has all requisite power and authority to enter into and carry out the terms of this Agreement, and that this Agreement has been duly authorized by all necessary actions.
7. Termination:
  - 7.1. This Agreement shall continue in full force and effect commencing on the Effective Date and continuing for the duration of all Product Order unless a Party hereto provides written notice of termination pursuant to the Product Order or this Agreement.
  - 7.2. Customer may terminate this Agreement immediately, in the event of a material breach of this Agreement by Provider that is not remedied within thirty (30) days after Provider's receipt of Customer's written notice of such breach. Provider shall have the right, in its sole discretion, to terminate this Agreement, in whole or in part, for any the following: (a) a material breach of this Agreement by Customer that is not remedied within thirty (30) days after Customer's receipt of Provider's written notice of such breach; (b) Customer makes an assignment for the benefit of its creditors, the filing by Customer or its creditors of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or the appointment of a trustee or receiver for Customer or its property which is not discharged within thirty (30) days of such filing; (c) immediately upon Customer's breach of Sections 3.5 or 4.1; or (d) after providing Customer with sixty (60) days' notice, Provider ceases delivery of a particular product, in which case Provider will refund a portion of the pre-paid Customer Fee prorated based upon the discontinued product and the remaining period of the Term.
  - 7.3. Upon termination of this Agreement, Customer may no longer access or use any portion of the Platform, Reports, or Provider Intellectual Property (defined below) in any manner, and Provider shall have no further obligation to Customer. Within thirty (30) days after the expiration or termination of this Agreement, Customer will permanently delete or destroy all portions of Provider Intellectual Property in its possession, custody or control and, upon request, provide Provider with written confirmation of the same.
8. Ownership: This Agreement is a subscription agreement and not an agreement for sale. Customer acknowledges that Provider and its licensors have and shall retain exclusive ownership of all proprietary rights to the Platform, Licensed Information, and Reports, including but not limited to the content, layout, functions, features, code, appearance, patents, copyrights, derivative works thereof, trademarks, trade secrets, and other proprietary rights that form a part of, or are otherwise related to, the Platform and the interface (collectively, the "**Provider Intellectual Property**"), throughout the world regardless of whether any such rights arise under the laws of the United States of America or any other state, country or jurisdiction, and all derivative works thereof. Customer does not and will not have any

ownership rights in the Provider Intellectual Property or any part thereof, nor will it challenge Provider's rights in and to the same. If Customer or any of its Permitted Users sends or transmits any communications or materials to Provider, via the Platform or otherwise, including but not limited to suggesting or recommending changes to the Provider Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its Permitted Users, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback. Additional intellectual property rights with respect to specific Products are further detailed in the Exhibits to this Agreement.

9. Confidentiality:

9.1 "**Confidential Information**" shall mean any information provided by a Party to the other party that is reasonably considered confidential given the circumstances of disclosure and the nature of the information. Confidential Information shall include all research, development or business plans, customer and vendor information, operations, systems, policies, procedures, practices, data and information in the Platform, and/or other business and financial information of Provider, including any Software and the Product Orders and Fees identified therein. Confidential Information does not include information (a) generally available to or known to the public; (b) previously known to the recipient; (c) independently developed by the recipient outside the scope of this Agreement as shown by written evidence; or (d) lawfully disclosed by a third party. Each Party agrees that it, as receiving Party, shall: (w) treat all Confidential Information of disclosing Party as private and confidential; (x) not use any Confidential Information of disclosing Party other than in furtherance of this Agreement; (y) not, without the consent of disclosing Party, disclose any Confidential Information to anyone other than employees, agents or affiliates of receiving Party who have a need to know under confidentiality obligations substantially similar to the terms of this Agreement, and receiving Party shall remain liable to disclosing Party for any breach of confidentiality obligations set forth herein by any of receiving Party's employees, agents or affiliates; and (z) use no less than commercially reasonable efforts to ensure the privacy, confidentiality and security of disclosing Party's Confidential Information.

