plugilo

PLUGILO DATA LICENSE AGREEMENT

THIS DATA LICENSE AGREEMENT (this “Agreement”) is entered into as of the Effective Date (as defined below) by and between Plugilo, Inc., a Delaware corporation with its principal place of business at 200 Continental Drive Suite 401, Newark, Delaware 19713 (“Plugilo” or “Licensor”), and the entity identified in the signature block below (“Licensee” or “Client”).

RECITALS

WHEREAS, Plugilo maintains and operates a Product Information Management (PIM) software database containing product data; and

WHEREAS, Plugilo receives product data from Upstream Data Providers under agreements that grant Plugilo: (i) full and unrestricted usage rights to such data; (ii) continuing rights to use, store, and license such data for a minimum period of one (1) to two (2) years following termination of any upstream data supply agreement (the "Upstream Buffer Period"), ensuring business continuity; and (iii) confirmation that all such data is free from third-party intellectual property claims, encumbrances, or restrictions that would limit Plugilo's ability to license such data to downstream parties;

WHEREAS, Plugilo is willing to grant Licensee a limited license to use such data subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Plugilo Data” means all Product Information Management (PIM) data provided by Plugilo to Licensee through API, XML feed, or other mutually agreed-upon format, including but not limited to product specifications, descriptions, attributes, images, pricing information, and associated metadata.

1.2 "Licensed Use" means the use of Plugilo Data solely for: (a) integration and operation within Licensee's Enterprise Resource Planning (ERP) system and enterprise management software; (b) display on Licensee's customer-facing website(s) for the purpose of facilitating Licensee's authorized business operations; (c) distribution through Plugilo Tools as defined herein; and (d) creation of Marketing Cards as defined herein for Licensee's promotional activities.

1.3 “Effective Date” means the date on which this Agreement is executed by both parties, as indicated in the signature block.

1.4 "Network" means the interconnected system of Upstream Data Providers, Plugilo, and downstream licensees through which product information flows, enabling efficient data distribution and usage across multiple parties.

1.5 “Confidential Information” means all Plugilo Data and any other non-public information disclosed by Plugilo to Licensee, whether in written, oral, electronic, or other form.

2. LICENSE GRANT AND SCOPE

2.1 Grant of License

Subject to the terms and conditions of this Agreement, Plugilo hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to:

(a) Access and download Plugilo Data through the designated API, XML feed, or other agreed-upon delivery method;

(b) Use Plugilo Data within the Licensee’s Enterprise ERP system and enterprise management software;

(c) Display Plugilo Data on Licensee’s customer-facing website(s) in connection with Licensee’s authorized business operations;

(d) Combine Plugilo Data with Licensee’s own data solely for the Licensed Use; and

(e) Make the Plugilo Data available to Authorized Users solely to the extent necessary for the Licensed Use.

(f) Distribute and display Plugilo Data through Plugilo Tools in accordance with technical specifications established by Plugilo;

(g) Create Marketing Cards incorporating Plugilo Data for use in Licensee's marketing and promotional materials, including social media posts, email campaigns, and advertisements, provided that such Marketing Cards maintain appropriate attribution and do not misrepresent product information; and

(h) Make Plugilo Data available to Licensee's service providers, contractors, and business partners solely to the extent necessary to support the Licensed Uses set forth above, provided that Licensee ensures such third parties are bound by confidentiality obligations no less

protective than those in this Agreement and Licensee remains fully responsible for their compliance.

2.2 Account Requirement

Licensee must establish and maintain a valid user account with Plugilo to access and use Plugilo Data. Licensee is responsible for maintaining the confidentiality and security of all account credentials and for all activities that occur under its account.

3. RESTRICTIONS AND PROHIBITED USES

3.1 General Restrictions

Licensee shall not, and shall not permit any third party to:

(a) **Modify or Transform Data:** Alter, transform, modify, manipulate, or change any data fields, values, or structure within the Plugilo Data, except as expressly permitted in writing by Plugilo;

(b) **Redistribution Prohibited:** Redistribute, resell, sublicense, transfer, or otherwise make available Plugilo Data to any third party, including but not limited to resellers, consultants, software solutions providers, third-party processors, data modeling companies, or media audit companies;

(c) **No Competitive Use:** Use Plugilo Data to create, develop, or support products or services that compete with Plugilo's offerings, or to create new product offerings outside the scope of Licensee's existing business model as disclosed to Plugilo;

