



## CONTENT AGREEMENT

This CONTENT AGREEMENT (the "Agreement") is dated as of [sign DATE] \_\_\_\_\_ ("Effective Date") by and between efficiently, LLC ("efficiently"), a Nevada limited liability company with its principal place of business at 506 2nd Avenue, Suite 1400 #9001, Seattle, WA, 98104, and

\_\_\_\_\_, ("Manufacturer"), together with efficiently, the "Parties", and each individually, a "Party"), a

[Manufacturer ENTITY TYPE AND STATE OF INCORPORATION]

\_\_\_\_\_, with its principal place of business at [manufacturer ADDRESS]

WHEREAS, efficiently provides a cloud-based Item catalog ("Platform") allowing efficiently clients — such as designers, architects, builders, contractors, homeowners, and suppliers and other businesses supporting them ("Project Stakeholders") — access to Item images, details, specifications and authorized dealer contacts for inclusion in works ("Projects") prepared by Project Stakeholders, including without limitation, design plans, brochures, architectural drawings, project plans and the like.

WHEREAS, Manufacturer makes or creates such finish items ("Manufacturer Goods"), and publishes information about the Manufacturer Goods on the internet at

["Website"]

\_\_\_\_\_ and desires to make its offering of those items and their specifications known to Project Stakeholders submitting information, writings, illustrations and other content regarding them for distribution through efficiently's Platform;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties now agree:

### 1. Materials and Use.

a. Manufacturer makes certain information, data, and materials relating to the Manufacturer Goods available on its website, in its print catalogs and specification books, and in similar publications, including without limitation, product names, product line or series names, model numbers, photographs, designs, specifications, drawings, descriptions, features, quantities, blueprints, logos, trademarks, metadata, and the like (collectively, the "Materials

b. Subject to the terms of this Agreement, Manufacturer grants to efficiently a non-exclusive, worldwide, royalty-free, right to, either manually or automatically, reproduce, modify or prepare derivative works, distribute, publicly display and perform, scrape, download, store, copy, receive and otherwise use the Materials in connection with providing and marketing the Platform during the Term of the Agreement. efficiently has no obligation to feature any Materials, or to exercise its rights under this license. Manufacturer agrees that no obligation of any kind is assumed or may be implied against efficiently because of efficiently's use or non-use of the Materials.

**2. Delivery.** The Parties will communicate and work together in good faith to enable efficiently to ingest the Materials into the Platform, and to keep the Materials included in the Platform up-to-date and accurate. Manufacturer publishes the Materials on its Website. Notwithstanding any terms, conditions or restrictions associated with the Manufacturer Website or the Materials to the contrary, efficiently is permitted to publicly display or perform, prepare derivative works, and reproduce and distribute copies of Materials from the Manufacturer Website as relevant for identifying the Manufacturer Goods in the Platform. When and where practical, Manufacturer will provide efficiently with convenient means to keep the Materials used in the Platform up to date, for example by providing efficiently with access to any XML feeds, APIs, or other sources that may provide up-to-date Materials and information about the Materials.

**3. Representations.** Manufacturer represents and warrants that (i) it is the sole owner of the Materials or that otherwise it possesses all right and authority to license the Materials to efficiently upon the terms and conditions stated in this Agreement; and (ii) Manufacturer is solely responsible for the accuracy, veracity, and completeness of the Materials, and any updates thereto.

**4. Non-Exclusive Arrangement.** efficiently acknowledges that Manufacturer promotes the Manufacturer Goods through many channels other than efficiently, and Manufacturer is free to do so. And Manufacturer acknowledges that efficiently receives and incorporates into the Platform information and materials from many contributors about many goods and services, some of which compete with Manufacturer Goods or be similar or identical to them, and efficiently is free to do so. The Parties have no exclusive dealing arrangement.

## **5. Intellectual Property.**

a. Except as expressly set forth in this Agreement, neither Party assigns any right, title, or interest in, or grants any licenses under, any patent, copyright, trade secret, trademark, or other intellectual property right of such Party, whether by implication, estoppel, or otherwise.

b. Subject to Section 8.c, in the event Manufacturer discovers that a Project Stakeholder is using the Materials in violation of Manufacturer's intellectual property rights or otherwise unlawfully, efficiently will take all steps reasonably necessary to terminate that Project Stakeholder's access to any of those Materials through the Platform when Manufacturer requests that efficiently do so. For efficiently to take such action that request needs to demonstrate the violation by (i) identifying the Project Stakeholder; (ii) identifying the copyrighted work, trademark or patent infringed; (iii) demonstrating Manufacturer's ownership of that intellectual property; and (iv) evidence indicating that infringement is occurring or has occurred.

