

## **Datassential Additional Product Terms: Dragonfly and Firefly**

These Datassential Additional Product Terms: Dragonfly and Firefly (“**Additional Terms**”) apply solely to Dragonfly and Firefly products ordered by Customer pursuant to a Purchase Order executed by Customer and Datassential, Inc. (“**Provider**”). These Additional Terms should be read in conjunction with the Platform Subscription Agreement located at <https://datassential.com/terms/> (“**PSA**”). All capitalized terms not defined in these Additional Terms have the same meaning as described in the PSA. In the event of a conflict between these Additional Terms and the PSA, the Additional Terms shall govern as to the Customer’s use of the Dragonfly or Firefly products. For the avoidance of doubt, these Additional Terms do not apply to any professional services provided by Provider pursuant to a Statement of Work executed by the Parties.

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

“**Customer Data**” means any data that is provided to Provider by, or on behalf of, Customer in connection with the Dragonfly or Firefly 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 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 Dragonfly and Firefly 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 Dragonfly or Firefly products.

### **2. Dragonfly and Firefly 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 Dragonfly and Firefly 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 Dragonfly or Firefly Report (or portions thereof) and to disclose such Reports (or portions thereof) to third parties, in both cases solely for Customer’s business purposes. For the avoidance of doubt, the foregoing license does not apply to any Report not associated with or generated from the Dragonfly or Firefly products.

### **3. Support of the Dragonfly and Firefly Products:**

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 Dragonfly and Firefly products and as agreed by the Parties; and (b) export data related to the Dragonfly and Firefly products to Customer on a mutually agreed upon basis in a mutually agreed upon format. 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 business purposes. Customer’s use of such Provider Intellectual Property shall be subject to the restrictions listed in Sections 3.4 and 3.5 of the PSA.