

# Dodge Construction Network Data Services Addendum

## DATA SERVICES ADDENDUM

This Dodge Construction Network (“DCN”) Data Services Addendum is intended to supplement the DCN Master Services Agreement (“MSA”) with respect to the provision of Data to You. All capitalized terms in the Data Services Addendum are as defined in Glossary of Terms to the MSA, which can be found here:

<https://www.construction.com/terms-conditions/>

1. **DCN Data.** As used herein, DCN Data includes all data compilations, aggregations, and analyses prepared by, or under license to DCN, together with related data dictionaries and table structures, where applicable. DCN Data and Services for You shall be as described in the SOW.
2. **License Grant.**
  - a. Subject to Your continuing compliance with the terms of the Agreement, DCN hereby grants You a non-exclusive, non-transferrable, and non-assignable license to use DCN Data solely for Your internal research, analytical, and business purposes. Unless otherwise specified in the SOW, DCN shall have no obligation to refresh DCN Data after delivery. DCN reserves the right to maintain and use all DCN Data for its own business purposes both during and after the Term. Your license does not include a general right to sublicense; provided however, that You may sublicense Data to a Subsidiary under the same restrictions as are in the Agreement. The right to sublicense shall not extend to Subsidiaries that have an existing license with DCN, it being understood that such Subsidiary shall continue to be bound by its separate DCN license. Under no circumstances shall You offer DCN Data for sale to, or use by, third parties.
  - b. Unless otherwise specified in the SOW, under no circumstances shall You market, advertise, promote, distribute, or sell, either directly or indirectly, DCN Data, or derivative works including DCN Data, to third parties during or after the Term.
  - c. Unless otherwise specified in the SOW, this license grant does not include the right to use or display the DCN name or Service Marks.
  - d. Unless otherwise specified in the SOW, all derivative work created by Client from the Data shall be destroyed by You at the end of the Term.
3. **DCN Data Delivery.** DCN Data shall be delivered in the form of Excel pivot tables organized in the manner described in the SOW.
4. **Term and Termination.** The Term of the Agreement shall be as specified in the SOW. Provided that You have paid the Fee in full, You shall have a perpetual right to use the table structures and DCN Data for Your internal use only.
5. **Confidential Information.** DCN Data shall at all times be treated as DCN Confidential Information by You pursuant to Section 10 of the MSA.
6. **Survival.** Paragraphs 2, 4 and 5 shall survive termination.