9.2 Personal Information. To the extent that either party transmits or receives personal information under this Agreement, such party shall comply with all applicable laws, rules, and regulations regarding data protection, privacy, e-privacy, and the lawful processing of personal information ("**Applicable Privacy Laws**"). Customer shall at all times comply with Applicable Privacy Laws when processing data in connection with the Agreement, including any data it has received or that has otherwise been made available to it in connection with the Platform (including, but not limited to, Licensed Information and Reports). To the extent Applicable Privacy Laws require it and where Provider processes personal data on the Customer's behalf, each party shall comply with the Data Processing Agreement ("DPA"), available at <https://datassential.com/dpa/>.

10. LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO ANY VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, PARTNERS, SUCCESSORS, AND PERMITTED ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL,

CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE PLATFORM OR REPORTS OR THE INTERRUPTION OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, COSTS OF DELAY, INACCURACY OF DATA, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR BUSINESS OR SALES INTERRUPTION, EVEN IF PROVIDER, OR A REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE THE AMOUNTS PAID TO PROVIDER FROM CUSTOMER UNDER THIS AGREEMENT FOR SIX (6) MONTHS' WORTH OF FEES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT PROVIDER GIVES ACCESS CUSTOMER ACCESS TO THE PLATFORM FREE OF CHARGE, PROVIDER'S LIABILITY TO CUSTOMER WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

11. NO WARRANTIES: THE DATABASE, SOFTWARE, PLATFORM, LICENSED INFORMATION, AND REPORTS ARE BEING PROVIDED "AS IS" AND PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. PROVIDER EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED SERVICE, SECURITY, COMPLETENESS AND ACCURACY. MOREOVER, CUSTOMER'S USE OF THE DATABASE, SOFTWARE, PLATFORM, LICENSED INFORMATION, AND REPORTS, FOR WHATEVER PURPOSE [WHATSOEVER] IS AT CUSTOMER'S OWN RISK. FURTHERMORE, THERE IS NO WARRANTY THAT THE PLATFORM, LICENSED INFORMATION, OR REPORTS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SERVICES, OR PROVIDE THE RESULTS DESIRED.
12. Assignment: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors in interest and permitted assigns, except that neither this Agreement nor obligations hereunder shall be assigned or transferred by Customer without the prior consent of Provider. Provider may assign this Agreement at any time without Customer's consent.
13. Corporate Marketing: Customer consents to Provider using Customer's name and logo solely to identify Customer as a client by inclusion in Provider's "customer list" used in connection with Provider's marketing efforts. Any additional use of Customer's name and logo shall require Customer's prior written consent before first use.
14. Notices: All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be sent by either an overnight recognized carrier (such as FedEx, DHL, etc.) or by certified first-class mail, return receipt requested, to the addresses set forth herein with a copy sent via email to legal@datassential.com. Notice is deemed given when it is received.
15. Force Majeure: If and to the extent that Provider's performance of any of its obligations pursuant to this Agreement is prevented or delayed by fire, acts of God, acts of war, terrorism, riots, disease, epidemic or pandemic, or any other similar or dissimilar cause beyond the reasonable control of Provider (each, a "**Force Majeure Event**"), then Provider shall be excused for such non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. Provider is not responsible for Customer's internet connection or service, and is not responsible for issues relating to availability, performance, privacy or security resulting from the use of the internet or third party networks to transmit data. If such Force Majeure Event continues for a period of thirty (30) consecutive days or more, either Party shall have the right to terminate this

Agreement effective at any time during the continuation of such Force Majeure Event by giving the other Party at least ten (10) business days written notice to such effect.

