

License Agreement Terms and Conditions

These License Agreement Terms and Conditions ("T&Cs") together with the License Agreement signed by Client (that incorporates the terms of these T&Cs) (together, the "Agreement") govern the provision of Services from NIQ to Client set forth in the License Agreement.

1. **Definitions.** Capitalized terms shall have the meaning set forth herein. Unless the context requires otherwise, references to the word "include" shall mean "including, without limitation" or "including, but not limited to".
 - 1.1. **"Information"** means the data and information provided as part of the Services but does not include Client Data, defined below.
 - 1.2. **"IT Support Service Providers"** means third party companies engaged by Client to provide computer and information technology and systems support services, such as database administration services, IT security services, cloud hosting platform services, and/or structuring or building data lake or similar data storage solutions, and that have only incidental access to the Information as part of the IT support services provided to Client. IT Support Service Providers exclude (a) providers of market research information and/or market research analysis and/or companies that otherwise compete with NIQ in the collection and licensing of retail tracking data and/or consumer panel data; (b) consulting or service-based providers utilizing Information or other NIQ products and services as an input in such provider's products or services; (c) providers that use Information or other NIQ products and services to enrich such provider's output or services; and (d) providers of software as a service solutions.
 - 1.3. **"Limited Excerpts"** means Information that is not of sufficient quantity or quality as to have independent commercial value to NIQ.
 - 1.4. **"References"** means disaggregated data, data dictionaries, reference tools, data methodologies, product hierarchy definitions, data attributes/characteristics and flat files provided as part of the Services.
 - 1.5. **"Services"** means the NIQ products and services as set forth herein and identified in the License Agreement.
 - 1.6. **"Staff Augmentation Personnel"** means non-employee personnel retained by Client as independent contractors, either under contract with Client or as an employee of a temporary personnel agency under contract with Client, to perform job functions for Client in the normal and ordinary course of Client's business on a temporary "staff augmentation" basis. Said job functions will be performed solely for Client and are similar to those generally performed by Client's employees (including via use of a Client email address, Client issued laptop, etc.). Staff Augmentation Personnel exclude non-employee personnel retained by Client (even if on a temporary or contingent basis) that (a) provide incremental functions (such as incremental analytics or other incremental services) that are not generally the types of functions then currently or recently performed by Client employees; (b) are not dedicated to Client during the relevant period; and/or (c) use Information or other NIQ products/services to enrich its own or its employer's own product or services. If a scope of work is changed such that the above exceptions no longer apply, then Client will notify NIQ and the change in scope will be reviewed in accordance with NIQ's then standard process for third party access.
 - 1.7. **"Technology"** means NIQ systems, tools, and functionality such as, among others, platforms, web portals and software accessed/used by Client or otherwise provided by NIQ in connection with the Services, including updates and new versions provided by NIQ.
 - 1.8. **"Territory"** means the geographic location where Client is permitted to use the Services as set forth in the License Agreement, subject to compliance with applicable laws and regulations.
2. **Ownership and Intellectual Property Rights.** NIQ owns all rights, title and interest in and to the Services, including Information, References and Technology and all of NIQ's data, models, methodologies, algorithms, processes, outputs, materials, specifications, templates, analyses, concepts, surveys and survey design, questionnaires, expertise, know-how, elements of graphics, design, user interface, data-derived metrics, norms, benchmarks, syndicated or syndicable data, data compilations and other data and tools or proprietary materials or derivatives thereof included in, used, developed, discovered or gained in connection with providing the Services and any suggested modifications, improvements, or feedback thereto. Client acknowledges and agrees that the Services and all portions thereof constitute and contain valuable intellectual property (including, but not limited to, copyrights, trademarks, and trade secrets) and confidential information of NIQ and that the Services were developed using substantial effort and resources. Should Client provide or upload Client or third-party data, content, specifications, information, or materials ("**Client Data**") in connection with the Services, Client warrants that it has full right and authority to provide such Client Data, which, as between NIQ and Client, shall remain the property of Client. Client shall remain solely liable for the Client Data.
3. **License and Use of the Services.**
 - 3.1. Subject to the terms of this Agreement, NIQ grants Client a limited, non-transferable, non-sublicensable, non-exclusive license to use the Services internally for its legitimate business purposes, in the Territory, during the term of the License Agreement.
 - 3.2. Client may include Limited Excerpts subject to Client's indemnification of NIQ set forth in this Agreement, as follows:
 - 3.2.1. In Client's reports and analyses, which Client may disclose in confidence to retailers and other vendors with whom Client does business, in support or furtherance of Client's efforts to market its products or services. (but not for use to enrich or otherwise use in any such retailer's and other vendor's products or solutions).

