

LABEL INSIGHT TERMS & CONDITIONS

Parties:

“Label Insight”:	NIELSEN CONSUMER LLC , with its registered address at 200 W Jackson Blvd, Chicago, Illinois 60606, USA.
The “User”:	a Label Insight customer that orders or receives any Service from Label Insight. Where the context requires, ‘User’ shall also include: (i) any officers, employees, agents and/or contractors that work for or on behalf of such User entity; and (ii) any User Affiliates, provided that they are authorized by an Order.

These Label Insight Terms & Conditions (“**Agreement**”) are comprised of the following elements:

- the core legal terms are contained in Schedule 1. These terms share common elements across all Label Insight Services;
- Schedule 2 contains a list of definitions which are used throughout the Agreement;
- Service specific legal terms are separated into Service Schedules; and
- an Order / SOW will set out the applicable commercial terms e.g. the fees, any Product / Deliverables volumes and the duration that the each Service will be provided for.

SCHEDULE 1: STANDARD TERMS & CONDITIONS

1. ENGAGEMENT

- 1.1 This Agreement will become legally effective (and creates a binding contract between the parties) upon the User confirming its acceptance of this Agreement by any means, including:
- 1.1.1 signing an SOW or approving an Order which incorporates this Agreement by reference;
 - 1.1.2 signing this Agreement on the signature page either by hand or electronically;
 - 1.1.3 ticking an opt-in acceptance box on a Label Insight website or application; or
 - 1.1.4 using any of the Services after receipt of this Agreement,
- on which date this Agreement will come into existence (“**Effective Date**”) and will continue in force until terminated in accordance with its terms.
- 1.2 Each Service Schedule will be effective when the User uses a Service that corresponds with the relevant Service Schedule.
- 1.3 This Agreement sets out the full contractual basis of the parties’ relationship for all current and future dealings between the parties relating to its subject matter. It is the ‘entire agreement’ between the parties and therefore:
- 1.3.1 all pre-contractual communications are not legally binding;
 - 1.3.2 the Agreement supersedes all previous agreements;
 - 1.3.3 all User terms and conditions and policies do not have any legal effect in relation to this Agreement or the Services; and
 - 1.3.4 any terms implied by trade, custom, practice or course of dealing are excluded from this Agreement, and in entering into this Agreement, neither party is relying on anything that is not set out in the Agreement. No remedies for misrepresentation or misstatement (either innocent or negligent) will apply.

2. INTERPRETATION

- 2.1 In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
- 2.1.1 any variation agreement (*agreed by the parties in writing from time to time*);
 - 2.1.2 any Product Approval Terms;
 - 2.1.3 any Order / SOW (*the most recent version taking priority over previous versions*);
 - 2.1.4 the Standard Terms & Conditions (*Schedule 1 of this Agreement*); and
 - 2.1.5 any other Schedule of this Agreement (*in descending order of appearance in this Agreement*).
- 2.2 In this Agreement, unless the context requires otherwise, the following rules of interpretation apply: (i) **clause headings, clause summaries, visual elements / illustrations and/or context boxes (starting with the phrase ‘FOR CONTEXT’) are for reference purposes only - they do not have legal effect and shall not affect the interpretation of this Agreement;** (ii) any capitalized terms in this Agreement will have the meaning set out in Schedule 2 (*Definitions*) or alternatively within the body of this Agreement (placed within quotation marks and marked in bold text), unless otherwise stated; (iii) any clauses referred to in a Schedule to this Agreement refer to a clause within that specific Schedule, unless otherwise stated; (iv) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and (v) the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding / following those terms.

3. CHARGES & PAYMENT

- 3.1 In the event that any fees are payable between the parties, the parties agree to negotiate suitable payment provisions in good faith.

4. LABEL INSIGHT PLATFORMS

- 4.1 The User may be provided with access to certain Platforms as part of the Services, which may be subject to the User (and/or its representatives) agreeing to additional terms and conditions. The User agrees to comply with the Platform Access Terms at Schedule 13 and the User agrees to procure its representatives’ compliance with the Platform Access Terms in relation to their access to the Platform(s).
- 4.2 Subject to circumstances outside of Label Insight’s reasonable control, Label Insight aims to keep the Platforms operational: (i) for a minimum of 99% of the time during Working Hours; (ii) 95% of the time overall; and (iii) so that 95% of all Users can log-on within five minutes of their first attempt on any occasion.

(3) FOR CONTEXT: We do not offer service credits or other specific remedies for Platform uptime, but it is in our commercial interest to ensure that our systems are available for all of our customers on a consistent basis.

