TERMS AND CONDITIONS

Licensor will supply access to the Services according to these Terms and Conditions.

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings indicated:

"Agreement" means the entire agreement as between Licensor and Licensee, comprised of an Order Form and these Terms and Conditions.

"AI System" means an application, tool, model, or software which is designed to operate with varying levels of autonomy, generates outputs such as decisions, content, predictions, recommendations, and automated actions, and includes machine learning systems, large language models, generative AI platforms, and other artificial intelligence systems.

"Authorized Users" means, solely related to the academic operations of Licensee conducted at or from the Site, students currently enrolled at Licensee, staff of Licensee (including faculty, affiliated and researchers), whether full-time or part-time.

"Comments" means notes made and saved by Authorized Users on a non-confidential basis in text fields appended to the Content, with such functionality available only for certain Services.

"Commercial Use" means use for the purpose of monetary reward (whether by or for Licensee or an Authorized User) by means of the hire, loan, sale, resale, transfer, or other form of exploitation of the Content and Services. For the avoidance of doubt, neither use by an Authorized User of the Content or Services to perform research (a) by Licensee funded by a commercial organization, (b) as part of an internship sponsored by a commercial business for which the Authorized User receives course credit from Licensee, or (c) a reasonable fee charged by Licensee to recover costs of reproducing portions of the Content for an Authorized User, is deemed to constitute Commercial Use, provided that such use or reproduction otherwise complies with section 3.1.

"Content" means information comprised in the Services, and any copies or derivative works thereof, regardless of format.

"Course Pack" means a compilation of materials (i.e. book or report chapters, articles, extracts, presentations), with the source clearly identified, assembled by staff of Licensee for use by students of Licensee in specific courses of instruction offered by Licensee, provided that this defined term also includes the similar practice of course reserves.

"Downloading Limits" means the downloading limits on Content as specified in the Downloading Limits Policy, referenced on the Order Form, in effect as of the Start Date for each Term or Renewal Term (defined below).

"Fee" means the fee set out in the Order Form and payable to Licensor.

"Hosted Information" means a report or other information supplied by a third party and incorporated into the Services.

"Insubstantial Extract" means an immaterial portion, subset, or abstract of the Content, with the source clearly identified, that has no independent commercial value as a product or service, could not be used as a substitute for the Services, excludes any statistical models or analytic methodologies present in the Content, and complies with Licensee's plagiarism policy.

"IP Rights" means any intellectual property or proprietary rights, including but not limited to patents, copyrights, trademarks, trade secrets, database rights, moral rights, confidential information, and know how, recognized in any country or jurisdiction in the world (including, without limitation, such intellectual property or proprietary rights as may be licensed to a Party and with respect to which such Party may have the right to sublicense); registrations of, and applications for or disclosures regarding, any of the foregoing; and the right to sue for any present or past violation, infringement, or misappropriation of any of the foregoing.

"License" means the rights granted to Licensee pursuant to section 3.

"Licensee" means the individual legal entity specified on the Order Form as a purchaser of the Services.

"Licensor" means the services provider identified in the Order Form.

"Order Form" means the form by which Licensee orders the Services and accepts this Agreement and which specifies, among other things, the Fee, format and level of Services, Start Date, End Date, and Site.

"Party" and "Parties" refer to Licensor and Licensee, individually and together, respectively.

"Services" means data, research, analysis, analytics, and reporting services, all as more particularly specified on the Order Form. The Services may include compilations of marketing material, including images of marketing material distributed by Licensee and third parties, all supplied by Licensor as part of a news reporting function together with accompanying analysis and commentary.

"Site" means Licensee's physical premises, including libraries operated by Licensee, as specified on the Order Form.

"Start Date" and "End Date" mean the dates on which the License starts and ends, respectively, as specified on the Order Form.

"Substantial Extract" means a portion, subset, or abstract of the Content, with the source clearly identified, reproduced to the extent reasonably necessary for private study and academic research, scholarship, and instruction by and among Authorized Users only.

"Taxes" means any sales, use, excise, value-added, or other taxes applicable to the Services as rendered under this Agreement (excluding ordinary personal property taxes, Licensor's corporate franchise taxes, or taxes based on Licensor's net income or status as an employer).

