# SHRUG Terms of Use - Commercial Use Supplement

This Commercial Use Supplement (the *"Supplement"*) modifies and supplements any and all other licensing requirements associated with the Socioeconomic High-resolution Rural-Urban Geographic Platform for India (SHRUG) by the Development Data Lab (DDL), and is made effective on the date when the license agreement is signed (*"Effective Date"*), by and between Development Data Lab Inc, organized under the laws of the United States with a principal place of business in Washington DC, and the person or entity signing the order form (*"Customer"*).

Customer desires to make Commercial Use of the SHRUG, and DDL is willing to permit such Commercial Use pursuant to and in accordance with this license.

## 1.0 Commercial Use Access

**1.1** *Availability.* Subject to Customer's compliance with these Terms, including payment obligations, DDL will upon or shortly after the Effective Date make available Commercial Use access to the SHRUG and, if applicable, Covered Content, pursuant to and in accordance with this Agreement during the term, if any, of Customer's access or subscription, as set forth in the Order Form. Customer's signature of or agreement to be bound by the Order Form, or Customer's receipt or use of Content made available under this Supplement, constitutes Customer's agreement and assent to all terms and conditions of the Agreement. Customer acknowledges that Customer's use of the SHRUG is not reliant or dependent on the availability of any future functionality or features or on any oral or written public or private comments or representations made by DDL.

**1.2** *Commercial Use.* Customer's access rights and permitted activity under Commercial Use may consist of or be limited to: (a) Customer Product- and/or Covered Content-based subscription or access, including for Customer Product improvement or training, (b) use in the provision of services for or on behalf of one or more Customer Clients; and/or (c) private repository subscription. Other types of subscriptions or access may apply, as detailed in the Order Form.

(1) Customer's access to and use of certain data and/or imagery within Content may be restricted, as set forth in the Order Form. Customer shall comply with all restrictions of each Order Form.

**1.3** *Restrictions.* Customer shall not directly or indirectly disclose, display or make available to any Customer Client, third party, or to the public any Content, in whole or in part, that DDL makes available to Customer under this Supplement (including Covered Content); such Content is for Customer's internal on-premise use only.

**1.4** *Consent to Emails.* Customer consents to receive email messages from DDL, which may be transactional, for account management purposes, or for communications relating to or provided as part of the SHRUG, including notifications related to subscriptions or access, Ancillary Services, administrative notices and service announcements or changes.

**1.5** *Covered Content and Services Deliverables.* Customer acknowledges that Covered Content and Services Deliverables constitute DDL confidential and proprietary information. Customer shall protect the confidentiality of and not disclose Covered Content or Services Deliverables to any third party, other than Customer's employees and contractors performing services exclusively for Customer in the development of Customer Products. Customer shall protect the confidentiality of the Covered Content and Services Deliverables with the same degree of care, but no less than reasonable care, as Customer uses to protect its own confidential information of like nature.

**1.6** *Agreement Modifications.* DDL may propose changes to the Agreement from time to time. If Customer objects to the changes, Customer shall notify DDL within thirty days after receiving notice of the changes. Failure to so reject will be deemed acceptance. If Customer notifies DDL of rejection as specified in this section, the proposed changes to the Agreement will not come into effect until such time as Customer's current subscription to the SHRUG is renewed after its expiration, or until such time as DDL grants Customer renewed Commercial Use access.

# 2.0 Payment

**2.1***Subscriptions; Pro-Ration.* Customer shall pay to DDL the fees listed, on the dates specified, in the Order Form. Unless otherwise specified in the Order From, subscription fees may be based on annual periods.

**2.2** *Orders.* All payments are non-refundable (except as may otherwise be specified in this Agreement). Payments shall be made via the method designated by DDL. If Customer is delinquent in the payment of any invoice for a period of more than ten business days, DDL may at its option accelerate unpaid fee obligations so that all payments are immediately due and payable under the subscription, and suspend access to the SHRUG and the Ancillary Services until such accelerated payments and all overdue payments (including interest) are made in full. Nothing herein will be deemed to preclude DDL from filing a fees and expenses collection action at any time in any court of competent jurisdiction (and DDL's right to do so is not arbitrable). Payments to DDL shall be made without deduction, counterclaim or set-off of any kind. Any payments that are not timely paid as provided hereunder shall, at DDL's option, bear interest at the rate of the lower of (a) ten percent per annum; or (b) the highest rate permitted by applicable law.