- 4.3 Label Insight shall use reasonable endeavors to publish the times of planned system outages in the Platforms. So far as is reasonably practical, Label Insight shall aim to keep any planned system outages outside of Working Hours and shall aim to keep such outages under four hours' continuous duration on each occasion.
- 4.4 Label Insight reserves the right to change the Platforms' IP address or URL from time to time, e.g. where Label Insight makes any changes to its Servers.
- 4.5 The Deliverables can only be uploaded to, or downloaded from, the Platforms in accordance with the transfer methods made available by Label Insight to the User from time to time. Where the User requests Label Insight to use alternative transfer methods, this will be subject to commercial terms and costs (to be negotiated by the parties in good faith and agreed in writing).
- 4.6 Where required for the relevant Services under an Order, each User representative (as requested by the User) will be provided with their own unique Login Information to access the Platforms. The User must keep any Login Information strictly confidential and not disclose it to anyone. The User's administrators are responsible for ensuring that access controls are appropriate for each User representative. Label Insight will not have any liability in relation to any unauthorized use of the Platforms through the User's Login Information;
- 4.7 Without prejudice to clause 4.6, the User undertakes to notify Label Insight immediately upon the User becoming aware, or suspecting, that any User Login Information has been used, or may be known, by any third party.
- 4.8 IN THE EVENT THAT A USER REPRESENTATIVE WITH LOGIN INFORMATION CEASES TO BE EMPLOYED OR ENGAGED BY THE USER, THE USER MUST ENSURE THAT SUCH INDIVIDUALS DO NOT CONTINUE TO USE THAT LOGIN INFORMATION. THE USER WILL INDEMNIFY AND KEEP LABEL INSIGHT AND ITS AFFILIATES INDEMNIFIED AGAINST ALL LOSSES, COSTS AND LIABILITIES AND ALL EXPENSES, INCLUDING REASONABLE LEGAL OR OTHER PROFESSIONAL EXPENSES, SUFFERED OR INCURRED BY LABEL INSIGHT AND/OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM RELATING TO THE UNAUTHORIZED USE OF ANY LOGIN INFORMATION.

(4) FOR CONTEXT: We do not have visibility when you have personnel changes, so it is your responsibility to ensure that only your current staff have access to the Platforms.

- 4.9 No warranty or representation is given or made by Label Insight in relation to the quality or suitability (including the presence of any Viruses) of any electronic material that may be accessed or downloaded from the Platforms. Label Insight disclaims all liability resulting from interruptions, data and formatting distortions and unauthorized access to the User's account in the Platforms.

(5) FOR CONTEXT: If you encounter issues with any content that you have accessed from the Platforms, we shall seek to resolve the issue promptly, but we will not have any liability for the affected content.

5. USER OBLIGATIONS

- 5.1 The User will:
 - 5.1.1 only use the Services for lawful purposes;
 - 5.1.2 permit Label Insight to publish the name and standard logo of the User as a user of the Label Insight Services for the duration of this Agreement;
 - 5.1.3 ensure that Label Insight has up-to-date contact details for the User's technical support contact at all times during the term of this Agreement;
 - 5.1.4 not use the Services to receive, store or transmit material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or that infringes a third party's IPR;
 - 5.1.5 not transmit or cause to be transmitted through the Services any Virus to any computer or systems of Label Insight or any third party. The User must ensure that an appropriate and up-to-date Virus protection program and firewall (both compliant with good industry standards) is installed and used on any device used by the User to access the Services; and
 - 5.1.6 not use automated systems or software to extract any data, content or material from the Platforms or any websites which feature or contain the Deliverables, unless Label Insight has provided its prior written consent.
- 5.2 The User acknowledges and agrees that any email link generated by the User to download or access any Deliverables from the Platforms is solely within the User's control and therefore the User has sole risk and responsibility for this.
- 5.3 In the event that the User wishes to appoint a third party (who is engaged with, or who is acting on behalf of, the User) to have a royalty-free right to access the Deliverables within the User's account with Label Insight, the User may submit a request to Label Insight in writing. Label Insight will promptly consider the request, acting reasonably and in good faith (taking into account a range of factors, including, without limitation, the commercial impact to Label Insight). Label Insight will notify the User of its decision within a reasonable period and the User acknowledges that Label Insight's approval of the third party access request may be subject to specific conditions, including, without limitation, requiring the third party to enter into a TPA with Label Insight.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in this Agreement will transfer the IPR ownership rights in the User's Products and such rights will remain with the User.
- 6.2 Any IPR created, brought into existence, or acquired, by Label Insight during the term of this Agreement in providing the Services will vest and remain vested in Label Insight.
- 6.3 The User acknowledges and agrees that the licence to use the Deliverables is personal to the User's corporate entity. Any use by any User Affiliates will be subject to the relevant Affiliate entering into a separate agreement with Label Insight.
- 6.4 Label Insight warrants that the Platforms (excluding any Deliverables contained within the Platforms) shall not infringe any third party copyright, trade marks, service marks, database rights, design rights and/or moral rights.

