

## LICENSING AGREEMENT

### DATA SETS

This Licensing Agreement ("Licensing Agreement"), effective as of the Addendum Effective Date in set forth in the Addendum(s) attached to and incorporated into this Licensing Agreement. (the "Effective Date"), is by and between Endeavor Business Media LLC, thorough it's IMR Automotive Research division ("Endeavor" or "IMR") and named purchaser or corporation as named on the applicable invoice ("Licensee").

Pursuant to the terms and conditions of this Licensing Agreement, IMR and Licensee desire IMR to grant Licensee a limited license ("License") to access and use certain data sets as described in an Addendum executed pursuant to this Licensing Agreement (the "Data Sets").

Now, in consideration of the mutual promises set forth herein, IMR and Licensee agree as follows:

- 1. Granting of License.** IMR hereby grants Licensee the limited right to access the Data Sets as set forth in the applicable invoice or Addendum(s) signed by an authorized party and incorporated into this Licensing Agreement by this reference.
- 2. Term.** The Term of this Licensing Agreement (the "Term") shall commence on the Effective Date and shall continue until either IMR or Licensee delivers written notice to the other party of its intent to terminate this Licensing Agreement; provided, that the termination of this Licensing Agreement shall not affect the term of any License Term set forth in any Addendum(s) to this Licensing Agreement, and all terms of this Licensing Agreement shall apply to each active License Term associated with any Addendum(s) to this Licensing Agreement until such License Term either expires or is terminated pursuant to such Addendum. The termination of the Term of this Licensing Agreement shall not affect the rights and obligations of Licensee and IMR with respect to Sections 3, 4, 5, 6, and 9 of this Licensing Agreement, which shall continue after the Term of this Licensing Agreement.
- 3. Data Sets.** All Data Sets are confidential, copyrighted, and the sole property of IMR. Licensee may only use Data Sets as permitted pursuant to the terms and conditions of this Licensing Agreement. The granting of the License does not permit Licensee to sell, license, transmit, or in any way share the rights granted under this Licensing Agreement with respect to the Data Sets with any third party, except for authorized third parties that have agreed to abide by all restrictions and obligations related to use of Data Sets set forth in Section 3, 4, 5 and 6 of this Licensing Agreement. Licensee acknowledges that it receives no copyright, intellectual property rights or any other right in or to the Data Sets. Licensee specifically agrees as a condition to the granting of this License that it will not use Data Sets, or any related data, data editing routines, list, tabulations, or report forms, to duplicate or reverse engineer the Data Sets for any purpose, including commercialization. Licensee shall maintain all Data Sets according to commercially reasonable security procedures and infrastructure, and shall take appropriate measures to secure the Data Sets and prevent unauthorized access to the Data Sets. Provided such use is not in violation of any provision of this Licensing Agreement, Licensee shall (i) be able to use the Data Sets for marketing, advertising, and/or sales activities that are external to the Licensee's corporate organization, (ii) be able to use the Data Sets in connection with any media requirements imposed on Licensee to substantiate advertising claims Licensee wishes to make that are based upon the Data Sets, and (iii) be able to use the Data Sets in defending against any legal action undertaken against Licensee. Licensee acknowledges that the unauthorized disclosure of the Data Sets or Confidential Information (as hereinafter defined in this Licensing Agreement) would cause irreparable harm and that monetary damages would be insufficient to remedy such harm, and that therefore, IMR be entitled to injunctive relief.
- 4. Confidential Information.** "Confidential Information" is all information disclosed in connection with this Licensing Agreement by or on behalf of IMR, or otherwise obtained by Licensee with respect to the subject matter of this Licensing Agreement, including, but not limited to Data Sets and all related information, strategies, customer information or any other information not generally known or used by the public. Confidential Information does not include information that

becomes known to Licensee if such information becomes generally known to the public (other than as a result of a direct or indirect disclosure by Licensee), becomes available to Licensee from a third-party source with no confidentiality obligations to IMR, or was legally known to Licensee without restriction prior to its disclosure by IMR. All Confidential Information remains at all times the property of IMR, and Confidential Information shall not be in any way disclosed, shared or distributed to any third party, except as specifically set forth herein. Licensee may not use Confidential Information except as explicitly authorized by this Licensing Agreement.