**2.3** *Audit Rights.* DDL may at any time during a subscription period and for three years after date of termination of the last subscription Customer purchased, audit Customer's business and operations to confirm compliance with the obligations of the Agreement, upon five business days prior written notice, using an auditing firm of DDL's choice (the "Auditor"). The Auditor will perform the audit in such a manner so as to minimize disruption to Customer's business operations. Except as set forth in this section, DDL will bear all costs and expenses associated with the audit. If any underpayment has

occurred, such errors shall be corrected by appropriate adjustment in payment for the period during which the error is discovered, and Customer shall pay the deficiency within thirty days of DDL's invoice. If the Auditor determines that an underpayment of more than three percent of the proper amount owed has occurred, Customer shall in addition reimburse the expenses associated with any audit performed per this section. The provisions of this section are in addition to any other remedies available under the Agreement or applicable law.

**2.4** *Taxes.* Customer shall bear and be responsible for the payment of all taxes, including all sales, use, value-added, rental receipt, personal property and other taxes and their equivalents which may be levied or assessed in connection with the Agreement or provision of the SHRUG and Ancillary Services (excluding only taxes based on DDL's net income). If DDL is required to pay or collect any such taxes or other charges for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer. To the extent Customer is required by local law to withhold or deduct taxes based upon DDL's income from any payment(s) owed hereunder, such payment(s) shall be increased (grossed up) by Customer in such amounts as would have been received by DDL as if no such withholding or deduction were required.

# 3.0 Term & Termination

**3.1** *Term.* If Commercial Use access is provided over a period of time, such subscription commences upon the date set forth in the Order Form and will continue in effect for the term specified in the Order Form. Except as otherwise set forth in the applicable Order Form, all subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year, whichever is shorter, unless either party gives the other written notice of non-renewal at least thirty days before the end of the current subscription term. The pricing during any such renewal term will be the greater of Customer's then current price or the SHRUG price in effect as of the effective date of renewal.

**3.2** *Termination.* Customer's Commercial Use will be terminable as follows: (a) if Customer breaches a remediable material term or condition of this Agreement and fails to cure such breach within ten days following written notice of breach from DDL; (b) if Customer commits a material non-remediable breach of this Agreement, or a successive material breach that was the subject of a prior notice under this section 5.2(a); and (c) upon breach by Customer of this Supplement. DDL may terminate subscriptions or access immediately upon written notice if Customer's manner of using the SHRUG or Content exceeds normal and reasonable usage, and such excessive or detrimental use has not been corrected within one business day of DDL's written notice to Customer. DDL may additionally terminate a Commercial Use subscription or access upon written notice to Customer if either party: (d) becomes the subject of a legal proceeding under a law relating to insolvency or bankruptcy; (e) has property that becomes under the control of a custodian or equivalent under applicable law, or is assigned for the benefit of creditors; (f) generally fails to pay debts as they become due or acknowledges in writing an inability to do so; or (g) has ceased carrying on business in the ordinary course.

**3.3** *Effect.* Upon termination for cause, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. Termination will not relieve Customer of the obligation to pay fees payable to DDL. Rightful and lawful termination, or expiration under the terms hereof, will not give rise to the right for the non-terminating party, or to either party in the case of expiration, to recover damages or to indemnification of any nature. The rights of either party under this section 5 are in addition to any other rights and remedies permitted by law or under the Agreement. Breach of the Agreement may result in pursuit of all available remedies for intellectual property rights (including copyright infringement), the availability of which Customer hereby acknowledges.

**3.4** *Cessation.* Access to and rights of use (including Commercial Use) associated with the SHRUG and Content will terminate upon termination of Commercial Use or any subscription for any reason, and Customer shall thereupon cease all use of the SHRUG and Content.

(end of Supplement)