(d) **Reverse Engineering:** Decompile, reverse engineer, disassemble, or attempt to derive the source code or underlying ideas or algorithms of any Plugilo services or technology;

(e) **Remove Attributions:** Remove, obscure, or alter any proprietary notices, copyright legends, trademark symbols, or attributions from Plugilo Data;

(f) **Unauthorized Use:** Use Plugilo Data for any purpose beyond the Licensed Use as defined in this Agreement;

(g) **Unlawful Activity:** Use Plugilo Data in violation of any applicable laws, regulations, or third-party rights; or

(h) **Excessive Access:** Access Plugilo Data in a manner that could damage, disable, overburden, or impair Plugilo's systems or interfere with any other party's use of Plugilo's services.

3.2 Data Integrity

Licensee acknowledges that Plugilo Data is provided in a specific format and structure. Unless expressly authorized in writing by Plugilo, Licensee shall maintain the integrity of all data fields and shall not add, subtract, or manipulate any data fields provided through API, XML, or other data formats.

3.3 Subsidiary Rights

Licensee may not grant subsidiary usage rights or sublicenses to databases containing Plugilo Data for any use other than the Licensed Use without Plugilo's prior written consent.

4. TERM AND TERMINATION

4.1 Initial Term and Renewal

This Agreement commences on the Effective Date and continues for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term.

4.2 Termination for Convenience

Either party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to the other party.

4.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

(a) Materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof;

(b) Becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed; or

(c) Ceases to conduct business in the ordinary course.

4.4 Effect of Termination

Upon termination or expiration of this Agreement:

(a) **Immediate Cessation:** Licensee shall immediately cease all use of Plugilo Data, except as provided in Section 4.5;

(b) **Return or Destruction:** Licensee shall, within thirty (30) days, at Plugilo's option, either return to Plugilo or permanently delete and destroy all copies of Plugilo Data in Licensee's possession or control, including all backups and archived copies;

(c) **Certification:** Upon Plugilo's request, Licensee shall provide written certification signed by an authorized officer confirming compliance with subsection (b);

(d) **Survival:** The following provisions shall survive termination: Sections 3 (Restrictions), 5 (Data Security and Confidentiality), 6 (Intellectual Property), 7 (Representations and Warranties), 8 (Limitation of Liability), 9 (Indemnification), and 11 (General Provisions).

4.5 Post-Termination Buffer Period

Notwithstanding the immediate termination obligations in Section 4.4, Licensee may retain and continue to use Plugilo Data lawfully obtained prior to termination for a period of one (1) to two (2) years following the effective date of termination (the "Buffer Period"), provided that:

(a) Licensee continues to comply with all terms of this Agreement during the Buffer Period, including all restrictions, confidentiality obligations, and security requirements;

(b) Licensee may not access, download, or obtain any new or updated Plugilo Data during the Buffer Period;

(c) At the expiration of the Buffer Period, Licensee shall comply with all return or destruction obligations as set forth in Section 4.4;

(d) The specific duration of the Buffer Period (one or two years) shall be determined based on the Order Form or, if not specified therein, shall be one (1) year by default; and

(e) This Buffer Period is designed to provide Licensee with reasonable time to transition to alternative data sources while minimizing business disruption; and
(f) The Buffer Period under this Section 4.5 shall in no event exceed, and shall be shorter than, the remaining period during which Plugilo is entitled to license the relevant Plugilo Data following termination of the applicable Upstream Data Provider agreement, so as to enable Plugilo to ensure timely cessation of use and deletion of Plugilo Data across the Network. Notwithstanding any longer period that may otherwise apply, Plugilo may, upon thirty (30) days' prior written notice, require Licensee to cease all use of, and permanently delete, specified Plugilo Data before expiration of the Buffer Period where reasonably necessary for Plugilo to comply with its obligations to any Upstream Data Provider, and Licensee shall comply with the return, destruction, and certification obligations in Section 4.4 with respect to such data.

5. DATA SECURITY AND CONFIDENTIALITY

5.1 Security Measures

Licensee shall implement and maintain reasonable administrative, technical, and physical safeguards designed to:

(a) Protect the security, confidentiality, and integrity of Plugilo Data;

(b) Protect against anticipated threats or hazards to the security or integrity of Plugilo Data; and

(c) Prevent unauthorized access, use, or disclosure of Plugilo Data.

