

Endeavor Business Media

IMR | AutomotiveResearch.com

DATA SET LICENSING AGREEMENT

This Licensing Agreement ("Licensing Agreement") is by and between Endeavor Business Media LLC, through its IMR Automotive Research division ("Endeavor" or "IMR") and the named customer on the applicable addendum, statement of work, insertion order, purchase order, or similar document signed by Endeavor and customer ("Licensee").

IMR and Licensee desire IMR to grant Licensee a limited license to access and use certain data sets owned or licensed by IMR pursuant to the terms and conditions of this Licensing Agreement and one or more addendums executed by the Parties that references this Licensing Agreement and is incorporated into this Licensing Agreement (each, an "Addendum").

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

1. 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, the termination of this Licensing Agreement shall not operate to terminate any Addendum (as affect the term of any License Term set forth in any Addendum to this Licensing Agreement, and all terms of this Licensing Agreement shall apply to each active License Term associated with any Addendum to this Licensing Agreement until such License Term either expires or is terminated pursuant to such Addendum. The foregoing notwithstanding, IMR may terminate any Addendum and this Licensing Agreement in the event Licensee fails to pay the License Fee when due or violates one or more of the restrictions set forth in Section 3. The termination 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 survive any termination or expiration of this Licensing Agreement.

2. License. Subject to the terms, conditions, rights and restrictions set forth in this Licensing Agreement, IMR grants to Licensee those limited rights to the data ("Data Sets") as more specifically described in an Addendum. Licensee acknowledges that it receives no copyright, intellectual property rights or any other right in or to the Data Sets, except for the limited license set forth herein.

3. Acceptable Use Terms; Restrictions. Licensee may only access and use Data Sets as permitted pursuant to the express terms and conditions of this Licensing Agreement. Provided Licensee is not in violation of any terms or conditions of this Licensing Agreement, including any Addendums, Licensee is permitted to (i) use the Data Sets for marketing, advertising, and/or sales activities that are external to the Licensee's 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. The granting of the License does not permit Licensee to sell, sublicense, 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 in writing to abide by all restrictions and obligations related to access and use of Data Sets set forth herein.** 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.

4. Confidentiality; Security. "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. For the avoidance of doubt, all Data Sets are confidential, copyrighted, and the sole property of IMR. Confidential Information does not include information that (i) 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), (ii) becomes available to Licensee from a third-party source with no confidentiality obligations to IMR, or (iii) 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 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. Licensee shall maintain all Data Sets according to commercially reasonable security

procedures and infrastructure, which includes taking appropriate measures to secure and prevent unauthorized access to Data Sets. Licensee acknowledges that the unauthorized use or 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 shall be entitled to injunctive relief.

5. Limitation of Liability. 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 amount of the Licensing Fee actually paid to IMR by Licensee in the current Term 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.

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. 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: Address listed on the applicable Addendum

To IMR: Endeavor Business Media, LLC, Attn: Paul Mattioli, EVP, 30 Burton Hills Blvd, Suite 185, Nashville, TN 37215; cc: Legal@Endeavorb2b.com

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 IMR.

9. Dispute Resolution. This Licensing Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to the conflicts of laws. 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 the Middle District of Tennessee, and each party submits to the sole and exclusive jurisdiction of such courts. 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 reasonable attorney's fees and related expenses. 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.

10. Entire Agreement; Execution. This Agreement shall be binding on the parties and their respective affiliates, subsidiaries, successors and assigns. 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 and any Addendum shall not be amended except by a written agreement signed by both Parties. The Parties are entitled to rely on the signatures to this Agreement as

the authorized representatives of each Party. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed the same as the original and handwritten signatures for purposes of validity, enforceability, and admissibility.