"Term" means the term of the Agreement as defined in section 10.1

"Website" means websites, including www.comperemedia.com, www.mintel.com, and www.gnpd.com, owned and operated by Licensor that may be amended or deployed at alternate URL addresses by Licensor from time to time.

2. FEE, PAYMENT, AND TAXES

2.1 Fee and Payment. Unless indicated otherwise in the Order Form, Licensee will pay the Fee to Licensor within thirty (30) days of receipt of Licensor's invoice. For each year of a multiple year Term and for each Renewal Term, Licensor will invoice the Fee year by year. Licensor may issue any invoice in electronic or print format. A fee for late payments will be assessed equal to the lesser of one and one half percent (1.5%) per month and the maximum rate permitted by law. If Licensee requires Licensor to reference a purchase order number on an invoice, then Licensee will provide such number to Licensor no later than three (3) days after the Start Date.

2.2 Taxes. Unless indicated otherwise in the Order Form, the Fee excludes Taxes. Each Licensor invoice will itemize Taxes. Licensor will apply any Licensee payment first to Taxes and thereafter to the Fee. Licensee will provide Licensor with Licensee addresses in each jurisdiction within the Territory for which the same are required for purposes of identifying and calculating Taxes. Licensee will pay or reimburse Licensor for any Taxes for which either Party may become or be held responsible, and Licensor will remit such amounts to the appropriate taxing authority and keep appropriate records of the assessment and payment of the Taxes. Licensor exclusively will be liable for any penalties, interest, and other charges of any jurisdiction arising from Licensor's failure (a) to assess, or timely to assess, any applicable Taxes (provided that Licensee will remain liable for the underlying Taxes that Licensor failed to assess) or (b) to remit to the appropriate taxing authority any amounts collected from Licensee for Taxes. Licensor reasonably will cooperate with Licensee in Licensee's efforts lawfully to minimize any Taxes and to claim a refund of paid Taxes. Notwithstanding the foregoing, if Licensee is a public entity, then Licensee represents that it is exempt from Taxes, and Licensee will provide a certificate of tax exemption upon written request.

3. PERMITTED USES

3.1. Grant of License. Subject to these Terms and Conditions, Licensor grants to Licensee a limited, non-exclusive, and non-transferable right and license during the Term for Authorized Users to access via the Website and use the Content and Services for private study and academic research, scholarship, and instruction, and not for a Commercial Use, solely as follows:

3.1.1. Use, Display, and Print. View, retrieve, prepare derivative works of, and display the Content, plus print a Substantial Extract;

3.1.2. Download. Download and save the Content, with the source clearly identified, but in no event more than the Downloading Limits;

3.1.3. Intra-Licensee Use. Provided that the source is clearly identified, reproduce a Substantial Extract and distribute it to Authorized Users;

3.1.4. Scholarly Use. Reproduce and distribute Insubstantial Extracts in an Authorized User's academic research, scholarship, and instructional works;

3.1.5. Course Packs. Collate, reproduce, and distribute a Substantial Extract in Course Packs; and

3.1.6. Caching. Make such local digital copies of the Content as are necessary to ensure efficient use by an Authorized User of an appropriate browser or other software.

3.2. Post-Term Use. After the Term, Licensee and Authorized Users indefinitely may use Content saved in compliance with section 3.1.2, provided that such use otherwise complies with sections 3.1 (other than section 3.1.2) and 4.