5. **Liability Limits.** Neither IMR, nor any of its agents, officers, directors, or employees shall have any liability to Licensee or any other person resulting from the use of the Data Sets or any conclusions derived therefrom, unless such liability is due to the willful or gross negligence of IMR. Any liability of IMR owed to Licensee pursuant to this Licensing Agreement shall be limited to the Licensing Fee paid to IMR by Licensee in the current Term of this Licensing Agreement.
6. **Warranties and Representations; Indemnification.** Each party represents and warrants to the other party that such party has the corporate right, power and authority to enter into this Licensing Agreement and to perform the acts required of it hereunder. IMR represents that it has all right, power and authority necessary to license all Data Sets pursuant to the terms of this Licensing Agreement. Except as otherwise expressly stated in this Licensing Agreement, IMR hereby disclaims all warranties, express or implied, relating to the Data Sets and any other information provided by IMR hereunder, including, without limitation, warranties of merchantability and fitness for a particular purpose. All Data Sets and other information are provided "AS IS" and as available. IMR shall defend, indemnify and hold Licensee harmless against any third party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any breach by IMR of any of its obligations in this Section 6 of this Licensing Agreement. In no event shall IMR be liable for indirect, special, incidental, or consequential damages arising under or related to this Licensing Agreement or for lost profits, even if advised of the possibility of such damages. Licensee represents and warrants that (i) it is and shall remain in compliance in all material respects with all applicable laws, regulations and ordinances, and that it will not knowingly contribute to IMR's violation of or noncompliance with any law, regulation or ordinance, and (ii) it is under no contractual obligation that will interfere with its ability to satisfy its obligations under this Licensing Agreement. Licensee shall fully defend and indemnify IMR from any loss, damage or legal action that arises due to Licensee's alleged or actual use of the Data Sets in violation of this Licensing Agreement or alleged or actual use of the Data Sets in violation of this Licensing Agreement by any third party granted access to the Data Sets by Licensee.
7. **Notices.** All notices required to be given under this Licensing Agreement must be in writing and addressed to the recipient's address below and will be deemed validly given: (i) upon delivery if personally delivered with fees prepaid, including by a recognized courier service or (ii) upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt:  
**To Licensee:** At the address provided in any invoice or Addendum(s) incorporated into this Licensing Agreement  
**To IMR:** Endeavor Business Media, Attn: IMR / William P. Thompson, Vice President of Research, 30 Burton Hills Blvd Ste 185, Nashville, TN 37215  
Any address for giving notices may be updated by a party by providing written notice as described in this paragraph.
8. **Assignment.** Licensee shall not assign this Licensing Agreement to any third party, or any successor in interest, without the express prior written consent of Endeavor.
9. **Miscellaneous.**
  - a. This Licensing Agreement shall be governed by and construed in accordance with the internal laws and not the laws of conflicts of the State of Tennessee. Any legal suit, action or proceeding arising out of or based upon this Licensing Agreement shall be solely and exclusively brought in the state and federal courts sitting in Davidson County, Tennessee, and each party submits to the sole and exclusive jurisdiction of such courts.
  - b. In any legal suit, action or proceeding arising out of or based upon this Licensing Agreement, the prevailing party shall recover from the non-prevailing party its costs, including attorney's fees and related expenses.

- c. Licensee irrevocably waives any right to trial by jury in any action to enforce or defend any rights under this Licensing Agreement or arising from any dispute or controversy in connection with or related to this Licensing Agreement.
- d. This Licensing Agreement and any associated Addendum(s) constitute the entire agreement between the parties with respect to the subject matter discussed herein. The terms of this Licensing Agreement shall not be amended except by a written agreement signed by both parties.