Such safeguards shall be no less rigorous than those Licensee uses to protect its own confidential information of a similar nature and shall be consistent with industry standards.

5.2 Confidentiality Obligations

Licensee shall treat all Plugilo Data as Confidential Information and shall not disclose such information to any third party except:

(a) To Authorized Users who have a legitimate need to know and who are bound by written confidentiality obligations at least as protective as those set forth herein;

(b) As necessary for the Licensed Use; or

(c) As required by law, provided that Licensee provides Plugilo with prompt written notice of such requirement and reasonably cooperates with Plugilo's efforts to seek a protective order or otherwise limit disclosure.

5.3 Security Breach Notification

Licensee shall notify Plugilo immediately (and in no event later than forty-eight (48) hours) upon discovering any unauthorized access to, use of, or disclosure of Plugilo Data. Licensee shall:

(a) Provide Plugilo with a detailed description of the breach;

(b) Reasonably cooperate with Plugilo in investigating and remediating the breach; and

(c) Take all necessary steps to prevent further unauthorized access or disclosure.

5.4 Access Controls

Licensee shall limit access to Plugilo Data to only those Authorized Users who require access to perform their duties. Licensee shall maintain current records of all Authorized Users and shall promptly revoke access rights when individuals no longer require access.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership

Plugilo retains all right, title, and interest in and to Plugilo Data and all intellectual property rights therein. No ownership rights are transferred to Licensee under this Agreement. The license granted herein is limited to the rights expressly granted, and no other rights are implied.

Plugilo represents and warrants that: (a) Plugilo has obtained all necessary rights from Upstream Data Providers to grant the licenses set forth in this Agreement; (b) Plugilo Data provided to Licensee is free from third-party intellectual property claims, liens, or encumbrances that would prohibit or limit the Licensed Uses; (c) Plugilo's agreements with Upstream Data Providers include Upstream Buffer Period provisions that allow Plugilo to continue licensing data

to downstream parties for one to two years following any upstream termination; and (d) to Plugilo's knowledge, the use of Plugilo Data as contemplated in this Agreement does not infringe any third-party intellectual property rights.

6.2 Licensee’s Proprietary Rights

Licensee retains all right, title, and interest in and to its own proprietary data and content. To the extent Licensee combines Plugilo Data with Licensee’s own data as permitted hereunder, Plugilo claims no ownership rights in Licensee’s proprietary data.

6.3 Feedback

If Licensee provides Plugilo with any suggestions, ideas, enhancement requests, feedback, or recommendations regarding Plugilo Data or services (“Feedback”), Plugilo shall have the right to use such Feedback without restriction or compensation to Licensee.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations

Each party represents and warrants that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation;

(b) It has the full power and authority to enter into and perform its obligations under this Agreement;

(c) This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; and

(d) Its performance under this Agreement will not violate any agreement to which it is a party or any applicable law or regulation.

7.2 Licensee’s Representations

Licensee represents and warrants that:

(a) It will use Plugilo Data only for the Licensed Use and in compliance with all applicable laws and regulations;

(b) It will not use Plugilo Data in any manner that infringes or violates any third-party rights; and

(c) The business model and use case disclosed to Plugilo are accurate and complete.

7.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, PLUGILO DATA IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. PLUGILO DISCLAIMS

ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PLUGILO DOES NOT WARRANT THAT PLUGILO DATA WILL BE ERROR-FREE, UNINTERRUPTED, ACCURATE, COMPLETE, OR CURRENT, OR THAT ANY ERRORS WILL BE CORRECTED.

8. LIMITATION OF LIABILITY

8.1 Consequential Damages Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLUGILO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO PLUGILO IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. IF NO FEES HAVE BEEN PAID, PLUGILO'S TOTAL LIABILITY SHALL NOT EXCEED $1,000.

8.3 Exceptions

The limitations set forth in this Section 8 shall not apply to:

(a) Either party's breach of its confidentiality obligations under Section 5;

(b) Licensee's breach of the license restrictions set forth in Section 3;

(c) Either party's indemnification obligations under Section 9; or

(d) Damages arising from fraud, gross negligence, or willful misconduct.

9. INDEMNIFICATION

9.1 Licensee's Indemnification

Licensee shall defend, indemnify, and hold harmless Plugilo and its affiliates, officers, directors, employees, agents, and representatives from and against any and all third-party claims, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) Licensee's breach of this Agreement;

(b) Licensee's use of Plugilo Data in violation of applicable law or third-party rights;

(c) Licensee's combination of Plugilo Data with other data or content; or

(d) Licensee's negligence or willful misconduct.