4. PROHIBITED USES

4.1 Generally. Except as otherwise permitted in this Agreement, neither Licensee nor an Authorized User may:

4.1.1 Remove, obscure, or alter any copyright notices and other identification or disclaimers as they may appear in the Content or Services;

4.1.2 Systematically reproduce the Content for any purpose;

4.1.3 (a) Use automated means to analyse the Content for a purpose unrelated to the topic of the Content, (b) utilize or share the results of such analysis in academic research, scholarship, and instruction, or (c) grant access to such results for use by others;

4.1.4 Reverse-engineer, sell, resell, or otherwise distribute the Content or Services, including distribution of Content for scholarly collaboration;

4.1.5 Provide a hyperlink to Content, other than an Insubstantial Extract in use as contemplated in section 3.1.4, from a website operated or managed by Licensee or an Authorized User so that such Content is accessible other than by an Authorized User;

4.1.6 Without prior written consent from Licensor (which shall not be unreasonably withheld) publish, broadcast, or display any Content in public; or

4.1.7 Use the Content or Services for a Commercial Use.

4.2 Licensee-Specific. Licensee may not:

4.2.1 Indices. Use the Content in connection with the preparation of or access to integrated indices to the Content, including author, article, abstract, and keyword indices; and

4.2.2 Interlibrary Loan. Fulfill requests for copies of Content or access to the

Services from other institutions, such as under the practice commonly called Interlibrary Loan.

4.3 Prohibited Use with AI System. Notwithstanding section 3, neither Licensee nor an Authorized User may reproduce or otherwise use the Content, or permit or facilitate another to do so, as an input for any AI System or in order to generate any content through, or to build, train, validate, update, or otherwise develop, an AI System, including any such system that is capable of generating works in the same style or genre as the Content and Services.

4.4 Infoscan Data. The purchase or use of any Content containing Infoscan Data by (or disclosure to) a Non-Participating Retailer or its employees (or its agents and professional advisors working on its account) is prohibited. Accordingly, notwithstanding anything to the contrary in section 3, neither Licensee nor an Authorized User knowingly will disclose any Content containing Infoscan Data to a Non-Participating Retailer. For purposes of this section 4.4, "Non-Participating Retailer" means a retailer and its subsidiaries, each as defined by Circana, LLC, formerly known as Information Resources, Inc. ("Circana"), where the retailer, or one of its associated companies, has declined to participate in Circana's Infoscan information service by not providing its data to Circana. A current written list of Non-Participating Retailers and subsidiaries (as notified to Licensor by Circana) is available from Licensor at any time, or as linked at the Website. As of the Start Date, Non-Participating Retailers are Aldi, Amazon, Costco, Dollar Tree, Lidl, Trader Joe's, and Whole Foods.

5. UNDERTAKINGS BY LICENSEE

5.1 Publishing Schedules. Licensee acknowledges that future publishing schedules of the Content are subject to modification from time to time, in common with standard industry practice.

5.2 Protection of IP Rights. As between Licensee and Licensor, Licensor owns all right, title, and interest in and to the Services and any Content owned or licensed by Licensor, including all IP Rights therein. Subject to the License granted, Licensee will not act in a manner inconsistent with such ownership. In light of the IP Rights of Licensor in the Services, Licensee will:

5.2.1 Impede no notice within the Services to Authorized Users about the rights and obligations for access to and use of the Content and Services according to the Agreement;

5.2.2 Immediately on becoming aware of any activity that contravenes such rights and obligations, notify Licensor and take appropriate steps to desist such activity and to prevent any recurrence;

5.2.3 Issue passwords or other access information only to Authorized Users and ensure that Authorized Users do not divulge their passwords or other access information to any third party; and

5.2.4 Permit or facilitate no access to the Services other than by Authorized Users.

5.3 Disclosure to Supplier of Hosted Information. Licensee acknowledges that when the Services include any Hosted Information, Licensor will share with the supplier of the Hosted Information certain usage volume, pricing, and other relevant information regarding Licensee, but no personally identifiable information about an Authorized User.

5.4 No Action to Impede Services. Licensee neither will use the Services in any manner that could damage, disable, overburden, or impair the Services nor interfere with any other party's use and enjoyment of the Content and Services.

5.5 Comments. Licensee will ensure that neither libellous nor profane language appears in the Comments and will be responsible to migrate any Comments outside the Services for use after the Term. Licensor is not responsible for

the content of any Comments or to preserve any Comments after the Term.

5.6 Authentication. As reasonably possible under Licensee's authentication regimen, Licensee will accommodate authentication protocols that conform to current industry standards and will cooperate with Licensor to implement new authentication protocols and procedures as they are developed during the Term.

