

Last Updated: October 13, 2026

What are these terms? These additional product terms (“Additional Terms”) apply to the products and/or services listed herein. *Section A* contains terms applicable to the listed CB Insights products and/or services. In the event of any conflict between these Additional Terms and the terms of an ordering document or agreement between Customer and CB Insights, these Additional Terms will prevail.

When do these terms apply? It is the Customer’s sole decision to use any of these products and/or services. If Customer uses a particular product and/or service, the terms for such product and/or service apply and are incorporated by reference into Customer’s ordering document; if Customer does not use a particular product and/or service, the terms for such product and/or service do not apply. These Additional Terms may be updated from time to time.

Who is entering into these terms? As used in these Additional Terms, “Customer” means the entity entering into an ordering document or agreement with CB Insights for the purchase of Licensed Materials and/or our services.

Section A: CB Insights Products and Services

1. AI Functionality - Customer agrees to use the product features powered by large language models (“LLMs”) in compliance with existing master agreement in place between the parties. CB Insights AI functionality leverages OpenAI, Google Gemini, and Anthropic LLMs which have AI policies that you may be required to comply with (e.g. [Anthropic’s Acceptable Usage Policy](#) and [Google Gemini’s AI Use Policy](#).)

When used in compliance with the license restrictions and acceptable use terms of the existing agreement between the parties, Customer may use the Licensed Materials with Customer’s AI tool(s) or other third party LLMs (such as OpenAI, Anthropic, or Gemini) for internal business purposes if Customer uses AI tool(s) and/or third party LLMs within a secure enterprise-controlled environment.

2. Buyer or Investor Transcripts - Customer agrees to use and apply information from Transcripts for Customer’s own internal business activities and Customer will not identify, quote, or attribute insights or opinions to a Transcript participant or to CB Insights (except for Earnings Transcripts) and will not redistribute, publish, or display, in whole or in part, any written materials provided in connection with any Transcript, to any third parties without prior written consent of CB Insights.
3. ChatCBI - Prior to December 1, 2024 use of this feature is subject to a monthly usage limit of 150 messages/Authorized User. Effective December 1, 2024, feature use is subject to a monthly usage limit of 150 messages/Authorized User, calculated and enforced annually (e.g., 150 x the # Authorized Users x 12). Additional Tiers for additional messages per Authorized User are available as described in the applicable Order Form. These limits are subject to change from time to time. CBI reserves the right to suspend Customer’s access to this feature if Customer’s usage exceeds the allotted annual limit by 20% or more and until such time as Customer upgrades to a higher usage tier. For example, if a Customer has 10 Users, they have a 150 message/User/month limit with an annual cap of $(150 \times 10) \times 12 = 18,000$ annual messages.
4. Customer Sentiment (made accessible via Yardstick data) - Provides Customers with access to transcripts of conversations between software buyers and analysts, including product evaluations and customer satisfaction.
 - a. **Definitions.**

Transcript: Transcripts of Analyst-led conversations with Buyers. Conversations are generally interview-style wherein Analysts question Buyers about the purchase process or usage of a particular software product.

Analyst: The individual leading the conversation with a Buyer. Analysts ask Buyers structured and specific questions regarding the Buyer's purchase process and/or use of a particular software product.

Buyer. The individual being interviewed by the Analyst. The Buyer may be a software buyer, end-user, or otherwise have specific insight into the purchasing process or usage of a software product or service.

Transcript Research. Includes Software Buyer's Guides and Vendor Scorecards. Software Buyer's Guides provide questions which Buyers ask when evaluating categories of software. Vendor Scorecards compare companies within a particular technology market.