3.2.2. In Client trade and consumer advertising copy, annual reports and reports to the financial community. Client shall not use NIQ's name in an advertising claim, nor include Information in such claim, but may, in a reference to Information in a footnote or similar subsidiary text in support of the advertising claim made by Client, identify NIQ as follows: *"**Based in part on data reported by NIQ through its [name of Service] for the [name of Category] for the [X-week] period ending [end date], for the [specify country and channels covered] Copyright © 20__ [insert NIQ entity].* Client shall not make statements in an advertisement that use language substantially to the effect that, by way of example, *"NIQ shows that our brand is number one"* or *"According to NIQ data, Product D was the top selling category A product in country B during time period C."* No pricing information derived from Information shall be used in any way in any advertising claim made by Client; nor shall any form of pricing information be deemed to fall within the definition of "Limited Excerpts" as set forth herein.

3.2.3. Limited Excerpts must not be presented in a misleading manner nor include competitor brands or product names. Client shall not state or imply that NIQ endorses a particular claim, product or service. Limited Excerpts must be accurately sourced to NIQ in a format similar to the footnote above.

3.3. Client or NIQ may furnish Information to third parties (such as consultants and third-party processors) retained by Client for use solely on behalf of Client (each a "Third Party") subject to such Third Party's execution of NIQ's then standard form of agreement(s) for such access and use and/or participation by such Third Party in an NIQ designated network program. Client shall provide NIQ with a reasonable opportunity to provide Client with a proposal for NIQ to perform the required services relating to Information prior to entering into an agreement with a Third Party for such services. NIQ may refuse to enter into agreements with Third Parties at its discretion. Notwithstanding the foregoing, Client may furnish Information to (a) IT Support Service Providers; and/or (b) Staff Augmentation Personnel, provided that: (i) each such party is bound by a customary agreement with Client that protects the confidentiality of the Information and restricts access and use by the IT Support Service Providers and Staff Augmentation Personnel solely to that required to provide support services to Client; and (ii) Client assumes full responsibility and liability on behalf of such IT Support Service Providers and Staff Augmentation Personnel, with respect to the use and disclosure of the Information or any portion thereof by such IT Support Service Providers and Staff Augmentation Personnel.

4. Technology.

- 4.1.** Technology may be used by Client to access the Services and; for processing of Information; and may also be used with Client Data if the Client holds a specific license from NIQ to do so.
- 4.2.** Each individual user accessing/receiving Services via Technology must have a user ID and password assigned by NIQ. Client shall ensure that its users hold their user IDs and passwords in strict confidence and that user IDs and passwords are not used by or shared with others.
- 4.3.** Client shall not disclose Technology to, or permit the use of Technology by, any third party without a separate agreement between NIQ and such third party. Access to/use of Technology, such as platforms and software applications shall not exceed the number set forth in the License Agreement.
- 4.4.** Client shall notify NIQ if any access needs to be terminated or re-assigned (e.g. because an employee has left); or if Client becomes aware of any actual or threatened unauthorized disclosure of the Services (or any portion thereof) or misuse of any passwords/user IDs or other non-compliance by its users/employees. Client shall maintain adequate security precautions, consistent with then-current industry standards to prevent unauthorized use or access to the Services. If NIQ has a reasonable basis to believe that there is a security issue or violation of this Section, NIQ may change, suspend, or revoke passwords/user IDs or ultimately, suspend Client's access to the Services.
- 4.5.** Client is responsible for selection, installation, procurement and maintenance of all hardware, third party software and related materials required for its operation of the Services; and for providing relevant information to NIQ in order to enable Client's access to the Service. Client shall ensure that its use of the Services, including any Client Data will be free of any viruses, harmful routines or hardware components, malware, tracking software, cookies or any software routines or hardware components that will allow unauthorized access or disable or erase software, hardware or data.
- 4.6.** NIQ will exercise reasonable efforts to schedule software and database maintenance for applicable Services on weekends or after normal NIQ business hours.