16. Indemnification:

- 16.1. Customer agrees to indemnify, defend and hold Provider, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns, harmless from and against any and all actual or threatened third party claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit (collectively "**Claims**"), arising out of or in connection with Customer's (including its employees, agents and contractors) breach or alleged breach of any representation, warranty or obligation of this Agreement. Customer's indemnity obligation is subject to the following conditions: (a) Provider must give Customer prompt written notice of a Claim; (b) Customer must have exclusive control of the defense of the Claim; and (c) Provider must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Customer, at Customer's expense.
- 16.2. Provider agrees to indemnify, defend and hold Customer, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns harmless from and against any Claims by third parties that the Platform infringes any third party intellectual property rights enforceable in the United States. Provider's indemnity obligation is subject to the following conditions: (a) the Claim must not result from the breach of this Agreement by Customer or any Permitted User; (b) Customer must give Provider prompt written notice of a Claim; (c) Provider must have exclusive control of the defense of the Claim; and (d) Customer must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Provider, at Provider's expense. Should Provider's ability to provide Customer with the Platform be enjoined or otherwise restricted due to a Claim, Provider will, at its option, either procure the right to continue providing the Platform, replace or modify the Platform to make them non-infringing provided the Services remain functionally equivalent, or if neither of the foregoing is reasonably feasible in Provider's opinion, Provider may terminate this Agreement immediately. This Section 16.2 does not apply to any free trials or Customer's use of the Platform during a free trial.
17. Governing Law/Remedies: This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Illinois without giving effect to the conflict of law principles thereof. Customer shall not bring any action or proceeding based on this Agreement more than one (1) year after the cause of action occurs. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be brought in the federal or state courts of Chicago, Illinois, and Customer irrevocably consents to the exercise of personal jurisdiction over Customer by such courts and waives any right to plead, claim or allege that Illinois is an inconvenient forum.
18. Insurance: Provider shall carry and maintain in force at all times relevant hereto insurance of the types and minimum coverage amounts customarily carried by businesses of similar size and nature, respectively. Customer may request a certificate of insurance from Provider.
19. Independent Contractor: Nothing contained herein shall be construed to create an employment, principal-agent relationship, or joint venture between Provider and Customer.
20. Miscellaneous: This Agreement may only be amended in a writing designated as such and signed by both Parties. If any provision of this Agreement is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective Parties hereto with the same effect as

though the invalid or unenforceable provision was deleted. If any terms of this Agreement conflict with a Product Order, then this Agreement shall govern. No delay by a Party in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. The following provisions made herein shall survive expiration or the earlier termination of this Agreement: Sections 3.5, 9-11, 15, 16, 17, and 20.

## **Exhibit A**

### **Datassential Additional Product Terms: Points-Related Services**

These Datassential Additional Product Terms: Points-Related Services (“**Additional Terms**”) apply solely to services ordered by Customer via utilization of Points included within a Product Order executed by Customer and Datassential, Inc. (“**Provider**”). Points utilization and Services performance are subject to these Additional Terms in addition to the Platform Subscription Agreement (the “**Agreement**”) and should be read in conjunction. All capitalized terms not defined in these Additional Terms have the same meaning as described in the Agreement. In the event of a conflict between these Additional Terms and the Agreement, the Additional Terms shall govern as to the Customer’s use of Points and Point-Related Services.

“**Custom Data**” means customized data that Provider collects on behalf of Customer pursuant to utilization of Points included in a Product Order with details of the Services and scoping detailed in an SOW. Custom Data excludes Provider IP.

“**Deliverables**” means any report or other written analysis to be provided or produced by or on behalf of Provider, individually or jointly with Customer, in the performance of the Services in return for utilization of Points as set forth in an agreed upon Product Order and SOW.

“**Points**” means Datassential One Points, Consumer Spotlight Points, OPERA Points, Omnibus Points, Concept Locker Concept Test Points, and any other points Provider lists in a Product Order executed by the Parties. Points are detailed in executed Product Orders and are non-refundable. Unredeemed or unused Points expire at the end of each applicable Product Order Term.

“**Proprietary Concept Tests**” means any concept tests conducted for the sole benefit of Customer. Proprietary Concept Tests are stored in Concept Locker, a vault designed to house and test Customer concepts with consumers. Proprietary Concept Tests are visible only to designated users of Customer. Proprietary Concept Tests are exportable in a variety of standard export formats, including both Excel and PowerPoint formats. At no point are Proprietary Concept Tests made available in the public portion of the Launches and Ratings Product.

“**Provider IP**” means all Provider Intellectual Property (as defined in the Agreement) and all administrative communications, records, files and working papers relating to the Services and all intellectual property, ideas, concepts, know-how, tools, models, methodologies, data, insights, and techniques utilized or developed by Provider (i) prior to performing Services for Customer, (ii) during performance of Services for Customer that are not specifically tailored or unique to Customer’s needs or (iii) independently from the Services.

