

FORBURY ADDENDUM

The terms in this Forbury Addendum (this “**Addendum**”) are applicable to Company’s Product known as ARGUS Intelligence, Forbury or Forbury Datum (collectively “Forbury”).

This Addendum is incorporated by reference into the Order Form and Master Customer Agreement (“Agreement”) in which it is referenced and capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement identified in such Order Form. The Start Date of the Order Form is the provisioning date, or date Customer receives access to Forbury.

For the purposes of this Addendum, Forbury is software-as-a-service which is Hosted Services under the Agreement.

The Order Form may indicate the edition of Forbury to which Customer subscribes and, accordingly, Customer understands that the features and permitted uses of Forbury may vary depending upon the applicable edition. Customer will comply with, and not attempt to circumvent or otherwise use Forbury in excess of any such limitations.

1. Support. Company shall use commercially reasonable efforts to provide technical support for Forbury in accordance with the Forbury Standard Support Policy, as may be updated from time to time.
2. Proprietary Notices. Except where expressly permitted by Company, Customer will not remove or obscure any proprietary notices in Forbury or any materials output by Forbury and shall reproduce such notices without modification on all permitted copies of Forbury and such materials.
3. Updates. Company reserves the right to update the platform and how Customer may access Forbury without liability to Customer.
4. License Restrictions.
 - a. Access Credentials. When Company creates Customer’s account, Customer will provide to Company the name and Company email address of each Authorized User, who then shall themselves configure their Microsoft Single Sign On (SSO) to activate and access their account.
 - b. Databases. Customer may use Forbury to enter data and generate the associated database. Customer may not furnish to a third party, or permit a third party to use, the information in the database for any unlawful or unauthorized purpose, or in any other manner not permitted under the Agreement. Customer agrees that it shall not otherwise computerize, record, reproduce or re-market any portion of the database or information generated by Forbury, or permit others to do so, other than as necessary for maintenance of the database. Other than for (i) the entry of data and generation of the database using Forbury, and (ii) the uses of the database expressly permitted pursuant to this Addendum, the duplication, transmission by any method, or storage in an information retrieval system, of any part of the database for other purposes is strictly prohibited. Customer acknowledges and agrees that any breach of the database use restrictions contained herein shall cause Company irreparable harm not fully compensable by damages.
 - c. Hosted. If Customer has purchased a “hosted” or “SaaS” subscription, then Customer may access and use a hosted version of Forbury made available and managed by Company, where the number of Users does not exceed the number of paid User subscriptions purchased.

5. Access. If Customer does not pay invoice within 30 days of the Start Date of the Order Form, access will be removed. Any additional Authorized Users provisioned by Customer from within the Product will be invoiced and charged at Customer's then-current per-Authorized User rate.
6. Trial License. Customer may request additional users to be allocated trial licenses within the Trial Period, which Company, in its sole discretion, may provision. Customer, including its Affiliates, employees, agents, and representatives, may not receive access for more than one Trial Period, unless agreed to in writing by the Parties. Access beyond the Trial Period must be agreed to in writing by the Parties, at Company's sole discretion. During the Trial Period, either Party may terminate the Agreement immediately with written notice to the other party.