5. Restrictions on Disclosure and Use.

- 5.1.** References may only be used internally and incidental to the use of the Services and Client must obtain a separate license from NIQ for any other use at the then-current charges. Information that incorporates data identified to a particular retailer (known as "Key Account Data", "KAD" or "Account Level Services") may not be disclosed to another retailer and may only be used as specified in the Agreement. No Services may be disclosed to a non-cooperating retailer (i.e. a retailer that does not provide data for NIQ services) except for Limited Excerpts of aggregated consumer panel data. Extraction into, storage or other use of the Services, or any portion thereof, e.g. Information or References in a non-NIQ database, data warehouse, data lake or other non-

NIQ system is prohibited without a separate license from NIQ.

- 5.2. No Services, including Information may be NIQ disclosed or used in any legal or administrative proceeding without the prior written consent of NIQ. If such disclosure or use is compelled by law or court order, Client shall promptly give NIQ advance written notice and, before such disclosure or use, obtain confidentiality agreements, protective orders and evidentiary stipulations acceptable to NIQ and shall limit the disclosure or use to the minimum necessary to comply with such legal requirement
- 5.3. Client shall not interfere with the integrity or performance of Services or any content therein. Client shall not reverse engineer, disassemble, sublicense, modify or distribute the Services or any components thereof. Client shall not dispose of, modify, adapt, translate, or remove any proprietary or copyright legend from any Service, including the Information; nor use the Services, in whole or in part, in any manner that competes with NIQ or NIQ Affiliates. Any use or disclosure of the Services other than as permitted by this Agreement is prohibited without NIQ's prior written consent.

6. Charges, Billing, and Taxes

- 6.1. Payment for Services shall be in the currency set forth in this Agreement and due and payable within thirty (30) days of the invoice date ("Payment Due Date"). Payment Due Date will be due and payable upon receipt ~~the date~~ if the invoice is issued retroactively. Invoices shall be issued electronically. If an undisputed invoice is not paid by the Payment Due Date, NIQ may suspend applicable Services until any such undisputed invoices are paid. NIQ may charge interest on undisputed invoices unpaid after the Payment Due Date at the lesser of 1.5% per month or the maximum allowed by law or specified in the relevant Agreement. The terms and conditions set forth in a purchase order or other documents issued by Client with respect to the Services will be deemed null and void and the Services will be controlled by the terms and conditions of this Agreement.
- 6.2. If Client requires an invoice to include any billing documentation e.g. purchase order number, evidence of arrangement, or other Client-specific billing details ("Billing Details"), Client shall provide such Billing Details to NIQ as follows: (i) no later than 10 days following execution of the Agreement; and (ii) during the term of the Agreement, changes to Billing Details or ongoing documentation must be submitted no later than the 10th day of each month in which an invoice is scheduled to be issued. NIQ will accommodate a maximum of one (1) set of Billing Details per Agreement, or for multi-year agreements, one (1) set of Billing Details per Contract Year. Client's "goods received" documentation number is not required for Services and will not be included on invoices as Billing Details. It is a material obligation of Client to ensure that NIQ has correct Billing Details during the term. If Client fails to do so, the invoice will be deemed due and payable by Client without the Billing Details. If an invoice needs to be reissued due to actions or inactions of Client, the reissued invoice will be payable based on the original invoice's payment due date. NIQ may, at its option suspend applicable Services until any such Billing Details are received.
- 6.3. If Client disputes any amount due hereunder, such dispute must be made only upon a good faith basis for believing the amount billed to be incorrect. Client shall provide written notice to NIQ of the basis for such dispute within fifteen (15) days of the invoice date and shall include with such notice all details reasonably necessary to substantiate its claim, which details, to the extent practicable, shall be reasonably capable of being verified by NIQ. Client shall pay all amounts that are determined to be payable by resolution of the dispute within ten (10) days following such resolution. Any dispute shall not relieve Client of the obligation to timely pay all undisputed amounts.
- 6.4. Unless otherwise agreed, Client shall pay to NIQ the charges for all Services provided until the effective date of termination, or expiry of those Services. The charges for Services may be subject to increases in accordance with the terms of this Agreement, including cost of living increases.
- 6.5. NIQ's charges for all Services are exclusive of all applicable taxes. Client is responsible for all value-added, consumption, goods and services, gross receipts, excise, sales, use and similar taxes due with respect to the Services. To the extent that Client is required by law to withhold or deduct any applicable taxes from payments due to NIQ, Client will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Client will furnish NIQ with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that NIQ may claim any applicable credit. Upon written request from Client, NIQ shall provide any relevant exemption certificates, forms or other information which allows Client to reduce the required withholding tax/deduction and allow Client reasonable time to furnish the original tax withholding/deduction receipts issued by the relevant taxing authority evidencing such tax payment. If the tax rules of Client's country require value-added tax to be withheld on the fee payable, the parties agree that the required amount of value-added tax shall be added on top of the fee and then withheld from the resulting value-added tax inclusive amount.
- 6.6. A "High Inflation Period" means any period in which the growth in the local consumer prices index ("CPI") for a country, per the 'published by' source for CPI as stated in the Agreement, or if a CPI 'published by' is not stated in the Agreement, then per a

statistical office or central bank source as determined by NIQ or as mutually agreed between the parties, is equal to or above 10% for at least three consecutive months.