“**Points-Related Services**” also referred to as a “**Service**” or “**Services**” in these Additional Terms means the Points-Related Services identified in a Product Order and as may be described in a SOW. For the avoidance of double, Point-Related Services do not include work performed against Customer support hours or Customer service hours.

“**Scope of Work**” or “**SOW**” means a written scope of work agreed to by both Parties via email, pursuant to which scoping, Deliverables, and Points utilization or redemption amounts required for the Services will be identified and documented.

## **1. Description and Conditions of Service:**

1.1. **Services and Deliverables.** SOWs may be used to process Customer’s redemption and utilization of Points for specified Services and Deliverables. Each SOW incorporates the terms and conditions of the Agreement and these Additional Terms, and Services performed thereunder shall be governed by the Agreement and these Additional Terms. All Points and Points-Related Services are non-refundable and non-cancellable.

1.2. **Modifications.** Customer may request changes that affect the scope of the Services performed under an SOW, including changes to the Deliverables. If the Customer requests such a change, the Parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable SOW. Neither Party shall be bound by any change requested hereunder until such modification has been documented in a written amendment to the applicable SOW agreed by both Parties. Modifications may require Customer to purchase additional Points.

## **2. Intellectual Property:**

2.1. **Provider IP.** Customer acknowledges that Provider may use Provider IP to provide the Services and Customer may obtain access to certain Provider IP as a result of Provider’s performance of its obligations under these Additional Terms and any SOW. Provider IP is and shall remain the sole and exclusive property of Provider and Provider shall retain all right, title and interest in and to the Provider IP and all derivative works thereof developed by Provider while performing Provider’s obligations under these Additional Terms and any SOW. In the event Customer is deemed by law or otherwise to have any ownership rights in Provider IP, Customer hereby irrevocably and unconditionally assigns and agrees to assign all such rights to Provider and will execute and deliver such instruments, certificates, assignments, and/or other agreements as are reasonably necessary to vest in Provider all such ownership rights.

2.2. **Ownership of Deliverables, Custom Data.** Upon full payment by Customer for Points, any Deliverables or Custom Data provided pursuant to an SOW will become the sole property of Customer, except to the extent that any Provider IP is incorporated into a Deliverable, in which case Provider shall grant Customer a perpetual, irrevocable, non-exclusive, non-transferable license to use Provider IP solely for Customer’s internal business purposes. Customer grants Provider a perpetual, irrevocable, non-transferable, non-exclusive license to use, modify, create derivative works of, and replicate the Custom Data for Provider’s internal business purposes.

2.3. **Ownership of Proprietary Concept Tests.** Customer shall retain all ownership, interest in, and title to all Proprietary Concept Tests; provided, that Customer grants to Provider a non-exclusive right and license to: (i) store, use, and process any Proprietary Concept Tests data to provide the services specified in this Exhibit A; and (ii) de-identify and aggregate Proprietary Concept Test data with data from other sources and/or Provider IP to improve its Products and Services (“Combined Data”). Provider testing methodology and any public launches tested and made available by Provider within the Platform remain part of Provider IP.

2.4. **Restrictions.** Subject to the exceptions set forth below, Customer agrees not to reproduce or modify any portion of the Provider IP, and will not disclose, sell, sublicense or otherwise transfer or make available all or any portion of the Provider IP to any third party without the prior written consent of Provider. Customer shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of the Provider IP. Customer shall not create derivative works based upon all or part of the Provider IP. Customer

may only share Provider IP with Customer's employees and consultants that are under confidentiality obligations similar to those contained in the Agreement provided that the consultant is not a direct competitor of Provider.

**2.5. No Resale, Third Party Services.** Except as otherwise provided in the Agreement, Customer shall not resell, redistribute or make available Provider IP, Custom Data, the Services or the Deliverables to any third party and shall not use the Provider IP, Custom Data, or Deliverable to provide services to any third party.

