



Distributor Data Use License Overview

The following outlines contractual data usage terms between Distributors (“Customer”) and Industry Data Exchange Association, Inc. (IDEA). Company and Customer are each a “Party” to the Agreement and are together referred to as the “Parties.”

WHEREAS:

- A. Company has licensed from certain manufacturer parties (the “Manufacturers”) certain intellectual property relating to the Manufacturer’s products that Company makes available to third parties by means of the SaaS Services (the “Property”); and
- B. Company wishes to provide, and Customer wishes to accept, a sublicense to use the Property solely in connection with Customer’s use of the SaaS Services in accordance with the terms of the Agreement.

In consideration of the mutual promises and covenants set forth in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License. Company hereby grants unto Customer a limited, revocable, non-transferrable (except as permitted in the Agreement), non-exclusive, non-sublicensable license to use the Property during the pendency of and subject to the terms of the Agreement solely for its own internal efforts to generate sales of the applicable Manufacturer’s products (the “Data License”). IDEA MAKES NO REPRESENTATION OR WARRANTY AS TO, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES AS TO OR LIABILITY WITH RESPECT TO, (A) THE RIGHT, POWER AND AUTHORITY OF THE APPLICABLE MANUFACTURER TO GRANT LICENSES WITH RESPECT TO ANY PROPERTY, (B) ANY CONSENTS THAT MAY BE REQUIRED FROM ANY THIRD PARTY IN ORDER FOR THE APPLICABLE MANUFACTURER TO GRANT ANY APPLICABLE LICENSE TO PROPERTY, (C) ANY INFRINGEMENT UPON OR VIOLATION OF ANY THIRD PARTY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR OTHER INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OR ANY VIOLATION OF ANY LAW, REGULATION OR OTHER LEGAL REQUIREMENT RESULTING FROM THE MANUFACTURER’S LICENSE OF ANY PROPERTY, OR (IV) ANY DEFAMATORY OR OBSCENE CONTENT CONTAINED WITHIN THE PROPERTY.

2. Proprietary Rights. Customer acknowledges and agrees that the applicable Manufacturer owns all intellectual property rights in and to the applicable Property, including, without limitation, any copyrights, trade secrets and confidential information rights in and to such Property.

3. Limitations. Unless the Parties otherwise agree by means of a signed, advance writing, Customer may not: (a) use the Property other than in connection with the generation of sales of the applicable Manufacturer’s products; or (b) disclose any metadata, derivative work, or other work incorporating any Property to any third party. Customer acknowledges that the Property may be subject to other or additional restrictions on use and disclosure as provided in any agreement, document or instrument between Customer and the applicable Manufacturer, for which Company will not have any obligation, responsibility, or liability.



4. Records Retention. Customer will retain and destroy the Property as the Company may reasonably request; provided, however, that the foregoing will not require Customer to destroy or erase and not retain any automatically created electronic copies of electronic material containing or reflecting Property that is stored on system back-up tapes or discs solely to the extent the same is stored and retained for purposes of any records retention laws to which Customer is a subject. Customer acknowledges that the Property may be subject to other or additional restrictions on records retention as provided in any agreement, document or instrument between Customer and the applicable Manufacturer, for which Company will not have any obligation, responsibility, or liability.

5. Remedies; Specific Performance. The Parties agree that monetary damages would not be a sufficient remedy for a breach of this License and that irreparable damage would occur if any of the provisions of this License were not performed in accordance with their specific terms or were otherwise breached (each, a “Data Breach”). Accordingly, notwithstanding anything to the contrary in the Agreement, Customer agrees that Company will be entitled, to the fullest extent permitted by law, to specific performance of the terms hereof, including, without limitation, an injunction or injunctions, to prevent Data Breaches and to enforce specifically the terms and provisions hereof without the necessity of posting any bond or similar security, this being in addition to any other remedy to which Company may be entitled at law or in equity. The rights and remedies of Company hereunder are cumulative and are not exclusive of any rights or remedies which Company would otherwise have hereunder. Customer further hereby waives, to the fullest extent permitted by law, (i) any defense in any action for specific performance that a remedy at law would be adequate, and (ii) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

6. Other Matters. This License is effective as of the Effective Date and may be terminated upon the same terms by which the Agreement may be terminated. All provisions of this License that should, by their nature, survive termination hereof will so survive. The Parties agree to indemnify and hold one another harmless as to third parties with respect to any liability that arises out of or relates to their respective conduct or actions in connection with performance hereunder that results in third-party demands, claims, or litigation to the extent set forth in the Agreement. FOR AVOIDANCE OF DOUBT, THE PARTIES WILL BE SUBJECT TO ALL LIMITATIONS ON REMEDIES AND DAMAGES SET FORTH IN THE AGREEMENT. Any dispute arising hereunder or relating hereto will be resolved according to the dispute resolution provisions of the Agreement.