



Manufacturer Data Use License Overview

The following outlines contractual data usage terms between Manufacturers (“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. Customer is the owner of certain intellectual property, consisting of transactional and catalog content that comprises specific product information and that Customer has disclosed or will in the future disclose to Company by means of the SaaS Services (the “Property”); and
- B. Customer wishes to grant to Company, and Company wishes to accept from Customer, a license to use the Property upon the terms set forth in this License, which license will permit Company to disseminate the Property to third parties for the intended benefit of both Parties.

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

- 1. Ownership.** Customer hereby represents and warrants that it is the sole and exclusive owner of the Property, and that it has all rights and authority necessary to enter into and perform pursuant to this License.
- 2. License.** Notwithstanding anything in the Agreement to the contrary, Customer hereby grants unto Company a limited, worldwide, paid-up, irrevocable, transferrable, non-exclusive, fully sub-licensable (through multiple tiers) license to use the Property during the pendency of this License (except as otherwise provided herein) in connection with the current or future business of Company. For avoidance of doubt, and without limiting the generality of the foregoing, Customer understands and agrees that Company may (a) sub-license an unlimited number of copies of the Property to third parties, and may charge a fee for such sublicenses, no part of which fee will be due or owing to Customer, (b) prepare and exploit works of any kind (including, but not limited to, derivative works, Company-generated reports, and online analyses) based on or incorporating any aspect of the Property (“Prepared Works”), which Prepared Works will belong solely to Company for all time, and charge fees with respect to such Prepared Works, no part of which fees will be due or owing to Customer, and (c) modify the Property and any aspect thereof, and use and exploit such modified material (“Modified Material”), which Modified Material will belong solely to Company for all time, and charge fees with respect to such Modified Material, no part of which fees will be due or owing to Customer. To effect the foregoing, and notwithstanding anything in this License to the contrary, Customer agrees that, with respect to any Property that is made a part of any Prepared Work or Modified Material pursuant hereto, Customer hereby grants to Company a perpetual, limited, worldwide, paid-up, irrevocable, transferrable, non-exclusive, fully sub-licensable (through multiple tiers) license to use the Property in connection with Company’s use and exploitation of the Prepared Works and Modified Material.



3. Required Notification. Each Party will promptly notify the other Party of (a) any claim, demand, or cause of action based on or arising from any third-party unauthorized use of the Property, (b) any infringement or instance of unfair competition of which the applicable Party may become aware involving any of the Property, or (c) any challenge to either Party's use of any of the Property.

4. Term; Termination; Effect of Expiration. Notwithstanding anything in the Agreement to the contrary: (a) this License is effective as of the Effective Date and may be terminated upon the same terms by which the Agreement may be terminated; and (b) third-party licenses, amendments, renewals, or extensions relating to the Property may extend beyond the term of this License, and that Company may continue to use the Property beyond the term of this License only to the extent necessary for Company to perform pursuant to such third-party agreements except as otherwise provided herein. All provisions of this License that should, by their nature, survive termination hereof will so survive.

5. Other Matters. 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.