“Annual COLA Increase” means the increase as per the agreed annual cost of living increase terms.

If a country enters a High Inflation Period, NIQ may increase the amounts on its invoices for Services for the duration of the High Inflation Period on a frequency that is no less than quarterly; the increase to be taken (“High Inflation Increase %”) will be determined as follows and will be recalculated every three months for the duration of the High Inflation Period:

- (a) the growth in CPI since the date of data used to determine the last Annual COLA Increase taken by NIQ; or
- (b) if no Annual COLA Increase was taken under the current Agreement, then growth in CPI since the start of the High Inflation Period; or
- (c) the growth in CPI since the date of the data used to determine the last High Inflation Increase %.

During a High Inflation Period: (a) Client will pay each invoice within 30 days of the date the invoice was issued, notwithstanding any longer payment terms agreed by the parties; and (b) charges for late payments shall be a percentage equal to the percentage stated in the payment terms clause plus the High Inflation Increase % until such time as payment is received by NIQ. The terms of this High Inflation section supersede the Annual COLA Increase terms for the duration of the High Inflation Period. If a country leaves a High Inflation Period and if NIQ took a High Inflation Increase % at any time during a contract year, NIQ will not take an Annual COLA Increase in the following contract year. NIQ’s right to increase the amounts on invoices during a High Inflation Period shall coincide with and shall not limit its right to adjust the charges for the Services subject to any “Changes to Services” terms between the parties.

7. Term and Termination.

- 7.1.** The Agreement shall commence on the date set forth in the License Agreement and will remain in effect for the term set forth in the License Agreement.
- 7.2.** Either party may terminate the Agreement in the event (a) of a material breach by the other party which remains uncured after thirty (30) days following receipt of written notice by the other party; or (b) the other party becomes the subject of a proceeding in bankruptcy/insolvency or its equivalent. NIQ may terminate any Service or any portion thereof on thirty (30) days written notice if NIQ discontinues offering or providing the Service or any portion thereof to all similar clients in the applicable market.
- 7.3.** Certain Services are based on data, information or other materials sourced from third parties and NIQ may, upon written notice to Client, discontinue furnishing a Service or any portion thereof to the extent any such third-party data, information or other materials cease to be available to NIQ for any reason. In such event, the parties will mutually agree on any resulting changes to charges.
- 7.4.** Upon termination or expiration of this Agreement, (a) Client shall discontinue use of all Services and all portions thereof (except that Client may retain Limited Excerpts that are included in Client’s reports and internal documents, provided that Client does not transfer possession of any such copy and uses any such copy solely for archival and proof of performance purposes), and (b) all rights and licenses granted to Client to use such Services shall cease and terminate immediately. Client shall remove/securely delete Services from its systems and records, destroy tangible forms thereof, and certify, at NIQ’s request, such removal/destruction and secure deletion in a written form satisfactory to NIQ.
- 7.5.** In addition to all other rights and remedies available to NIQ at law or in equity, NIQ may immediately suspend the Services or any component thereof for as long as Client materially fails to perform or is in material breach of its obligations set forth in this Agreement or as otherwise expressly provided herein. If Client becomes designated as a Sanctioned Party, or becomes associated, controlled, or owned by a Sanctioned Party or Embargoed Country, NIQ may terminate this Agreement and/or suspend Services, without any liability to NIQ. “Embargoed Country” means any country, government or territory subject to a comprehensive embargo maintained and administered by one or more applicable governments; and “Sanctioned Party” means any individual, group, entity or government subject to any applicable sanctions laws or regulations.