- b. **Content and Disclaimer.** Transcripts reflect discussions conducted between Analysts and Buyers. CB Insights does not verify the accuracy of any information or data provided by Analysts and Buyers in any Transcript. Any statements, views or opinions contained in any Transcript do not represent the statements, views, or opinions of CB Insights. CB Insights expressly disclaims any responsibility or liability for the content of any Transcript or for any consequences that may arise from the use of or reliance on the information or data contained in any Yardstiq Transcript to the fullest extent permitted by law.
 - c. **Configured Transcripts.** In some cases, Customers may request that CB Insights configure a Transcript that is not currently available on the Yardstiq platform and if agreed by CB Insights, the contents of the Transcript shall be incorporated into the Yardstiq database and accessible by all Yardstiq customers. CB Insights reserves the right to refuse Custom Transcript requests at its sole discretion.
 - d. **Limitations on Use.** Customer may use and apply information from Transcripts for the purpose of internal business activities, but under no circumstances shall Customer be permitted to identify or quote Buyers or attribute insights or opinions to Buyers or CB Insights. Any written materials provided in connection with a Transcript may not be redistributed, disseminated, published, or displayed, in whole or in part, with any third party without prior written permission of CB Insights.
5. Document/File Upload - By using this feature, You agree that (i) CB Insights will use the uploaded document and related metadata to provide only you with the Services and optimize your use of the Services (e.g., more tailored answers and recommendations); (ii) CB Insights will **not** share the document or related metadata with any third parties and the document will not be used to train or improve any third party LLMs or AI models that power this feature; (iii) You will remove any Personally Identifiable Information before uploading Customer Data; and (iv) You will not share any sensitive or confidential information that would violate any laws, IP or third-party rights, or other contractual agreements you may have in place
6. Page Insights Functionality - CB Insights may use other third-party large language models, to provide the Page Insights and related services to You. You, on behalf of your organization, agree to use the Page Insights functionality and related services only as permitted by law. You may not access or reuse the information and materials generated or derived from the Page Insights functionality, or any portion thereof, for any commercial purpose.

You agree to not:

- a. Use the Page Insights functionality if You are prohibited from sharing with CB Insights the applicable information, materials, text or content (collectively, "Content") that may be subject to copyright protection and/or if such distribution and sharing by You, and/or

- access by CB Insights, would violate any applicable terms and conditions applicable to You and the copyrighted Content; or
- b. Use the Page Insights functionality if you are prohibited from using Content for any retrieval-augmented generation purposes, including through the use of large language models, AI algorithms, or other Generative AI technologies.

You represent and warrant you have all necessary rights, licenses, and permissions to use the Content with our Page Insights functionality and You will not use the analysis contained herein to train or teach any large language model or other artificial intelligence algorithm. You agree that You are solely responsible for any and all liability, and will indemnify, defend, and hold CB Insights harmless from and against all costs, damages, fines, and losses arising out of or related to any claims of infringement of copyrights, rights of publicity, or other proprietary rights resulting from Your use of the Page Insights functionality.

1. CB Insights Data Solution Offerings - The following terms apply to any of CB Insights' data solution offerings where Customer is accessing and/or using the Licensed Materials other than through the CB Insights SaaS platform. Customer's access to the Licensed Materials via orchestration protocols or agent-based integrations (including MCP-type connections) is deemed access to the CBI data solutions and does not expand Customer's licensed rights.
 - a. **Definitions.** As used herein, the following definitions will apply:
 - "AI Agent" means any automated software process, AI-powered application, script, or autonomous system that accesses a CB Insights data solution offering, including the MCP Server, and/or the Licensed Materials programmatically, irrespective of whether a human initiates each individual request to the AI Agent.
 - "AI Tools" means Customer's internal or third-party AI tools, large language models, and/or algorithms.
 - "High Risk AI Activity" means any use of the Licensed Materials, directly or through an AI Agent, to inform, support, or automate consequential decisions that may be categorized as a "high risk" activity under applicable state, local, federal, and/or international AI laws.
 - "Licensed Materials" means all content and data and reports, including without limitation, metrics, calculations, text, research reports, ratings, rankings, opinions, photographs, video, audio, graphics, tools, analytics, functionality, output, products and information displayed and/or otherwise provided by CB Insights.
 - "MCP Server" means the CB Insights Model Context Protocol server interface enabling AI applications and automated systems to access CB Insights Licensed Materials and product functionality.
 - "Permitted Purposes" means Customer's use of the Licensed Materials for internal purposes, which includes incorporating into externally facing reports and analyses with attribution to CB Insights and sharing with third-party "AI Tools" for processing within a secure enterprise-controlled environment and such AI Tools are compliant with industry standard data privacy and security protocols, including SOC 2 TYPE 2, GDPR, and EU AI Act.
 - "User" means any person or AI Agent authorized by Customer to act on Customer's behalf and authorized to access the CB Insights data solution offerings, including the MCP Server, under Customer's credentials.