9.2 Indemnification Procedures

The indemnified party shall: (a) promptly notify the indemnifying party in writing of any claim; (b) grant the indemnifying party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation in the defense. The indemnifying party shall not settle any claim that imposes liability or obligations on the indemnified party without the indemnified party's prior written consent.

10. FEES AND PAYMENT

10.1 License Fees

Licensee shall pay Plugilo the fees set forth in a separate Order Form or Statement of Work executed by both parties. If no fees are specified in writing, this license is provided on a no-fee basis.

10.2 Payment Terms

Unless otherwise specified in an Order Form or Statement of Work, all fees are due within thirty (30) days of the invoice date. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

10.3 Taxes

All fees are exclusive of applicable taxes, duties, and similar assessments. Licensee is responsible for all sales, use, value-added, and similar taxes, excluding taxes based solely on Plugilo's net income.

11. GENERAL PROVISIONS

11.1 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or relating to this Agreement (except collection actions and claims for injunctive relief) shall be subject to the arbitration provisions in Section 11.14.

11.2 Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this provision shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.3 Publicity

Plugilo may identify Licensee as a customer and use Licensee's name and logo in Plugilo's marketing and promotional materials, in accordance with Licensee's brand guidelines if provided in writing. Licensee may identify Plugilo as a service provider and use Plugilo's name and logo in accordance with Plugilo's brand guidelines available at: https://corporate.plugilo.com/knowledge-hub/brand-guidelines/.

11.4 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) certified or registered mail, return receipt requested; (c) nationally recognized overnight courier; or (d) email. Notices to Plugilo shall be sent to legal@plugilo.com and to the address in the preamble. Notices to Licensee shall be sent to the address and email provided in the signature block. Notices shall be deemed given upon actual receipt or, if earlier, (i) five (5) business days after mailing, or (ii) one (1) business day after sending by overnight courier or email.

11.5 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right or remedy shall constitute a waiver thereof, nor shall any single or partial exercise preclude further exercise of such right or remedy.

11.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties, and the remaining provisions shall continue in full force and effect.

11.7 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

11.8 Interpretation

This Agreement shall be construed fairly according to its terms and in plain English, without any presumption against the drafting party. Section headings are for convenience only and shall not affect interpretation. As used herein, “including” means “including but not limited to.”

11.9 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, fire, flood, earthquake, telecommunications failures, or changes in law. The affected party shall promptly notify the other party and use reasonable efforts to resume performance as soon as practicable.

11.10 Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the parties. Neither party has authority to bind the other or incur obligations on the other’s behalf.

11.11 Export Compliance

Licensee shall comply with all applicable export control laws and regulations, including those of the United States and the jurisdiction in which Licensee operates. Licensee shall not export, re-export, or transfer Plugilo Data to any prohibited country, entity, or person.

11.12 Compliance with Laws

Each party shall comply with all applicable federal, state, local, and foreign laws, regulations, and ordinances in performing its obligations under this Agreement.

11.13 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall have the same force and effect as manual signatures.

11.14 Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement (excluding claims for injunctive or equitable relief and collection actions) shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted in New Castle County, Delaware, unless the parties agree otherwise.

Each party shall pay its own AAA filing, administrative, and arbitrator fees in accordance with AAA rules. The arbitrator shall issue a written decision explaining the basis for the award. Judgment on the award may be entered in any court of competent jurisdiction.

CLASS ACTION WAIVER: ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY. THE ARBITRATOR MAY NOT CONSOLIDATE MULTIPLE PERSONS' CLAIMS OR PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

Collection actions are not subject to arbitration and may be brought in any court of competent jurisdiction.

11.15 Entire Agreement

This Agreement, together with any Order Forms or Statements of Work executed by both parties, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. Any purchase orders, vendor registration forms, or similar instruments not signed by both parties shall not modify this Agreement.

In the event of any conflict between this Agreement and an Order Form or Statement of Work, the order of precedence shall be: (1) the applicable Order Form or Statement of Work; (2) this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Data License Agreement as of the Effective Date.

PLUGILO, INC.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Enterprise/Corporate Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Contact Information:

Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

*** * ***

END OF AGREEMENT

Version 2026-0202