### **3. Additional Warranties, Liability:**

**3.1. Limited Warranty.** Provider warrants that the Services will be provided in a professional manner pursuant to industry standards for the same or similar services. All other disclaimers of warranties which Provider makes with respect to the Platform in the Agreement apply to Services under these Additional Terms as well. PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE. CUSTOMER'S USE OF THE DELIVERABLES IS AT CUSTOMER'S OWN RISK.

**3.2. Exclusive Remedy.** In the event of a breach of the warranty set forth in Section 3.1, Provider's sole obligation is to re-perform that portion of the Services that did not comply with the warranty; provided, however, that Customer notifies Provider of any such breach within thirty (30) days of delivery of the Services or Deliverable at issue. If after using commercially reasonable efforts Provider is unable to furnish Services or Deliverables that comply with the above warranty, Customer will be entitled to a credit of the Points utilized for that portion of the Services or Deliverable that did not comply with the warranty. The foregoing represents Customer's sole and exclusive remedy for any breach of warranty under the Agreement and these Additional Terms.

**3.3. Provider Indemnification.** Provider shall have no indemnification obligation for any alleged infringement that arises from (x) the combination, operation, or use of the Deliverables or Provider IP with products, services, information, technologies, or processes not furnished or approved by Provider; (y) modifications to the Deliverables or Provider IP not made or authorized by Provider; or (z) use of the Deliverables or the Provider IP except in accordance with the express terms of the Agreement and these Additional Terms. Upon the occurrence of a claim for which indemnity is or may be due, or in the event that Provider believes that such a claim is likely, Provider may, at its sole option, (i) obtain a license to the applicable third-party intellectual property rights; or (ii) terminate these Additional Terms and the relevant Product Order(s) and SOW(s) on written notice to Customer and refund to Customer a portion of the fees paid by Customer for the infringing Deliverable. The foregoing states the entire liability of Provider and Customer's sole remedy for any actual or alleged infringement or misappropriation with respect to infringement of any patents, copyrights, trade secrets, or other proprietary rights by the Deliverables, Provider IP, or any part thereof.

### **4. Non-Solicitation:**

During the Term of and for a period of twelve (12) months following the termination or expiration of any SOW, neither Party shall directly or indirectly solicit or recruit or encourage any of the other Party's personnel to terminate their then-current employment; provided, however, each Party may solicit generally in the media for personnel, and personnel of a Party are not prohibited from pursuing, on their own initiative, employment or engagement opportunities with the other Party.

## **Exhibit B**

### **Datassential Additional Product Terms: Sales Intelligence (f/k/a Firefly/Dragonfly/Easy2Find)**

These Datassential Additional Product Terms: Sales Intelligence (“**Additional Terms**”) apply solely to Sales Intelligence Products ordered by Customer pursuant to a Product Order executed by Customer and Datassential, Inc. (“**Provider**”). These Additional Terms should be read in conjunction with the Platform Subscription Agreement (the “**Agreement**”). All capitalized terms not defined in these Additional Terms have the same meaning as described in the Agreement. In the event of a conflict between these Additional Terms and the Agreement, the Additional Terms shall govern as to the Customer’s use of the Sales Intelligence Products.

#### **1. Customer Data:**

“**Customer Data**” means any data that is provided to Provider by, or on behalf of, Customer in connection with the Sales Intelligence Products. For the avoidance of doubt, Customer Data includes data that Customer directs a third party to provide to Provider on Customer’s behalf. Customer shall retain all ownership, interest in, and title to all Customer Data. For the avoidance of doubt, Customer Data does not include any Provider Intellectual Property. Customer grants to Provider a non-exclusive right and license to: (i) store, use, and process any Customer Data to provide the services specified in this Exhibit B; and (ii) de-identify and aggregate Customer Data with data from other sources and/or Provider Intellectual Property to improve its Products and services (“**Combined Data**”). Customer represents and warrants that: (a) Customer has collected the Customer Data in compliance with all applicable laws, and any sharing of Customer Data with Provider for use in the Sales Intelligence Products will not violate any applicable law or the intellectual, proprietary, or privacy rights of a third party; (b) Customer has given the proper notices and obtained any consent, right, or license necessary to share Customer Data with Provider; and (c) Customer Data shall not include any information that could be used to identify or contact a natural person. As directed by Customer and pursuant to the Product Order, Provider shall process and upload Customer Data into the Sales Intelligence Products.