5.7 Records; Audit. Licensee will keep all records necessary to verify its compliance with this Agreement and grants to Licensor access to, and the right to examine upon reasonable notice, Licensee's records relevant to this Agreement during Licensee's normal business hours.

5.8 Effect of Merger or Acquisition. If Licensee acquires, is acquired by, or merges with an entity which also is a licensee of the Services, and if the License terminates before the license of the other entity terminates, then the Term will extend until the end of the term of the other license, and the fee payable under the extended Term will increase, on a pro rata basis, by five percent (5%) over the then-applicable Fee.

6. UNDERTAKINGS BY LICENSOR

6.1 Website. Licensor will make the Content and Services accessible via the Website. Licensor will use commercially reasonable efforts to do the following regarding the Website:

6.1.1 Capacity. Ensure that its server has adequate capacity and bandwidth to support access by Licensee to the Website at a level commensurate with the standards of availability for information services of similar scope operating via the internet, as such standards evolve during the Term; and

6.1.2 Availability. Make the Website available at all times, save for routine maintenance, and restore access to the Website as soon as reasonably practicable in the event of an interruption or suspension of the Services.

6.2 Authentication. Licensor may identify and authenticate an Authorized User before access to the Services is granted. Licensor will use commercially reasonable efforts to provide authentication protocols that conform to current industry standards and will cooperate with Licensee to implement new authentication protocols and procedures as they are developed during the Term.

6.3 Support. Licensor will provide commercially reasonable levels of training to Licensee staff and of continuing support to Authorized Users in the use of the Services, including help files posted at the Website.

6.4 Usage Data. Upon request, Licensor will use commercially reasonable efforts to provide to Licensee anonymized information about usage of the Services by Authorized Users.

6.5 Web Content Accessibility Guidelines. Licensor will utilize assistive software or devices, such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces, in order to improve compliance with the Web Content Accessibility Guidelines 2.2, Level A and Level AA (WCAG 2.2, Level A and AA) standard. Upon request, Licensor will provide a report about the degree to which the Services conform to such standard. Licensor also will respond promptly to all issues regarding accessibility of the Services which are brought to its attention.

6.6 Reduction in Services.

6.6.1 Infringement; Objectionable. Licensor may withdraw from the Services, at any time and from time to time, any Content which Licensor reasonably believes infringes IP Rights, contains errors, or is defamatory, obscene, unlawful, or otherwise objectionable.

6.6.2 Reduction Warranting Refund. Upon notice to Licensee, Licensor may withdraw from Licensee any media channels, sections, or data contained in

the Services. Except for a withdrawal of Content pursuant to section 6.6.1, if the portion of the Services so withdrawn comprises ten percent (10%) or more of the Content, then Licensor promptly will make a pro rata refund of any fully paid Fee (plus a pro rata amount for any Taxes paid to Licensor) for such portion.

7. REPRESENTATIONS AND WARRANTIES

7.1 By Both Parties. Each Party represents and warrants to the other Party that (a) it has legal authority and an unrestricted right to enter into and perform this Agreement and (b) the individual who executes this Agreement on its behalf has been duly authorized by the Party to do so and legally to bind the Party.

7.2 By Licensor. Licensor represents and warrants to Licensee that (a) Licensor will perform its obligations under this Agreement with the diligence and professionalism of other similar companies in the industry, but in no event with less than due care, and (b) the Services substantially will perform in accordance with the Services specifications found in Licensor's Help Center (https://help.mintel.com), as it may be amended or deployed at alternate URL addresses by Licensor from time to time.

7.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS," AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LICENSOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, CURRENTNESS, OR COMPLETENESS, OR THE PERFORMANCE OR RESULTS THAT LICENSEE MAY OBTAIN FROM USE, OF THE CONTENT.