**6. Dispute Resolution:** Any and all disputes between Manufacturer and efficiently relating to this Agreement or its subject matter, will be resolved exclusively through confidential, final and binding arbitration. Binding arbitration will be conducted in Seattle, Washington, or such other place as agreed upon by the Parties, before a single arbitrator, before and pursuant to the then-applicable rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The single arbitrator will be selected pursuant to Rule 15 of the JAMS Comprehensive Arbitration Rules & Procedures. The arbitrator shall be required to follow and apply the law

that would be applicable to any such claim(s) as if it/they had been asserted in court, including as to any statute of limitations. The arbitrator will permit limited discovery including without limitation depositions, document production and interrogatories under the Federal Rules of Civil Procedure. The prevailing Party in any dispute is entitled to be reimbursed its reasonable attorneys' fees and costs. **Each Party understands and agrees that the arbitration comes instead of any civil litigation and that this means that each Party waives its rights to trial by jury.** The Parties further understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

**7. Relationship of the Parties.** The Parties are independent contractors and neither is an agent or representative of the other in performing this Agreement. This Agreement does not, and will not, be interpreted or construed to create or evidence any association, joint venture, partnership, or franchise between the Parties, or impose any partnership or franchise obligation or liability on either Party, or prohibit or restrict efficiently from accepting content submissions or performing any services for or providing any products to any third party.

## **8. Termination.**

a. The Agreement commences on the Effective Date and continues until terminated in accordance with this Section 8 (the "Term"). Either Party may terminate this Agreement upon 30 days' advance written notice. Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

b. Upon termination of this Agreement, efficiently will remove any Materials from being presented in the Platform or provided to Project Stakeholders, and any license Manufacturer has provided efficiently in that regard will expire. But, efficiently may continue to store the Materials on its systems until Manufacturer has requested in writing the return or destruction of such Materials. And materials that were selected by Project Stakeholders and incorporated into Projects prior to the date of termination will remain available to those Project Stakeholders after the date of termination.

c. Termination is Manufacturer's sole remedy for any breach or violation of this Agreement by efficiently. **UNDER NO CIRCUMSTANCES IS EFFICIENTLY LIABLE TO MANUFACTURER FOR DAMAGES FOR ANY ACTS OR FAILURES TO ACT RELATING TO THE MANUFACTURER GOODS, THE MATERIALS, THE WEBSITE OR ANY OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER DIRECT OR INDIRECT, REGARDLESS OF WHETHER THOSE DAMAGES COULD HAVE BEEN FORESEEN.**

**9. Miscellaneous.** This Agreement is binding upon and for the benefit of the Parties and their successors and assigns. Neither Party may assign this Agreement or any right hereunder, directly, indirectly, by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to do so is void. But either Party is permitted to assign its rights under this Agreement to any entity acquiring all or substantially all of its assets, or through a merger, or to any entity under its common ownership or control, so long as that successor entity assumes all of the assigning Party's obligations hereunder, and reasonably has the wherewithal to perform those obligations. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both Parties. Failure to enforce any provision of this Agreement does not constitute a waiver of any term hereof. This Agreement is governed by and construed and enforced in

accordance with the laws of the State of Washington as they apply to contracts entered into and wholly performed in the State of Washington. If any provision of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect, and the parties agree to replace such illegal, unenforceable, or invalid provision with a legal, enforceable, and valid provision that effects the original intent of the parties with respect to such provision. This Agreement is the entire agreement between the Parties. All notices hereunder will be sent to either Party at the address specified above, or such other address or contact as the respective Party may specify from time to time in accordance with the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**“Efficiently”**

EFFICIENTLY, LLC

By: \_\_\_\_\_

Name: Steve Taylor

Title: CEO

**“Manufacturer”**

By: \_\_\_\_\_

Name: **Signer Name** \_\_\_\_\_

Title: **Signer Title** \_\_\_\_\_