#### **2. Sales Intelligence Market Database Exports:**

Subject to Customer’s payment of the fees listed in the applicable Product Order and Customer’s compliance with its obligations under these Additional Terms and any other agreement with Provider and as further described in an applicable Product Order, Provider will: (a) provide cleaning or matching of Customer Data, on a mutually agreed upon basis, as necessary to provide the Sales Intelligence Products and as agreed by the Parties; and/or (b) export data related to the Sales Intelligence Products to Customer on a mutually agreed upon basis in a mutually agreed upon basis in a mutually agreed upon format or make such exports available within a self-service tool. To the extent that exported data includes any Provider Intellectual Property, Provider grants Customer a limited, non-exclusive license to use such Provider Intellectual Property solely for Customer’s internal business purposes. Customer’s use of such Provider Intellectual Property shall be subject to the restrictions listed in the Agreement.

#### **3. Sales Intelligence Market Insight Reports:**

Customer acknowledges and agrees that Provider and its licensors have and shall retain all right, title and interest, including worldwide intellectual property rights in and to all Reports generated by the Sales Intelligence Products, except for any Customer Data included in such Report, which Customer Data shall remain the property of Customer pursuant to Section 1. Notwithstanding the foregoing, Provider grants Customer a limited, non-exclusive license to use any Sales Intelligence Report (or portions thereof) solely for: (a) Customer’s internal business purposes; (b) to use portions, but not the entirety, of the information contained in a Sales Intelligence Report for inclusion in Customer’s original marketing materials; or (c) for

any other purpose that Provider consents to in writing. For the avoidance of doubt, Customer may not publish or make public the entirety of a Sales Intelligence Report. For the avoidance of doubt, disclosure and/or reselling of Provider Intellectual Property to third parties is expressly prohibited and the foregoing license does not apply to any Report not associated with or generated from the Sales Intelligence Products.

### **Exhibit C** **Datassential Additional Product Terms: Concept Ideation**

These Datassential Additional Product Terms: Concept Ideation (“**Additional Terms**”) apply solely to the use of the Concept Ideation Product ordered by Customer pursuant to a Product Order executed by Customer and Datassential, Inc. (“**Provider**”). These Additional Terms should be read in conjunction with the Platform specific terms of the Platform Subscription Agreement (the “**Agreement**”). All capitalized terms not defined in these Additional Terms have the same meaning as described in the Agreement. In the event of a conflict between these Additional Terms and the Agreement, the Additional Terms shall govern as to the Customer’s use of Concept Ideation.

“**Customer Data**” means any data including without limitation names and descriptions that Customer uploads or inputs into the Concept Ideation Product in connection with Customer’s use of the Concept Ideation Product (“**Input**”), together with all AI-generated images returned by the Concept Ideation Product based on Customer’s Input (“**Output**”). For the avoidance of doubt, Customer Data does not include any Provider Intellectual Property.

As between Provider and Customer, Customer shall retain all ownership, interest in, and title to all Customer Data, excluding any Provider Intellectual Property. Subject to Customer’s payment of fees due under the Agreement and applicable Product Order(s), Provider hereby assigns to Customer all of Provider’s right, title, and interest in the Output. Customer represents and warrants that its use of Concept Ideation and all Output shall remain subject to and compliant with the [OpenAI DALL-E Content Policy](#).

Customer acknowledges and agrees that Output (i) may not be unique and the Concept ideation Product may generate or return the same or substantially similar content, images, and materials for Provider, Provider’s other customers, and third parties, (ii) may not be accurate, correct, or suitable, and Customer is solely responsible for evaluating the accuracy and determining the suitability of the Output for Customer’s purpose, and (iii) is provided “as is” and without warranty of any kind from Provider. Customer hereby grants Provider a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, transferable, license to use, process, transmit, store, and disclose the Customer Data solely for the purpose of performing Provider’s obligations under the Agreement and applicable Product Order(s) and exercising its rights. Output is not stored by Provider after Customer ends or quits an instance of the Concept Ideation Product. Customer does not authorize third parties to use Customer Data to train any artificial intelligence models.