

## **PART E – CONTRIBUTORY DATABASE TERMS**

### **1 CONTRIBUTED DATA**

- 1.1 Customer will provide Contributed Data with the frequency set out in the Order Form throughout the Term, in accordance with the methods of submission required by RSG and in accordance with RSG criteria for the Contributed Data from time to time, which RSG will provide on Customer's request. Customer grants to RSG a perpetual, non-exclusive, transferable, royalty-free, worldwide, fully paid-up, irrevocable right and license to exploit and use the Contributed Data as set out in this Part E without qualification or reservation.
- 1.2 Customer acknowledges that: (a) certain functionality of the Product may not be available to Customer unless and until Customer submits Contributed Data in accordance with this Part E and (b) any commercial terms specified in an Order Form for the Product may be conditional upon Customer's compliance with this Part E.
- 1.3 If Customer fails to do so, RSG may, without prejudice to its other rights or remedies:
- a) notify Customer in writing of such failure, specifying in reasonable detail the nature of the failure. Customer shall, promptly and in any event in accordance with any timelines specified by RSG, remedy its failure to comply with its obligations; and/or
  - b) increase any Fees charged by RSG for the Product if discounted or preferential pricing was offered based on Customer providing Contributed Data.
- 1.4 Customer shall not submit Personal Data as Contributed Data. To the extent that any Personal Data is transmitted to RSG, clause 9 (Data Protection) of Part A shall apply.

### **2 RSG'S RIGHTS**

- 2.1 **Use of Contributed Data.** Customer acknowledges and agrees that it will provide Contributed Data with the intention of such data forming part of RSG's product databases. Accordingly, RSG may, save as otherwise specified in an Order Form:
- a) aggregate Contributed Data with any other data and store the Contributed Data with any other data in RSG's databases;
  - b) amend, analyse, anonymise, alter, collect, commingle, copy, exploit, refer to, re-format, standardise, or otherwise use the Contributed Data in any form;
  - c) market, sell, or have marketed or sold, the Contributed Data; and
  - d) create aggregated data statistics and derived analytics for use in any RSG product or service.
- 2.2 Save as set out in an Order Form or otherwise agreed in writing between the parties, RSG will not make Contributed Data available in such a way as to identify Customer or any Authorized User to any third party.
- 2.3 Customer agrees and acknowledges that, save as set out in an Order Form or otherwise agreed in writing between the parties, RSG shall, subject always to applicable law, have no obligation to delete Contributed Data provided by Customer under this Part E.
- 2.4 **Identification of Customer.** Customer grants to RSG a non-exclusive, non-transferable, royalty-free licence to reproduce and display Customer's name and logo ("**Customer Marks**") on websites and marketing relating to the Product solely for the purpose of identifying Customer as a contributor to the relevant Product. RSG will comply with all reasonable instructions of Customer relating to use of the Customer Marks.

### **3 CUSTOMER WARRANTIES**

- 3.1 Customer warrants that it has all rights and licenses required to enable it, and RSG, to submit, process and use the Contributed Data and the Customer Marks as set out in the Agreement and that the Contributed Data and the Customers Marks do not infringe the Intellectual Property Rights of any third party. Customer shall ensure that Contributed Data does not bear any watermarks, metadata, trademarks, logos, tradenames or copyrighted information of any other third party. Customer indemnifies RSG and keeps RSG indemnified from and against all Losses incurred by RSG arising out of or in connection with any third party claim, demand or action alleging that Contributed Data or the Customer Marks infringe any Intellectual Property Right of a third party.