

## **PATENT LICENSE TERMS FOR SUPPLIERS**

### **1. DEFINITIONS**

- 1.1 “**Terms**” means these Patent License Terms for Suppliers.
- 1.2 “**Licensed Product**” means any product that reads on, or that was manufactured through a process that reads on, a Patent.
- 1.3 “**Licensee**” means supplier.
- 1.4 “**Licensor**” means The Coca-Cola Company.
- 1.5 “**Patent**” means any patent that is either owned by Licensor or to which Licensor has rights.

### **2. GRANT**

Subject to and expressly conditioned upon compliance with these Terms, Licensor grants to Licensee a non-exclusive, worldwide, royalty-free license to the Patent to make and sell the Licensed Product, but only for the sole benefit of Licensor, its subsidiaries and authorized bottlers, or any other parties approved by Licensor.

### **3. LIMITATIONS ON RIGHTS**

The license granted hereunder shall not be construed to confer any rights upon Licensee by implication, estoppel or otherwise, as to any other intellectual property or right not specifically conveyed herein. The rights granted herein are not sub-licenseable or transferable. The rights granted herein are subject to any restrictions on Licensor’s ability to grant rights to the Patent, and any limitations caused by rights to the Patent granted to other parties by Licensor that may exist now or in the future.

### **4. RECORD-KEEPING, AUDITING, REPORTING AND MARKING**

4.1 Licensee shall keep complete, true and accurate books of account at its principal place of business containing all particulars that may be necessary for the purpose of showing the Licensed Products sold by Licensee.

4.2 All such books of account shall be available for inspection by Licensor or its agents for the purpose of verifying compliance with these Terms upon three (3) business days advance notice by Licensor to Licensee. Such inspections shall occur no more frequently than quarterly and may be undertaken up to, but not later than, one (1) year following the expiration of these Terms. Should any such inspection lead to the discovery of Licensee’s non-compliance with these Terms, then Licensee agrees to pay the full cost of such inspection and any other amounts that may be owed as a result of the non-compliance within thirty (30) days.

4.3 On or before the last day of July and January, Licensee will provide Licensor a complete and accurate written report of the Licensed Products sold or leased during the preceding six-month period. These reports shall include at least the following information:

- 4.3.1 the number of Licensed Products sold; and
- 4.3.2 to whom the Licensed Products were sold and the quantities of each Licensed Product sold to each purchaser by country.

4.4 Licensee will mark each Licensed Product with the word “Patent” and the number or numbers of the patents on which the Licensed Product reads.

### **5. DISCLAIMER OF WARRANTIES**

5.1 Nothing will be construed as:

- 5.1.1 a warranty or representation by Licensor as to the validity or scope of the Patent;
- 5.1.2 a warranty or representation that anything made, used, sold, or otherwise disposed of under the rights granted in these Terms is, or will be, free from infringement of any rights of third persons;
- 5.1.3 a warranty or representation of any kind, either express or implied, or any responsibility whatsoever with respect to the use, sale, or other disposition by Licensee or its customers or other transferees of products incorporating or making use of the Patent;
- 5.1.4 a requirement for Licensor to file for, secure, or maintain the Patent;
- 5.1.5 an obligation on the part of Licensor to bring or prosecute actions or suits against third parties for infringement of any of the Patent;

5.1.6 an obligation on the part of Licensor to purchase any Licensed Products; or

5.1.7 an obligation to provide Licensee with any manufacturing or technical information, or any information concerning the Patent.

5.2 LICENSOR MAKES NO WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE WARRANTIES THAT MAY BE IMPLIED BY LAW SUCH AS THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. INFRINGEMENT**

Licensee agrees to promptly notify Licensor if it becomes aware of any infringement of the Patent. With respect to infringement of the Patent, Licensor will exclusively have the right to pursue any action for, and will exclusively be entitled to, any damages resulting from such infringement. In the event Licensor pursues an action for infringement, Licensee, at its expense, will reasonably cooperate with and assist Licensor.

## **7. INDEMNIFICATION**

For and in consideration of, and as a condition to, granting this license, Licensee will, at its own expense, defend, indemnify and hold harmless Licensor and its subsidiaries, authorized bottlers and customers, and each of their directors, officers and employees, from and against any and all liability, demands, damages, costs, expenses (including, but not limited to, attorney's fees) and losses arising out of the breach of any of these Terms, Licensee's use of the Patent, or the use, sale or other disposition of the Licensed Products; provided that Licensor promptly notifies Licensee of the bringing of any suit and provided further that Licensor renders reasonable assistance in the defense of any such suit.

## **8. TERM AND TERMINATION**

8.1 These Terms are only effective if there is an enforceable agreement that incorporates these Terms. These Terms will remain in effect only for so long as there continues to be such an agreement and will terminate once such agreement terminates or expires.

8.2 Licensor may terminate these Terms and the rights granted hereunder upon notice to Licensee. Upon termination, all rights to Patent shall immediately revert and return exclusively to Licensor. The provisions of these Terms will survive the termination of these Terms to the degree necessary to permit their complete fulfillment or discharge.

## **9. EXPORT CONTROLS AND EMBARGOS**

9.1 Licensee understands that the Licensed Product may be subject to export controls and embargos under the laws and regulations of the United States. Licensee agrees to comply with all export and embargo laws and regulations applicable to the Licensed Products, including maintaining accurate records of all sales and transfers of such Licensed Products. Licensee further agrees to obtain any necessary export license or other documentation prior to export or re-export of any Licensed Product. Further, Licensee shall give notice of the need to comply with any such applicable export law to any person, firm or entity which it has reason to believe is obtaining any such Licensed Product.

9.2 The following Web sites may assist the Licensee in determining its export and embargo obligations:

9.2.1 [www.bis.doc.gov](http://www.bis.doc.gov); and

9.2.2 [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

## **10. AMENDMENTS**

Licensor reserves the right to amend these terms at any time and without notice to Supplier (other than to update this posting) and Supplier agrees that its license will be subject to those amended terms as of the date of their posting.

## **11. EFFECT ON OTHER AGREEMENTS**

These Terms do not supersede any current or future right, limitation or obligation that may be specifically granted to, or imposed upon, Supplier with respect to any Patent in any other agreement. To the extent that there is a conflict between these Terms and any such specific right, limitation or obligation, the specific right, limitation or obligation will control.

*Revised: March 24, 2009*