



SPECIFIC TERMS -- KEY DATA

1. **Definitions.** Any capitalized terms that are not otherwise defined herein shall have their respective meanings set forth in the Master Services Agreement or the Master Subscription Agreement entered into between TNS (or its affiliate) and Customer (as amended from time to time, the “**Agreement**”), if any. For purposes of these Specific Terms, “**Key Data**” means Key Data Dashboard, Inc., a Delaware corporation, its successors and assigns.

2. **KD Dashboard.** Key Data’s standard Pro Reporting Dashboard (the “**KD Dashboard**”) will be made available to Customer at no additional charge as part of its subscription to the TRACK PM Software, subject to the Agreement and these Specific Terms. In the event of any conflict between the Agreement and these Specific Terms, these Specific Terms shall control with respect to the KD Dashboard.

3. **Access to KD Dashboard.** If Customer already obtained access to and use of the KD Dashboard pursuant to a separate agreement directly with Key Data, then that separate agreement shall continue to govern Customer’s access to and use of the KD Dashboard as long as it remains in effect. Otherwise, to access and use the KD Dashboard, Customer must abide by Key Data’s Data License Terms and Conditions available at <https://pm.keydatadashboard.com/terms>. Please read those terms and conditions carefully. By activating, accessing or using the KD Dashboard, Customer also agrees to be bound by those terms and conditions. If Customer does not agree to those terms and conditions, Customer should not activate or continue to access or use the KD Dashboard and must notify TNS immediately. To access and use any add-ons (other than the standard dashboard), Customer must agree to a separate agreement with Key Data.

4. **Customer Acknowledgments.** Customer acknowledges and agrees that (i) the KD Dashboard is a Third Party Product, and (ii) TNS and its affiliates may access Customer’s KD Dashboard and any add-ons from time to time for support purposes.

5. **Termination.** Notwithstanding anything to the contrary, Customer’s access to and use of the KD Dashboard shall immediately terminate in the event the Agreement or the applicable Order Form expires or terminates for any reason. TNS shall have no liability due to any termination described in this Section 5.

6. **Miscellaneous.** Except as expressly set forth above, the parties agree that these Specific Terms shall not release, waive, impair or limit any of the parties’ rights, remedies, obligations or liabilities under the Agreement, and the parties hereby reaffirm each of their covenants and obligations under the Agreement. TNS may update or replace these Specific Terms from time to time. The most current version of these Specific Terms is incorporated into the Agreement by reference and deemed a part thereof.

Last Updated: August 17, 2023

**For the most current version of these Specific Terms, please see www.tnsinc.com/legal or submit a request to TNS to obtain a copy in another reasonable form.*