7.4 Limited Remedy for Service Failure. IF, NOTWITHSTANDING SECTION 10.3.1(a), THE SERVICES FAIL TO PERFORM ACCORDING TO SECTIONS 6.1 AND 7.2(b) FOR MORE THAN FIVE (5) BUSINESS DAYS IN ANY CALENDAR YEAR ("DEFICIENCY THRESHOLD"), THEN LICENSOR'S OBLIGATION SHALL BE LIMITED TO USING ITS REASONABLE EFFORTS TO REMEDY SUCH DEFICIENCIES OR, AT ITS OPTION, TO CANCELLING, CREDITING, OR REFUNDING THE FEE ALLOCABLE TO ANY SUCH PERIOD IN EXCESS OF THE DEFICIENCY THRESHOLD.

8. INDEMNIFICATION

8.1 Generally. A Party ("Indemnifier") will indemnify, hold harmless, and defend the other Party, including the other Party's officers, directors, employees, agents, affiliates, successors, and permitted assigns (together, "Indemnifieds"), from and against any claim, demand, complaint, or action (together, "Action") which arises from (a) the Indemnifier's negligent conduct resulting in personal injury, death, or tangible property damage, (b) grossly negligent conduct, fraud, or willful misconduct, or (c) failure by the Indemnifier materially to comply with any applicable law in its performance under this Agreement.

8.2 Infringement Indemnity. Licensor will indemnify, hold harmless, and defend Licensee Indemnifieds from and against any Action which arises from a claim of infringement of copyright or any other IP Right stemming from use by Licensee or an Authorized User of the Content and Services in compliance with this Agreement. Licensee will indemnify, hold harmless, and defend Licensor Indemnifieds from and against any Action which arises from a claim of infringement of copyright or any other IP Right stemming from use by Licensee or an Authorized User of the Content and Services not in compliance with this Agreement.

8.3 Procedure. Whenever the Indemnifier is required to indemnify the Indemnified under this section 8, the Indemnified promptly will notify the Indemnifier of any third party action and cooperate with the Indemnifier at the Indemnifier's sole cost and expense. The

Indemnifier immediately will take control of the defense and investigation of such action and will employ counsel of its choice to handle and defend the same, at the Indemnifier's sole cost and expense. The Indemnifier will settle no action in a manner that adversely affects the rights of the Indemnified without the Indemnified's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. The Indemnified's failure to perform any obligations under this section will not relieve the Indemnifier of its obligations under this section 8 except to the extent that the Indemnifier can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnified may participate in and observe the proceedings at its own cost and expense.

8.4 Scope. The Actions covered under the foregoing indemnity obligations include all settlements, losses, liabilities, judgments, court costs, reasonable attorney fees, fines, penalties and other litigation costs and expenses arising from or related to such matters.

9. LIMITATION OF LIABILITY

9.1 Limitations on Indirect Damages. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

9.2 Cap on Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES STEMMING FROM THIS AGREEMENT IN EXCESS OF THE TOTAL FEES PAYABLE TO LICENSOR FOR THE FIRST TWELVE (12) MONTHS OF THE TERM.

9.3 Exclusions. NOTWITHSTANDING SECTIONS 9.1 AND 9.2, NO LIMITATION OF LIABILITY APPLIES TO DAMAGES ARISING FROM:

(a) UNLICENSED DISTRIBUTION OF CONTENT;
(b) INDEMNITY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION); OR
(c) ANY BREACH UNDER SECTION 11 (CONFIDENTIALITY).

9.4 Exclusion regarding Authorized Users. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSEE IS NOT LIABLE FOR A VIOLATION OF THIS AGREEMENT BY AN AUTHORIZED USER, PROVIDED THAT LICENSEE HAS ABIDED BY SECTION 5.2, AND PROVIDED FURTHER THAT LICENSEE ABETTED NO SUCH VIOLATION OR ITS CONTINUATION.

9.5 Time Limitation. Neither Party will be liable for any claim arising out of or in connection with this Agreement brought more than one (1) year after the Party knew, or should have known, that the cause of action had accrued, except that the foregoing time limitation does not apply to tax and indemnity matters.

9.6 Essential Purpose Unmet. The limitation of liability under this section 9 will apply notwithstanding any failure in the essential purpose of any limited remedy.

10. TERM AND TERMINATION

10.1 Term. Unless terminated early pursuant to section 10.3, the License will commence on the Start Date and continue through the End Date, then automatically will renew for consecutive twelve (12) month periods thereafter ("Renewal Term") unless a Party serves notice of nonrenewal at least ninety (90) days before the then current Term ends.