- b. **MCP Fair Usage Cap.** Access to the MCP Server is subject to fair usage limits described in the below tables, according to licensed access type. Customer understands and agrees that all tool call usage allocated for a given period will expire at the end of each twelve (12) month anniversary of the Start Date or other commencement date set forth in the applicable Order Form, and unused tool call usage will expire and not roll over to any subsequent period or renewal term. It is also non-cancellable and non-refundable. For subscription terms that do not align to a twelve (12) month increment, any remaining unused tool calls will expire at the end of the then-current subscription term.

MCP Overages. If Customer exceeds the tool call limits described below, CB Insights may charge overages at the rate of \$0.05 per tool call on a quarterly basis in arrears.

Access types available for licensing include:

- “Elite +” package: Customer purchases a per-user license to the CB Insights’ SaaS platform and the MCP Server for the purchased users.
- “MCP Server Connector” package as a separate standalone Service: Customer purchases the MCP Server connector as a standalone Service intended for team usage

Usage limits for MCP in the Elite + Package - Teams with 25 Users or less

Tool Call Limit - Access up to	Timeframe
10,000 X number of contracted Users	Annual/Team
<i>and the following additional tool call limits</i>	
200	Per Day/User

Usage limits for MCP in the Elite + Package for Teams with 26 or more Users

Tool Call Limit - Access up to	Timeframe
250,000	Annual/Team
<i>and the following additional tool call limits</i>	
200	Per Day/User

Usage limits for MCP Connector as a standalone Service

MCP Package	Annual Tool Call usage - Access up to
Starter	250,000
Growth	600,000
Scale	1,800,000

Enterprise	5,200,000
Enterprise +	To be Discussed with CB Insights

- c. **Permitted and Prohibited Uses.** Customer will only use the Licensed Materials for the Permitted Purposes and will not, without obtaining prior written consent from CB Insights, (i) resell or distribute the Licensed Materials to any third parties; (ii) include raw data obtained from CB Insights in any of Customer's databases or systems that are accessible by Customer's clients; (iii) use the Licensed Materials to develop any standalone software program, model, algorithm, or other generative AI tool intended for commercial distribution or resale, provided that Customer may build internal AI Agents, agentic workflows, and chatbots that access the Licensed Materials solely for the Permitted Purposes; (iv) use the Licensed Materials to train, fine-tune, or teach any large language model or other artificial intelligence algorithm or to generate substitute content; or (v) include or use raw data from CB Insights or the Licensed Materials as a component of, or as a basis for, any white-labelled offering or any material offered for sale, license, or commercial distribution, including any market index or database that Customer publishes or distributes to third parties. Customer shall cite via a conspicuous attribution to CB Insights using the phrase, "SOURCE: CB INSIGHTS" all documents, information, and collateral that incorporate all or part of the Licensed Materials, including all publications, displays, and use of the Licensed Materials internally and/or externally.
- d. **Data Storage; Retention; Termination.** Customer acknowledges that once the Licensed Materials are transmitted to Customer's systems or AI Tools, CB Insights does not control how those systems store, retain, process, or further use the data and Customer bears sole responsibility for ensuring that downstream storage and use comply with these terms. Customer shall ensure that CB Insights is clearly identified as the source of the Licensed Materials in all contexts where the Licensed Materials or outputs derived therefrom are: (a) publicly displayed or shared externally; (b) incorporated into any client-facing report, analysis, or deliverable; or (c) stored or cached in any system, platform, or tool, including any AI Tool. Customer shall not store, process, or transmit Licensed Materials in any manner that obscures, removes, or fails to preserve CB Insights as the originating data source. Upon termination of Customer's subscription or any applicable Order Form, Customer shall (and shall ensure that all Users shall) immediately stop accessing and using the Licensed Materials and promptly delete and destroy all copies in Customer's possession or control. Customer may retain archival or backup copies of the Licensed Materials solely for archival, audit, legal and/or regulatory purposes, provided such retained Licensed Materials are not accessible in Customer's ordinary course of business and Customer complies with the applicable confidentiality obligations.
- e. **Monitoring, Suspension, Audits.** CB Insights monitors usage of the data solution offerings to ensure service availability, billing accuracy, and compliance with these terms. CB Insights reserves the right to suspend or restrict access where CB Insights detects or reasonably suspects: (a) prompt injection attacks or other attempts to manipulate an AI Agent into making unauthorized or unintended data requests; (b) usage that exceeds applicable rate limits in a

manner that degrades service availability; or (c) any other usage pattern that CB Insights reasonably determines to be abusive. CB Insights reserves the right to audit Customer's compliance with these terms on reasonable prior written notice and Customer shall reasonably cooperate and provide access to relevant records.