7. LIMITATION OF LIABILITY

- 7.1 NOTWITHSTANDING ANY OTHER PROVISION, THIS CLAUSE 7 SETS OUT THE LIMIT ON THE ENTIRE FINANCIAL LIABILITY OF EACH PARTY.
- 7.2 NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF EITHER PARTY: (I) FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (II) FOR ANY DAMAGE OR LIABILITY INCURRED BY A PARTY AS A RESULT OF FRAUD OR FRAUDULENT MISREPRESENTATION BY THE OTHER PARTY; (III) UNDER ANY INDEMNITY CLAUSE IN THIS AGREEMENT; OR (IV) FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.
- 7.3 SUBJECT TO CLAUSE 7.2:
 - 7.3.1 ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED FROM THIS AGREEMENT;
 - 7.3.2 LABEL INSIGHT AND/OR ANY OF ITS OFFICERS, EMPLOYEES, CONTRACTORS AND/OR AGENTS WILL NOT BE LIABLE FOR:
 - 7.3.2.1 THE TRANSMISSION OF A VIRUS TO ANY COMPUTER OR SYSTEMS USED BY THE USER; OR

(7) FOR CONTEXT: No business can guarantee the transmission of Viruses due to the ever-changing nature of the Internet and therefore we have to manage our risk. However, we have implemented robust security measures to seek to prevent the transmission of viruses.

7.3.2.2 THE ACCURACY OR COMPLETENESS OF THE DELIVERABLES OR ANY OTHER DATA, CONTENT OR MATERIAL PROVIDED THROUGH THE SERVICES, NOR ANY LOSS OCCASIONED TO THE USER OR ANY THIRD PARTY ACTING OR REFRAINING FROM ACTING IN RELIANCE ON, OR AS A RESULT OF, THE MATERIAL INCLUDED IN, OR OMITTED FROM, THE DELIVERABLES OR ANY OTHER DATA, CONTENT OR MATERIAL PROVIDED THROUGH THE SERVICES;

(8) FOR CONTEXT: We do not manufacture the Products and therefore we do not have control over their contents or the related Product Information. Whilst we provide Product Information distribution services on behalf of Suppliers, we are unable to take responsibility for the contents of the Deliverables.

7.3.3 NEITHER PARTY WILL BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODS, LOSS OF CONTRACT, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; AND

(9) FOR CONTEXT: Loss or damage is indirect if it is not an ordinary consequence of a breach, but at the time this Agreement was made, both parties knew (or should have known in the circumstances) that such loss may arise. We do not take responsibility for the Products processed via the Services and we will not be liable for indirect losses, for example, where a Product launch is delayed.

7.3.4 EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT AND ANY ORDER(S) WILL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES PAID BY THE USER FOR THOSE SERVICES DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM FOR DAMAGES (OR WHERE THERE ARE NO CHARGES PAID OR PAYABLE BETWEEN THE PARTIES FOR THE RELEVANT SERVICES, A SUM EQUAL TO THE AMOUNT THAT WOULD BE PAYABLE IF THE SERVICES WERE CHARGED AT LABEL INSIGHT'S THEN CURRENT RATE CARD FOR THE RELEVANT SERVICES).

(10) FOR CONTEXT: We cap each party's liability at the value of the applicable fees to ensure that our respective risk and liability is proportionate to the Agreement value. We set our fees according to the scope of risk under this liability cap and any deviations to this approach may require re-negotiation of the fees.

8. TERM & TERMINATION

8.1 *Duration and Termination for Convenience - This Agreement:* The parties acknowledge and agree that:

8.1.1 this Agreement will commence on the Effective Date and will continue indefinitely until it is terminated;

8.1.2 either party may terminate this Agreement upon providing the other party with written notice, which will take effect upon the termination of all Orders that are then in effect; and

8.1.3 entering into this Agreement does not commit the User to purchase any Services unless an Order is placed.

8.2 *Duration and Termination for Convenience - Orders:* The parties acknowledge and agree that:

8.2.1 each Order will continue for the time period stated in the applicable Order terms; and

8.2.2 unless stated otherwise in an Order, each Order will continue for a minimum period of 12 months ("**Initial Term**") and will automatically renew for successive 12 month periods (each a "**Renewal Period**") unless and until a party provides the other party with at least:

8.2.2.1 three months' prior written notice where the User is a Supplier;

8.2.2.2 six months' prior written notice where the User is a Retailer; or

8.2.2.3 12 months' prior written notice where the User is a Data Consumer (but not a Retailer),

which shall take effect no earlier than the end of the Initial Term or the end of the applicable Renewal Period.

