AI Supplement

This AI Supplement ("AI Supplement") forms part of the Agreement between Customer and Sensor Tower. Capitalized terms used but not defined herein have the meanings given in the Agreement or in this AI Supplement.

1. Definitions. In addition to the definitions set forth in the Agreement, the following terms shall have the meanings set forth below:

"AI Tool" means any AI Model, AI-powered tool, software, service, platform, or system that utilizes artificial intelligence or machine learning, whether proprietary, third-party, open-source, cloud-hosted, or on-premise.

"Permitted AI Tool" means an AI Tool that: (i) is subject to a written agreement prohibiting the AI Tool provider from using, retaining, distilling, or training on Customer's input data, prompts, or outputs; (ii) provides administrative controls for data retention, deletion, and access management; and (iii) is not a consumer, free-tier, or publicly shared offering.

"Output" means any result, content, analysis, or response generated by any AI Tool or AI Feature from or using Service Data.

2. Use of AI with Service(s) or Service Data. Customer shall only use Permitted AI Tool(s) in connection with Service(s) and Service Data. Any use of a non-qualifying AI Tool constitutes a material breach of this Supplement.

A. Inference. Customer may only use a Permitted AI Tool to perform Inference on Service Data. "Inference" means applying a pre-trained AI Model to Service Data solely to generate an Output without modifying the underlying AI Model.

B. Distillation. Customer shall not engage in Distillation of any Service Data, Outputs, or derivatives thereof. "Distillation" means the use of Outputs, Service Data, or derivatives thereof to transfer knowledge, patterns, or capabilities into a separate AI Model, by any method.

C. Training. Customer shall not use Service Data, Outputs, or any derivatives thereof for Training of any AI Model under any circumstances, regardless of architecture, methodology, intended use, or audience. "Training" means any use of Service Data, Outputs, or derivatives thereof to train, fine-tune, or otherwise modify the weights, parameters, or architecture of any AI Model, regardless of technique.

D. Retrieval-Augmented Generation. Customer may embed Service Data in a vector database or similar retrieval system solely to perform Inference via retrieval-augmented generation, subject to the Data Environment Restrictions in Section 2(E).

E. Data Environment Restrictions. Customer is solely responsible for its data inputs into any AI Tool.

F. Outputs. Customer may use Outputs produced using Service Data during the Term solely for Customer's internal business purposes and as otherwise explicitly provided in this section. Customer may continue to use Outputs after the Term but shall not use Service Data to create new Outputs after the Term. Customer shall not misrepresent Outputs as independently developed or proprietary data, nor use Service Data or Outputs to compete with Sensor Tower. Customer may share Outputs externally only in reports or analyses ("Reports") that:

(i) contain no raw Service Data;
(ii) use Outputs only as supplemental to the Report's overall content;
(iii) attribute Sensor Tower where referencing Outputs;
(iv) are not sold or licensed, and could not reasonably substitute for a Sensor Tower subscription; and
(v) are not intentionally provided to a known Sensor Tower competitor.

G. Effect of Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Customer shall permanently delete all Outputs and embeddings from all AI Tool environments and certify such deletion in writing within a reasonable period following termination or expiration of the Agreement.

H. Customer AI Tool Responsibility. Customer is solely responsible for ensuring that its Permitted AI Tool's data handling and security practices are commercially reasonable and meet the requirements of this Supplement and the Agreement. Where Customer uses a third-party Permitted AI Tool, Customer shall, upon Sensor Tower's request, disclose the provider's identity and applicable data-handling terms. Any loss arising from Customer's use of a non-qualifying AI Tool is Customer's sole responsibility, and Sensor Tower shall have no liability therefor.

3. Sensor Tower AI Features. Sensor Tower's Service(s) may include artificial intelligence features ("AI Features") which process queries that Customer provides ("Inputs") to generate Outputs, which, once generated, are considered Service Data under the Agreement. By using the AI Features, Customer grants Sensor Tower and its third-party providers a non-exclusive, royalty free, limited license to use Inputs solely for the purposes of: (i) operating, monitoring, maintaining, supporting, improving, and securing the Service(s) and (ii) generating anonymized benchmarks for Service(s). Customer remains solely responsible for Inputs and for reviewing and verifying all Outputs before relying on them for any purpose.

A. Opting Out. Customer may request in writing to disable AI Features. Re-enablement requires written authorization and is subject to Sensor Tower’s then-current AI terms. If Customer independently re-enables AI Features after opting out, Customer bears all responsibility and risk for such use, and Sensor Tower has no liability arising therefrom.

B. Changes to AI Features. Sensor Tower may modify, restrict, suspend, or discontinue the AI Features at any time, in whole or in part, in its sole discretion. Sensor Tower may also throttle, limit, or decline AI Feature usage in its sole discretion. Sensor Tower may introduce pricing for, or change the pricing of, the AI Features at any time upon reasonable prior notice to Customer. Any pricing change shall not apply to fees already invoiced under a current Order Form term unless that Order Form expressly provides otherwise.

4. Third-party AI Tools. The Services may depend on third-party AI Tools whose platforms, terms, and availability are outside Sensor Tower's control. Sensor Tower makes no service level, uptime, or accuracy commitment for components dependent on third-party AI Tools and may suspend affected Services upon notice. No act or omission by any third-party AI Tool provider shall constitute a breach by Sensor Tower or give rise to any liability owed to Customer by Sensor Tower. Sensor Tower is not responsible for the use by Customer of any AI Tool in conjunction with the Service(s), and Customer shall indemnify Sensor Tower for third party claims arising from Customer’s use of any such AI Tools. Notwithstanding anything to the contrary contained in the Agreement, any limitations of liability set forth in the Agreement shall not apply to the indemnity obligations set forth in this Section 4.

5. General. Customer acknowledges that the Agreement, which includes this AI Supplement, applies in full force to the Service(s) including without limitation the AI Features and Outputs. Additionally, Sections 2-5 of this AI Supplement survive termination or expiration of the Agreement and CUSTOMER ACKNOWLEDGES THAT AI TOOLS AND AI FEATURES MAY PRODUCE OUTPUTS THAT CONTAIN ERRORS OR HALLUCINATIONS, OR THAT ARE INACCURATE, INCOMPLETE, OR DERIVED FROM SOURCES OUTSIDE OF SERVICE DATA. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY, PROVENANCE, AND FITNESS FOR PURPOSE OF ANY AI TOOLS, AI FEATURES, AND OUTPUTS BEFORE ANY RELIANCE OR USE OF SUCH. Sensor Tower retains all rights in the Service Data and Outputs.