



DATA SHARING ADDENDUM

DATA SHARING ADDENDUM TERMS AND CONDITIONS

1. ADDITIONAL DEFINITIONS

Capitalized terms not otherwise defined in this Data Sharing Addendum shall be defined as set forth in the Agreement.

“Datastore Contribution Policy” means the policy prepared by ICIS (as amended by ICIS from time to time upon prior notice to User) governing the process by which Submitted Data is provided to ICIS.

“Other Users” means persons or entities who are directly or indirectly authorized by ICIS to access and use information in the Datastore.

“Submitted Data” means information or data that is contributed from time to time by User to become part of the Datastore, which information and data shall include the information described below in the Section entitled “Description of Submitted Data”.

“Submitted Documentation” means any technical documentation that User may provide to ICIS with Submitted Data.

2. CONTRIBUTION OF SUBMITTED DATA

2.1 Agreement to Contribute. User hereby agrees that it shall provide the Submitted Data to ICIS on a regular basis (including on any frequency as described herein) in such formats and manner as set forth in the Datastore Contribution Policy.

2.2 Submitted Data Licence. Subject to any restrictions in the Section entitled “Restrictions on Submitted Data” set forth below, User hereby grants ICIS a non-exclusive, royalty-free, perpetual license to (a) store and use the Submitted Data in the Datastore; (b) authorize Other Users to access, store and otherwise use the Submitted Data including authorizing such Other Users to grant access, storage and use rights to third parties. This license is assignable by ICIS subject to the assignee agreeing to be subject to the terms of this Data Sharing Addendum. For greater certainty, ICIS shall have no obligation to return or destroy any Submitted Data or Submitted Documentation notwithstanding any termination or expiry of the Agreement or this Data Sharing Addendum.

2.3 Costs and Expenses. User is solely responsible for all costs associated with submitting the Submitted Data and Submitted Documentation to ICIS. ICIS is solely responsible for all costs associated with storing the Submitted Data and Submitted Documentation in the Datastore.

2.4 Error Correction. During the Term User shall use commercially reasonable efforts to promptly correct any errors, deficiencies or problems in the Submitted Data or Submitted Documentation that User becomes aware of in accordance with the Error Reporting Policy.

3. WARRANTIES

3.1 As Is. Subject to the express provisions set forth in this Data Sharing Addendum, ICIS acknowledges that the Submitted Data and Submitted Documentation: (a) has not been vetted, tested, reviewed or evaluated by User; (b) may include errors or omissions; and (c) is made available under this Data Sharing Addendum only on an “AS IS” basis.

3.2 Intellectual Property Warranty. User represents and warrants that (a) User has sufficient ownership or license rights to provide the Submitted Data and Submitted Documentation to ICIS in accordance with the terms of this Data Sharing Addendum including User having full right and authority to license the Submitted Data and Submitted Documentation to ICIS for the uses set out in this Data Sharing Addendum, and (b) all uses of the Submitted Data and Submitted Documentation herein authorized do not infringe any third party rights including any third party intellectual property or trade secret rights.

3.3 OTHER THAN THE EXPRESS WARRANTIES MADE ABOVE, USER MAKES NO WARRANTY, CONDITION OR REPRESENTATION, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY USER OR ITS LICENSORS, OR OTHERWISE WITH RESPECT TO THE SUBMITTED DATA AND THE SUBMITTED DOCUMENTATION, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, DISCLAIMS WITHOUT LIMITATION, ALL WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ERROR FREE OR UNINTERRUPTED USE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN WARRANTIES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS DATA SHARING ADDENDUM SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

4. PROPRIETARY RIGHTS

4.1 All trade-marks, patents, copyrights and other proprietary rights in the Submitted Data and the Submitted Documentation are and will remain the exclusive property of User or its licensors, whether or not specifically recognized or perfected under local applicable law. All trade-marks, patents, copyrights and other proprietary rights in modifications or enhancements to the Submitted Data or the Submitted Documentation made by ICIS or any of the Other Users are and will remain the exclusive property of ICIS or the Other Users,