(11) FOR CONTEXT: We automatically renew the Services to ensure that there is no break in service continuity as this can lead to coverage issues on Retailer websites and third party applications. You can cancel a Service for convenience prior to the renewal date by providing appropriate notice.

8.3 *Termination for Cause:* This Agreement and any Orders can be terminated by either party immediately in writing if:

8.3.1 it is materially breached by the other party. However, if the breach can be remedied, then the defaulting party will have 14 days to resolve the breach upon receiving a termination notice; or

8.3.2 the other party: (i) becomes bankrupt / insolvent; (ii) appoints an administrative receiver or liquidator; (iii) is unable to pay its debts as they fall due; (iv) suspends (or threatens to suspend) trading or ceases trading; or (v) any event similar in nature to clauses 8.3.2(i-iv) (inclusive).

8.4 *Consequences of Termination - This Agreement:* Upon the termination of this Agreement, all Orders and TPAs will automatically terminate.

8.5 *Consequences of Termination – Orders:* Upon the termination of an Order:

8.5.1 the User will be liable for paying the full fees under that Order and any outstanding charges will be invoiced by Label Insight; and

8.5.2 Label Insight will have no obligation to pay a refund.

8.6 The termination of this Agreement and/or any Order will not affect either party's rights, obligations, remedies or liabilities that have accrued prior to termination.

9. EVENTS OUTSIDE OF A PARTY'S CONTROL (FORCE MAJEURE)

9.1 Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by any acts, events, omissions or accidents beyond its reasonable control, including, without limitation: acts of God; fire; flood; storm; epidemic; pandemic; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; default of suppliers or sub-contractors; strikes, lock-outs or other industrial disputes or illness involving the workforce of Label Insight; or failure of a utility service or transport network (each being a "**Force Majeure Event**"). If the Force Majeure Event continues for a period of four weeks or more, Label Insight may terminate this Agreement with immediate effect by providing the User with written notice.

9.2 Clause 9.1 will not affect the User's payment obligations under this Agreement.

10. CONFIDENTIALITY & DATA PROTECTION

- 10.1 **“Confidential Information”** means any information that is of a reasonably confidential nature (including commercial, technical, proprietary and/or financial: information, data, know-how or processes) that has been disclosed orally, in writing or by demonstration.
- 10.2 The **“Disclosing Party”** is the party that shares Confidential Information with the other party or its Affiliates (the **“Receiving Party”**).
- 10.3 The Receiving Party agrees to:
- 10.3.1 protect the Confidential Information from unauthorized access or disclosure;
 - 10.3.2 use the Confidential Information solely in connection with the Services;
 - 10.3.3 only make available the Confidential Information to its officers, employees, agents, contractors and professional advisors (**“Representatives”**) that reasonably require the Confidential Information (subject to such Representatives being bound by confidentiality obligations that are materially equivalent to this clause 10).
- 10.4 Nothing in this Agreement will restrict the Receiving Party’s use of any Confidential Information which:
- 10.4.1 is made available in the public domain by any person without breach of this Agreement;
 - 10.4.2 is already in the Receiving Party’s lawful possession, as reasonably evidenced by the Receiving Party;
 - 10.4.3 has already been independently developed by the Receiving Party without reference to the Confidential Information;
 - 10.4.4 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 10.4.5 is required by law to be released (e.g. by a court order), provided that the Disclosing Party is given prior written notice of such request (where such notice is not prohibited by law).
- 10.5 At any time at the request of the Disclosing Party (and automatically upon the termination of this Agreement), the Receiving Party shall promptly return all documents, materials and records and all copies of the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory.
- 10.6 Clauses 10.1 to 10.6 (inclusive) will survive the termination of this Agreement.
- 10.7 The parties agree to comply with their respective obligations under the applicable Data Protection Laws.
- 10.8 Label Insight shall process the User’s representatives’ personal data in accordance with its Privacy Notice at <https://nielseniq.com/global/en/legal/privacy-policy/> (as updated from time to time).
- 10.9 Subject to clause 10.8, where any other personal data is required to be processed pursuant to the Services, the parties agree to negotiate in good faith, and enter into, the Label Insight Data Processing Agreement or Data Sharing Agreement (as applicable).

11. AUDIT

- 11.1 During the term of this Agreement and for a period of two years following its termination, upon reasonable notice to the User, Label Insight will have the right to audit all usage of the Deliverables by the User, provided that the User will not be required to submit to an audit more than twice in any calendar year. The User will provide Label Insight (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit. The parties will bear their own costs and expenses incurred in respect of their compliance with their obligations under this clause 11.1, unless the audit identifies a material default by the User, in which case the User will reimburse Label Insight all of its reasonable costs incurred pursuant to the audit.
- 11.2 If an audit identifies that the User is in breach of this Agreement, without prejudice to Label Insight’s other rights and remedies, the User will promptly take the necessary steps to comply with its obligations (including making an additional payment for any use of the Deliverables outside of the agreed licence scope at Label Insight’s then current rates).