10.2 Fee for Renewal Term. The Fee for each Renewal Term will be the Fee for the preceding Term, increased by five percent (5%).

10.3 Early Termination; Other Remedies.

10.3.1 By Either Party. A Party may terminate this Agreement:

(a) upon fourteen (14) day prior notice to the other Party following any material breach by the other Party of this Agreement and the failure of the other Party to cure such breach prior to the expiration of such fourteen (14) day period and

(b) immediately upon notice based on (i) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the other Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of the other Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (ii) the other Party consenting to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; (iii) the other Party making a general assignment for the benefit of creditors; (iv) the other Party becoming insolvent; or (v) the other Party taking any corporate action to authorize any of the foregoing.

10.3.2 By Licensor: Termination, Suspension, and Acceleration. Licensor may terminate, suspend its performance under, and/or accelerate the terms of payment of the Fee under this Agreement:

(a) promptly upon failure by Licensee timely to provide a purchase order number pursuant to section 2.1;

(b) immediately upon any threatened or actual breach of section 4.1.4, 4.1.5, 4.1.6, or 4.4;

(c) upon five (5) day prior notice to Licensee of any breach of section 4.2 or 4.3 and such breach goes uncured within such notice period; or

(d) upon ten (10) day prior notice to Licensee based on Licensee's failure timely to pay any Fee.

10.3.3 By Licensor: Termination of Access for Authorized User. If an Authorized User violates section 4, then (a) Licensor may terminate such Authorized User's access to the Services, (b) Licensor may terminate access to the Services by any Internet Protocol address utilized by such Authorized User, (c) upon Licensor's request, Licensee will terminate such Authorized User's access to the Services, or (d) Licensor may elect a combination of the foregoing, provided that Licensor will take no such actions without first providing reasonable notice to Licensee and cooperating with Licensee to prevent any recurrence.

10.4 Effect of Termination. Upon termination of the Agreement, (a) Licensee immediately will (i) pay all Fees that are due and payable, including any late fee pursuant to section 2.1 and (ii) delete all Content saved other than in accordance with section 3.2, (b) any unused allocation of Services with flexible delivery dates, such as surveys and analyst hours, will expire, and (c) access to the Services will terminate.

10.5 Refund for Termination Against Licensor. On termination of this Agreement due to a material breach of this Agreement by Licensor, Licensor forthwith will repay to Licensee a pro rata refund of the Fee for the unexpired portion of the Term.

10.6 Survival. The respective obligations of the Parties that by their nature would survive termination of this Agreement shall survive its termination, including sections 2, 3.2, 4, 5.2 - 5.4, 5.7, 8, 9, 10.4, 11, and 12.

11. CONFIDENTIALITY

11.1 Generally. The terms of this Agreement, including pricing, and any information and data that either Party receives from or on behalf of the other Party about matters relating to each Party's respective business, including any technical or business information, data collection, production, or editorial technique or scheduling, process, experimental work, trade secret, user name or password for use at the Website, or any other confidential matter, is proprietary and confidential information of the disclosing Party ("Confidential Information"), including without limitation any information that is marked as "confidential" or reasonably should be understood to be confidential or proprietary to the disclosing Party. Each Party will treat confidentially the other Party's Confidential Information to the extent permitted by law. Specifically, neither Party will use Confidential Information of the other Party except for purposes contemplated by this Agreement or disclose it except on a need to know basis to employees and authorized representatives who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations no less stringent than those of this section 11. Each Party will use the same degree of care, but no less than a reasonable degree of care, as it uses with respect to its own similar information in order to protect the Confidential Information of the other Party. Upon request, a Party will deliver to the other Party or certify destruction of any documents and materials constituting Confidential Information of the other Party, provided that neither Party is obligated to destroy or purge Confidential Information that is maintained as part of its automatic back-up archiving practice, or bona-fide records retention policy, provided further, however, that any such Confidential Information so retained shall remain subject to the confidentiality obligations contained herein.