8. Changes to Services.

- 8.1. Non-Material Changes.** NIQ may, from time to time, in its sole discretion, make non-material changes to any Service or portion thereof including, without limitation, formats, schedules, specifications and/or techniques
- 8.2. Material Changes.** NIQ may make a material change to a Service and, at its option, adjust the charges for such Service, or in the event of a change in the cost of providing a Service may increase the charge for the Service, on thirty (30) days prior written notice. Material changes may be optional or mandatory, and any such changes shall become effective on the date stated in NIQ’s notice unless, within fifteen (15) days after such notice, Client notifies NIQ in writing of its refusal to accept the materially changed Service or the change in the charge(s) for the Service. If a material change is optional, Client may elect to continue receiving the Service without such material change, and with no change to the charges. Mandatory material changes apply to all clients receiving the Services in the applicable market. If the material change or change in the charge for the Service is mandatory, and the Client refuses to accept the changed Service or the change in charge(s), the applicable Service shall terminate as of the

effective date of the change provided, however, that NIQ and Client may mutually agree to an alternative solution.

9. Disclaimer and Limitation of Liability.

- 9.1.** Client recognizes that the Information represents NIQ's opinion based on its analysis of data and information, including data from sample households and other sources, that may not be under NIQ's control, and are not intended as a substitute for financial, investment, legal, business or other professional advice. Client remains solely responsible for its decisions, actions and use of the Services, and is in compliance with applicable law. NIQ does not guarantee the accuracy, adequacy, timeliness or completeness of the Services, including the Information, References and Technology or any components thereof or any communications, including oral or written (including electronic) with respect thereto. NIQ DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, CONCERNING THE SERVICES, INCLUDING NIQ INFORMATION, REFERENCES, TECHNOLOGY AND OUTPUT WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The foregoing disclaimer shall not act as or constitute an admission by NIQ that any Services or NIQ Information constitute goods, commodities or tangible personal property under applicable law.
- 9.2.** Subject to this Section entitled Disclaimer and Limitation of Liability, if NIQ fails in any material respect to deliver the Services, in accordance with the terms set forth in this Agreement, NIQ will use commercially reasonable efforts to cure such failure; and, if NIQ is unable to effect such a cure, it will give Client a pro-rata refund of fees paid for the affected portion of the Services as Client's sole and exclusive remedy for such failure. NIQ shall not bear any loss or liability attributable to Client Data or other third-party sources. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of NIQ, its affiliates and their third-party sources arising out of or relation to this Agreement for any reason shall not exceed the total fees paid by Client to NIQ under the License Agreement for the affected portion of the Services during the twelve-month period immediately prior to the date the cause of action has accrued. In no event shall NIQ, its affiliates or their third-party sources be liable, in contract, tort (including negligence) or otherwise, for special, incidental, indirect, or consequential damages (including lost profits) arising out of or relating to this Agreement, including any use by Client or others of the Services, even if they have been advised of the possibility of such damages. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR EXCLUDE ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. NEITHER NIQ AND ITS AFFILIATES NOR ANY OF THEIR THIRD-PARTY SOURCES SHALL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. THESE REMEDIES ARE EXCLUSIVE.

10. Indemnification.

- 10.1.** NIQ shall indemnify, defend and hold Client harmless, or at its option and expense settle, any cause of action brought against Client which is based on a third-party claim that the information as provided by NIQ infringes any copyright, trademark or trade secret of the claimant; provided that Client gives NIQ prompt written notice of such claim and NIQ has control of the action including sole right of settlement. NIQ shall pay any final award or settlement resulting from such claim. If a claim is made that the Information as provided by NIQ infringe any copyright, trade secret or other proprietary right of such claimant, NIQ, at its election, shall either (i) procure for Client the right to continue using such Information, (ii) modify them to make them non-infringing but continue substantially to meet the specifications, or (iii) replace them with non-infringing Information of substantially like functionality or terminate the license subject to refund of charges paid for periods when Information are not provided. Notwithstanding the foregoing, NIQ shall have no liability for any claim arising from (a) any combination of the Information with content, data, software, equipment, components, systems, services, tools or intellectual property not provided by NIQ; (b) except for a modification provided by NIQ to Client, any modification of the Information; (c) Client's continued use of the Information in any form previously provided to the Client after NIQ has provided a replacement or modified form to the Client; or (d) following termination of this Agreement. This clause sets out NIQ's entire liability for any infringement of intellectual property.
- 10.2.** Client shall indemnify, defend and hold NIQ, its affiliates and their third-party sources harmless from and against all claims, damages, loss or expenses (including attorneys' fees) arising out of Client's use or disclosure of the Services, and Client Data. Client shall cooperate with NIQ. Client will not settle any claims without NIQ's prior written consent unless the settlement fully and unconditionally releases NIQ and does not require NIQ to pay any amount, take any action or admit any liability.