(12) FOR CONTEXT: We rarely invoke these audit rights, but there may be circumstances where it is appropriate for us to assess your lawful use of the Deliverables, for example, if we have reason to believe that you are providing the Deliverables to a Label Insight competitor without our prior approval.

12. MISCELLANEOUS

- 12.1 *T&Cs Updates.* Label Insight reserves the right at any time to modify this Agreement and/or the Services and to impose new or additional terms and conditions upon providing the User with at least 14 days’ prior written notice. If the User continues to use the Services after this 14 day period, the User will be deemed to have accepted the changes and they will be deemed to be incorporated into this Agreement.

(13) FOR CONTEXT: We need the right to update the terms of this Agreement to reflect changes to the law and changes to our processes. These types of changes will generally apply to multiple Label Insight customers, whereas change requests that only impact your relationship with Label Insight will be dealt with under clause 12.2. We will provide you with reasonable notice (14 days minimum) in advance of any material changes and we will seek to address any queries that you may have at this time.

- 12.2 *Variation.* Excluding updates to this Agreement that are issued under clause 12.1, no variation of this Agreement or any Order will be effective unless it is in writing and signed by the authorized representatives of the User and Label Insight.
- 12.3 *Severance.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such provision will be severed and the remainder of this Agreement will continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.
- 12.4 *Survival.* All obligations in this Agreement and any Orders which expressly, or by their nature, are intended to continue beyond the termination of this Agreement and/or the relevant Order (including, without limitation, all indemnity clauses, perpetual IPR clauses and any provisions relating to confidentiality, data protection, liability, audit, consequences of termination and governing law) will survive the termination of this Agreement.
- 12.5 *Assignment.* This Agreement is for the benefit of, and binding on, the parties and their respective successors and assigns. It may not be assigned by either party without the prior written consent of the other party, except that Label Insight may, upon notice, transfer its rights and obligations under this Agreement to a Label Insight Affiliate.
- 12.6 *Subcontracting.* Label Insight may sub-contract any of its rights and/or obligations under this Agreement. The User may sub-contract any of its rights or obligations under this Agreement provided that it has obtained Label Insight’s prior written consent and provided that the User ensures that any such sub-contractors are legally bound to comply with terms that are equivalent to this Agreement. Each party will remain fully responsible for the actions and omissions of its sub-contractors.
- 12.7 *No Partnership / Agency.* Nothing in this Agreement is intended to, or will be deemed to: (i) establish any partnership or joint venture between the parties; (ii) make a party the agent of the other party; or (iii) authorize a party to make or enter into any commitments for or on behalf of the other party.
- 12.8 *Third Party Rights.* No one other than a party to this Agreement, their successors and permitted assigns, will have any right to enforce the terms of this Agreement.
- 12.9 *Waiver.* No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy. The

rights and remedies provided under this Agreement are in addition to, and are not exclusive of, any rights or remedies provided by law.

- 12.10 *Notices.* All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's registered office address or any other address notified to the other party in writing for the provision of legal notices. It is agreed that serving notice by email or fax will not be an effective method of providing legal notices under this Agreement.
- 12.11 *Counterparts.* This Agreement, any Orders and any ancillary agreements may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement. Any electronic signatures will be deemed to be a valid means of executing this Agreement (subject to applicable laws).
- 12.12 *Governing Law.* This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by the law of the State of Illinois, United States of America, without regard to its choice of law provisions. The parties agree to the exclusive personal jurisdiction of the State and Federal courts located in Chicago, Illinois for purposes of determining all disputes arising in connection with this Agreement and hereby waive all objections to venue in those courts.