- f. **High Risk Usage.** Customer assumes sole responsibility for any decisions made by Customer's AI Agents with or without human review. The Licensed Materials are provided for informational purposes only and CB Insights expressly disclaims all liability arising from their use in any automated-decision-making processes or High Risk AI Activity. Customer will ensure qualified human review prior to using the Licensed Materials with any High Risk AI Activity and will comply with all applicable laws governing AI-assisted decision-making.

- g. **Delivery Mechanisms**

Delivery Method for MCP. Access to the MCP Server is provided via mcp.cbinsights.com. Authentication is through OAuth 2.0, using authorization code flow for seat-specific access or client credentials flow using a client_id and client_secret for seat-agnostic access, in accordance with licensed access type. Customer is responsible for supplying and configuring access from their MCP client software.

Delivery Method for API. Software: access provided via www.cbinsights.com; API: Authentication is through JWT (JSON Web Tokens) via JSON web signature and JSON web encryption.

Delivery Method for Data Feed v1 and v2

Initial Setup. To initiate the setup process, please contact your Client Success Manager ("CSM") via their email or via info@cbinsights.com. Once provisioned, CB Insights will walk Customer through the steps on how to initially create your data feed ("Feed") and how to access the CB Insights secure file transfer service. Customer will be provided with the credentials and configuration details required to access the Feed files using the delivery method established for your account.

- h. **Retrieval.** Feed files will be made available to Customer via a secure file transfer method as determined and configured by CBI. Please contact your internal IT team to set up an automated retrieval process to fetch your CSV Feed files on a regular basis. The files will be generated and delivered to your designated location between 04:00 and 10:00 UTC according to the delivery frequency as agreed upon by the parties, which may be daily, weekly, or monthly. Your designated location will contain one folder per feed (for each feed created by a member of Customer's team). Each folder will contain the current and previous Feed files. ***These will be available for up to six months and then permanently deleted.*** For detailed instructions on accessing and retrieving Feed files using your configured delivery method, please refer to the CB Insights Data Feed Setup Guide provided at onboarding.
- i. **File Delivery.** Data Feeds shall operate under one of two delivery models as specified in the applicable Order Form. Customer shall be charged for each company record included in the Data Feeds according to the pricing rates set

forth in the Order Form between Customer and CB Insights. Each company record includes the data and datasets specified in the pricing table in the Order Form and each company record will incur a charge the first time such record is accessed or delivered during each twelve (12) month period of the Subscription Term. Customer will not be charged additional fees for updates to existing company records, regardless of the frequency or extent of such updates to previously delivered records.

(a) Full File Delivery: Each delivery shall contain the complete dataset, including all records regardless of whether such records have been modified since the previous delivery; or

(b) Delta File Delivery: Each delivery shall contain only records that are new or have been updated since the previous delivery.

j. **Credits; Credit Calculation; Team Balances for Data Feed v1 only**

Every new row added = 10 credits; Every new column update = 1 credit. When multiple feeds for the same team are set up and the same entity is present/added across different search criteria, these will be calculated as distinct and credits will be deducted accordingly. Certain columns like URLs and company description will not be charged. Each data feed will deduct a certain number of credits from Customer's team's balance, according to the number of new rows and updated rows delivered. New rows added will deduct 10 credits while updates to existing rows will deduct 1 credit. Customers are encouraged to configure the data feed saved searches with only the relevant columns of interest to maximize the utility of the available credits. CB Insights will notify Customer when Customer's credits are running low. Customers may also view its team's credit balance any time from the account settings page. To refill credits, contact your Customer Success representative to discuss additional credits for additional fees. If Customer has zero credits or a negative balance, data feeds will be paused until credits are replenished. For clarification, unused and available credits will expire and do not roll over to any subsequent period or renewal term.