11. General Provisions.

- 11.1. Survival.** The termination of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: payment obligations, termination, effect of termination, intellectual property ownership, confidentiality, indemnification, limitation of liability and this General Provisions section.
- 11.2. Confidentiality.** NIQ and Client each acknowledge that Confidential Information may be disclosed to the other party during the term of this Agreement, "Confidential Information" means any confidential or trade secret information disclosed by one party to

the other party, either orally or in writing, including but not limited to the terms and conditions of this Agreement, customer lists, marketing and product plans, technology, systems, business processes, and any other financial, sales, marketing or business information that is identified as or should reasonably be understood to be, confidential. Data, information or materials disclosed shall not be deemed Confidential Information if (a) disclosed in public materials without breach of this Agreement or otherwise in the public domain; (b) lawfully obtained from a third party without any obligation of confidentiality; (c) lawfully known to the receiving party prior to disclosure by the other party; or (d) independently developed by the receiving party without use of or reference to the Confidential Information. The receiving party may disclose Confidential Information if compelled by law, regulation or governmental action or order, provided that, if legally permitted to do so, the receiving party provides the disclosing party with prompt written notice thereof and limits the disclosure to the minimum necessary to comply with such legal requirement. Each party will treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, but in no event less than a reasonable degree of care; and will destroy/securely delete or return to the other party all Confidential Information upon termination or expiration of this Agreement.

- 11.3. Force Majeure.** Neither party shall be liable for any delay, failure or omission in the performance of its obligations under this Agreement (excluding the obligation to make payments when due) due to any cause beyond its reasonable control, wherever arising and not due to its own negligence and which cannot be overcome by the exercise of due diligence, including but not limited to failure of any communication system or on- or off-line computing equipment, labor troubles, inability to procure materials or information, governmental or judicial orders, acts of God, acts of terrorism, weather conditions, epidemics, pandemics, third party interference or other similar reason beyond its reasonable control.
- 11.4. Right to Audit.** During the term of this Agreement and for a period of two (2) years following termination or expiration of this Agreement, upon reasonable notice to Client, NIQ shall have the right to audit all usage of the Services or any portion thereof, provided that Client shall not be required to submit to such audit more than twice in any calendar year.
- 11.5. Independent Contractor Relationship.** The parties to this Agreement are independent contractors and neither shall have authority to bind or obligate the other.
- 11.6. Notices.** All notices shall be in writing and deemed given on the date received when delivered personally or by a reputable delivery service with proof of delivery; or when emailed with confirmation of transmission i.e. read receipt (a) if to NIQ at the NIQ address set forth above, Attention: Legal Department, and via email to legal.notices@smb.nielseniq.com, with a copy to the NIQ contact and address indicated in the Agreement (if applicable), and (b) if to Client at the Client contact and address set forth in this Agreement.
- 11.7. Assignment.** This Agreement is for the benefit of and binding on the parties and their respective successors and assigns. It may not be transferred or assigned by either party without the prior advanced written consent of the other, except that NIQ may, upon notice, transferred or assign its rights and obligations under this Agreement to an affiliate or to a successor to its business. If the control of Client directly or indirectly passes from its then-current controlling party by sale of equity interests, merger, or otherwise, such that, immediately following such transaction, control of Client is directly or indirectly exercised by a competitor of NIQ, NIQ has the right to terminate this Agreement.
- 11.8. Dispute Resolution.** In the event of a dispute between Client and NIQ, each party will identify one or more executives of senior rank to discuss the issues and attempt to resolve the dispute in good faith. Failing resolution within 30 days, either party may resort to its legal or equitable remedies, subject to the provisions of this Agreement.
- 11.9. Entire Agreement; Modification or Amendment; No Waiver.** This Agreement, including any amendments, schedules, annexes, appendices thereto, contain the entire understanding of the parties with respect to its subject matter and supersedes all previous discussions and agreements between the parties pertaining to such subject matter. This Agreement shall not be modified or amended except in a writing executed by the parties. No waiver by a party of any breach of this Agreement by the other party shall be deemed a waiver of any prior or subsequent breach.
- 11.10. Counterparts; Electronic signatures.** This Agreement may be signed in counterparts, each of which will be deemed an original and which will together constitute one document. The parties expressly accept that electronic signatures of this Agreement will be deemed original signatures and will have the same validity and effect.
- 11.11. Governing Law.** Governing Law shall be as set forth in the License Agreement.