SCHEDULE 2: DEFINITIONS

PART A: Product Related Definitions

"Deliverables"	any Product Information provided to the User through the Services, whether it is Supplied Content or created, captured and/or transcribed by Label Insight.
"Extended Product Attributes"	any information that is not expressly stated in a Product's Label Data, but is deduced from a Product based on the Label Data, Physical Characteristics and/or Other Data, including, without limitation, allergens and intolerances to enable product search filters and discovery.
"Label Data"	any text which appears on a Product's packaging.
"Other Data"	any Product related data (including Label Data and Physical Characteristics), which includes, without limitation, reference numbers, branding, categorisation, marketing and product claims, labelling and certification, HFSS scores (indicating if a Product is high or low in (saturated) fat, salt or sugar), nutritional claims, health and wellness claims and sustainability claims, NutriScore information and Eco-Score.
"Physical Characteristics"	any data relating to the height, width, depth and weight of a Product and any other information that describes the Product packaging and/or the Product hierarchy configuration.
"Product" / "Consumer Units"	any product and its respective packaging hierarchy (i.e. the 'Each' unit, inner pack, case, mixed case, pallet, display shipper and 'Case as Each') with a GTIN, EAN-13, EAN-8, ITF-14 or any other product without such codes that are designated as a 'Consumer Unit' or 'Trading Unit' by Label Insight in its absolute discretion.
"Product Assets"	any text, images, artwork, content, materials, documents, files, recipes, labels, or any other marketing collateral entered into, or provided through a Service that relates to a Product.
"Product Data"	any Label Data, Physical Characteristics and/or Other Data.
"Product Images"	any image of a Product that is used for the purposes of web, print and mobile online and in-store selling.
"Product Information"	any Product Data, Product Images and/or Product Assets.
"Supplied Content"	any Product Information that is pre-created by the User or a third party that is made available to Label Insight for use in the Services and that does not require any processing or editing by Label Insight.

PART B: Other Definitions

1. DEFINITIONS

- 1.1 The defined terms in Part A and Part B of this Schedule 2 shall apply throughout this Agreement and any Orders (unless otherwise agreed by the parties).
- 1.2 Additional definitions are contained within the body of this Agreement and its Schedules and are designated by the defined term being placed within quotation marks and marked in bold text.

"Affiliate"	any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; its ultimate holding company; or any direct or indirectly owned subsidiary of such ultimate holding company (where "holding company" and "subsidiary" shall be as defined in section 1159 of the Companies Act 2006).
"Business Day"	means Monday to Friday, excluding any public or statutory holidays in the United States.
"Content Exchange Service" / "Merchandising Exchange Service"	a service enabling a user to access Deliverables in order to create virtual planograms for merchandising, space planning and category management purposes.
"Data Consumer"	any organisation that receives Deliverables under one of the Label Insight Services, including, without limitation, Retailers, Connect Recipients and/or any organisations which provide retail, web or mobile applications, grocery delivery or pick-up services, IT services and technology companies, data analytics and market research companies and companies that provide personalised services and solutions to Retailers, wholesalers and distributors.
"Data Protection Laws"	all applicable data protection and privacy legislation and regulations in force from time to time and the guidance and codes of practice issued by any relevant supervisory authority.
"IPR" / "Intellectual Property Rights"	any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United States of America or any other part of the world, together with any related goodwill.
"Label Notice"	a notice to the effect that the Product Information is supplied by the Supplier and those Products and their ingredients frequently change. Consequently, any information which is actually on the physical Product must also be read by the end-consumer and the end-consumer should only rely on the information contained on the physical Product.

“Live Date”	the date that Label Insight is notified by the User through the Platforms that the Product is ready to be displayed on Data Consumers’ e-commerce platforms and publications.
“Login Information”	any digital certificate or security token given to the User by Label Insight, or agreed with the User by Label Insight, for the purpose of gaining access to the Platforms.
“Market Statement”	a statement that the Product Information relates to Products for sale in the intended destination market.
“Order”	means: (i) an SOW; (ii) the User’s order for Services placed through the Platforms; (iii) an email order confirmation; or (iv) the User’s acceptance of a Label Insight quotation by any means.
“Platforms” / “Label Insight Applications” / “Nielsen Label Insight Applications”	the applications that receive and manage the storage and dissemination of the Deliverables, including the Label Insight ‘Product Library’ and ‘Shopper Experience’ platforms. This definition shall also include any software or applications used by Label Insight in the provision of the Services from time to time.
“Private Label” / “Own Label”	a Retailer’s ‘own-brand’ Products.
“Product Approval Terms” / “System Approval Terms”	any terms and conditions appearing on the Platforms, including the web page that Users use to approve the Deliverables and other content for publication.
“Retailer”	any organisation which makes available Products for sale directly to consumers or to wholesalers and distributors, whether through a website / mobile / e-commerce platform or through a physical store (excluding any organisations which solely provides retail, web or mobile applications, grocery delivery or pick-up services, IT services and technology companies, data analytics and market research companies and companies that provide personalized services and solutions to retailers, wholesalers and distributors).
“Server”	the hardware which runs the Platforms and shall be deemed to also include the operating system and all other software required to run the hardware.
“Services”	the Services detailed in the Service Schedules and any other services implemented by Label Insight from time to time.
“Service Schedule”	Schedules 3 to 13 of this Agreement and any other Schedules added to this Agreement setting out the terms relating to a specific Label Insight Service (excluding any Orders or TPAs).
“SOW” / “Statement of Work”	a Statement of Work or any other document entered into by the parties which incorporates the terms of this Agreement and provides commercial terms and further specifications for the Services.
“Supplier”	a Product brand owner and/or manufacturer.
“TPA” / “Third Party End User Agreement”	a Third Party End User Agreement, which permits a third party (who is engaged with, or who is acting on behalf of, the User) to have access to the User’s account with Label Insight.
“Virus”	any item, software, device, code, file or programme (including, without limitation, worms, trojan horses and viruses) which is intended to, or which may: prevent, impair or otherwise adversely affect the operation of any computer software, programme, hardware, network or telecommunication service.
“Working Hours”	09:00 to 17:00 Central Time on a Business Day.