11.2 Exceptions. The non-use and confidentiality obligations under this section will not apply to information that:

(a) the receiving Party can document was already lawfully in the receiving Party's possession before receipt from the disclosing Party;

(b) is or becomes publicly available through no fault of the receiving Party;

(c) is rightfully received by the receiving Party from a third party without a duty of confidentiality;

(d) is independently developed by the receiving Party without a breach of this Agreement; or

(e) is disclosed as required by a government body or court of law, provided that the receiving Party provides reasonable advance notice to the disclosing Party so that the disclosing Party may contest the disclosure or seek a protective order.

11.3 FOIA. Notwithstanding section 11.1, if Licensee is a public entity, then nothing herein requires Licensee to violate any freedom of information legislation enacted by the state in which Licensee is organized ("FOIA"), provided that if such FOIA or other similar law permits Licensee to exempt proprietary information, such as the Content, from the disclosure requirements of such law, then Licensee will honor such exemption.

11.4 Injunctive Relief. Each Party acknowledges that injury from improper disclosure of Confidential Information may be irreparable. Accordingly, the injured Party is entitled to seek equitable relief, including a temporary restraining order and a preliminary injunction, without the posting of any bond or other security, in addition to all other remedies.

12. GENERAL

12.1 Assignment. Neither Party will assign or transfer this Agreement or any of the rights or benefits hereunder, in whole or in part, without the prior written consent of the other, such consent not to be unreasonably withheld, conditioned, or delayed.

12.2 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, previously made with respect to the subject matter of this Agreement are expressly merged in and made a part of this Agreement. Upon execution of this Agreement, no further vendor registration or documentation from Licensor or approval by any Licensee department is required to authorize performance by Licensee, including payment of the Fee. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties. No purchase order issued by Licensee will modify or amend this Agreement, even where the purchase order is signed by Licensor. In the event of a conflict between these Terms and Conditions and an Order Form, the Order Form will prevail.

12.3 Notices. All notices, demands, and other communications provided for or permitted hereunder will be made in writing and will be by personal delivery, commercial courier service, email, or registered or certified first-class mail, return receipt requested, to each Party's respective geographic address or email address identified in the Order Form or to such other geographic address or email address as one Party will notify the other Party. All such notices and communications will be deemed to have been duly given when delivered, if delivered in person or by commercial courier service; upon confirmed electronic transmission, if sent via email; and five (5) business days after being deposited in the mail, postage prepaid, if mailed.

12.4 Force Majeure. Neither Party will be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control, including without limitation any act of God, government act, war, fire, flood, explosion, officially declared public health emergency or pandemic, riot, or civil strife, provided that the non-performing Party resumes performance of its obligations as soon as practicable after such cause abates or ends. Notwithstanding the foregoing, payment obligations of Licensee are excluded for purposes of this section.

12.5 Waiver. The waiver by either Party of any right under this Agreement or of the failure to perform or of a breach by the other Party will not be deemed a waiver of any other right under this Agreement or of any other breach or failure by the other Party whether of a similar nature or otherwise.

12.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the minimum extent necessary without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

12.7 Choice of Law and Jurisdiction; Legal Fees. This Agreement will be governed by and construed in accordance with laws of England and Wales. Neither Party will commence or prosecute any action, suit, proceeding, or claim arising out of or related to this Agreement other than in the courts located in London, England. Each party irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding, or claim. In any suit, arbitration, mediation, or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the substantially prevailing party will be entitled to recover its costs, including reasonable attorney fees, including without limitation, costs and fees incurred on appeal or in a bankruptcy or similar action.

12.8 Data Processing Agreement. This Agreement incorporates the data processing agreement for syndicated services located at www.Mintel.com/Data-Protection.

12.9 Independent Contractors. This Agreement is not intended to create or evidence any agency, partnership, joint venture, or similar relationship of any kind whatsoever, between the Parties. Neither Party shall, by virtue of this Agreement, have any right or power to create

any obligation, express or implied, on behalf of the other Party.

12.10 Headings. The captions to the sections of this Agreement are not a part of this Agreement, but are merely guides or labels to assist in locating and reading this Agreement.