SCHEDULE 3: PLATFORM ACCESS TERMS

THESE PLATFORM ACCESS TERMS GOVERN YOUR USE OF LABEL INSIGHT PLATFORMS.

THE LABEL INSIGHT TERMS & CONDITIONS GOVERN THE PROVISION OF ANY SERVICES ORDERED WITHIN THE PLATFORM.

BY USING AN LABEL INSIGHT PLATFORM, YOU AGREE TO THE TERMS OF THIS AGREEMENT, WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE THE PLATFORM TO YOU AND YOUR RIGHTS TO ACCESS THE PLATFORM WILL IMMEDIATELY TERMINATE.

1. DEFINITIONS

1.1 In this Schedule, the following definitions apply:

“Documentation”	any documents and/or materials made available to the User by Label Insight from time to time which sets out a description of the Services and/or any user instructions for using the Platform.
“End User”	any authorized representative of the User (e.g. the User’s officers, employees, contractors and/or agents) that is provided with access to the Platform.
“Subscription”	means a free of charge licence for an End User to access the Platform for the Subscription Term.
“Subscription Term”	the licence period for use of the Platform for the duration that the User is a customer of Label Insight.
“User Materials”	any information, data, text, graphics, photos, designs, documents content and materials provided by the User to Label Insight or inputted by the User to the Platform for the purpose of using the Services (excluding any Supplied Content).

2. ENGAGEMENT, SUBSCRIPTIONS AND ACCESS

2.1 This Schedule shall apply to and be incorporated into the relationship between the User and Label Insight in relation to the provision of the Platform.

(18) FOR CONTEXT: These Platform Access Terms do not commit you to purchase any Label Insight Services. You can freely use the functionality of the Platform for your internal business purposes in accordance with the terms of this Agreement. Use of any Services will be in accordance with the Label Insight Terms & Conditions.

2.2 Any orders for Services placed by an End User within the Platform will be binding on the Client and cannot be cancelled.

2.3 End Users must be over eighteen years of age to create an account to use the Platform.

2.4 The User is responsible for allocating administrators to manage the User’s account in the Platform (“Administrator”). The Administrator has the ability to add End Users to the Platform and they will be sent an email link to create an account to the Platform. Each End User will then be able to create a password and log into the Platform.

2.5 The User is responsible for maintaining the confidentiality of the User’s account and password and the User agrees to accept responsibility for all activities that occur under the User’s account and each End User account.

- 2.6 The User is responsible for ensuring that the details the User provides to Label Insight are correct and complete and for informing Label Insight of any changes to the information that the User has provided.

3. FEES AND PAYMENT

- 3.1 Access to the Platform is provided on a free of charge basis to Label Insight customers, but for the avoidance of doubt, the User is responsible for paying Label Insight the fees for any Services purchased by the User from time to time (via the Platform or otherwise) pursuant to Schedule 1 of the Label Insight Terms & Conditions.

4. WARRANTIES AND DISCLAIMERS

- 4.1 Brandbank does not guarantee that any Documentation is accurate, up to date and/or complete at any time.
4.2 Label Insight is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the User acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. LICENCE RESTRICTIONS

- 5.1 Except as expressly set out in this Agreement the User agrees:
- 5.1.1 not to copy the Platform or any underlying source code;
 - 5.1.2 not to disclose the User's login information to the Platform to any other person;
 - 5.1.3 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
 - 5.1.4 not to make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
 - 5.1.5 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 5.1.5.1 not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; and
 - 5.1.5.2 not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - 5.1.6 not to access all or any part of the Platform, the Documentation and/or any Deliverables in order to build a product or service which competes with the Platform;
 - 5.1.7 not to use the Platform, the Documentation or the Deliverables to provide services to third parties;
 - 5.1.8 not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, the Documentation and/or the Deliverables available to any third party;
 - 5.1.9 not to attempt to obtain, or assist third parties in obtaining, access to the Platform, the Documentation and/or the Deliverables other than as permitted by this Agreement; and
 - 5.1.10 not to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform,
- together defined as "**Licence Restrictions**".

6. ACCEPTABLE USE REQUIREMENTS AND OBLIGATIONS

- 6.1 The User must:
- 6.1.1 not use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including any Virus, into the Platform or any operating system;
 - 6.1.2 not infringe Label Insight's IPR or those of any third party in relation to the User's use of the Platform, the Documentation or the Deliverables including the submission of any infringing material by the User to the Platform;
 - 6.1.3 not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to the User's use of the Platform;
 - 6.1.4 not use the Platform for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Label Insight;
 - 6.1.5 not use the Platform in a way that could damage, disable, overburden, impair or compromise Label Insight's systems or security or interfere with other users; and
 - 6.1.6 not collect or harvest any information or data from any Service or Label Insight's systems or attempt to decipher any transmissions to or from the servers running the Platform,
- together defined as "**Acceptable Use Requirements**".
- 6.2 The User shall use its best endeavors to use adequate technological and security measures, including measures Label Insight may reasonably recommend (such as anti-virus and firewall protection on the User's Device), or that the User and Label Insight may agree to, from time to time.
- 6.3 Without prejudice to the obligations undertaken in this clause 6, the User must notify Label Insight immediately upon becoming aware or suspecting that any Login Information has been used, or may be known, by any third party so that Label Insight can re-set the User's Login Information.
- 6.4 The User agrees to provide Label Insight with all reasonably required information, co-operation and assistance as may be required by Label Insight under this Agreement in a timely and efficient manner.
- 6.5 The User acknowledges that the User is solely responsible for procuring and maintaining the User's network connections and telecommunications links from the User's systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the Internet.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The User acknowledges and agrees that Label Insight and/or its licensors own all IPR in the Platform and the Documentation. Except as expressly stated herein, this Agreement does not grant the User any IPR, or any other rights or licences in respect of the Platform or the Documentation.
- 7.2 Label Insight hereby grants to the User a non-exclusive, non-transferable licence to use the Platform and the Documentation solely for the User's reasonable internal business use. This licence will continue until the end of the applicable Subscription Term (howsoever arising).
- 7.3 The User shall own all right, title and interest in and to all of the User Materials that it provides to Label Insight or uploads to the Platform and the User will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Materials.

The User hereby grants to Label Insight a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use, reproduce, distribute, prepare derivative works of and display the User Materials in connection with the provision of the Platform and otherwise in connection with the provision of the Services to Label Insight customers (including for the Content Exchange Service) and its Affiliates' services to the Affiliates' customers from time to time. The User hereby grants Label Insight the right and license to use, modify, display, reproduce and distribute the User Materials on and through the Services. The User will retain any and all of its rights to any Content that it submits, posts or displays on or through the Service and the User is responsible for protecting those rights.

- 7.4 The User warrants that: (i) the User Materials belong to the User and the User has the right to grant Label Insight the rights and licences set out in this Agreement; and (ii) the posting of the User Materials on or through the Platform does not violate the privacy rights, publicity rights, IPR, contract rights or any other rights of any person.
- 7.5 The User warrants that all information disclosed to Label Insight is accurate, complete and that any User Materials supplied may be used within the Platform without breach of any third party rights or IPR. CONSEQUENTLY, THE USER WILL INDEMNIFY AND KEEP LABEL INSIGHT AND ITS AFFILIATES, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND SUB-CONTRACTORS INDEMNIFIED, ON DEMAND, AGAINST ALL LOSSES, COSTS AND LIABILITIES AND ALL EXPENSES, INCLUDING REASONABLE LEGAL OR OTHER PROFESSIONAL EXPENSES, SUFFERED OR INCURRED BY LABEL INSIGHT ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM:
- 7.5.1 IN RELATION TO THE USER MATERIALS INFRINGING A THIRD PARTY'S IPR;
- 7.5.2 IN RELATION TO THE USER MATERIALS' CONTENTS, ACCURACY OR COMPLETENESS; AND/OR
- 7.5.3 FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONTENT, INFORMATION OR MATERIALS POSTED OR DISTRIBUTED THROUGH THE PLATFORM EITHER DIRECTLY OR INDIRECTLY TO LABEL INSIGHT.

8. THIRD PARTY PROVIDERS

- 8.1 The User hereby acknowledges that the Platform may enable or assist the User to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that if the User does so, this is solely at the User's own risk.
- 8.2 Label Insight makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by the User with any such third party. Any contract entered into and any transaction completed via any third-party website is between the User and the relevant third party, and not Label Insight.
- 8.3 Label Insight recommends that the User refers to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Label Insight does not endorse or approve any third party website, nor the content of any third party website, that is made available through the Platform.