EXHIBIT A
NIELSEN CONSUMER LLC:
PURCHASE ORDER TERMS AND CONDITIONS
(Goods and Services)

1. **General.** A NielsenIQ-issued purchase order (**"Purchase Order"**), together with these terms and conditions (**"Terms and Conditions"**), and any attachments incorporated therein (the foregoing, collectively, the **"Purchase Agreement"**), applies to the purchase of specified goods and/or services (collectively, "**Products**") by Nielsen Consumer LLC and/or its affiliates **("NielsenIQ"**). This Purchase Agreement constitutes the entire agreement between NielsenIQ and the Seller ("**Seller"**) with respect to the Products described therein. If a separate written agreement governing the purchase of such Products exists between NielsenIQ and Seller, the terms of such agreement shall govern. Seller will comply with the NielsenIQ Supplier Code of Conduct: https://nielseniq.com/wp-content/uploads/sites/4/2021/06/NielsenIQ-supplier-code-of-conduct-d01.pdf

2. **Acceptance and Precedence of Terms.** Seller's acknowledgement of this Purchase Agreement or commencement of performance under a Purchase Order shall constitute Seller's acceptance of these Terms and Conditions. Any additional or different terms in Seller's documents are hereby deemed material alterations and notice of objection and rejection of them is hereby given. Except as otherwise set forth in Section 1 of these Terms and Conditions, this Purchase Agreement shall be controlling over any additional, inconsistent or conflicting terms of any purchase order, quotation, confirmation, invoice, acknowledgement, release, or other oral or written correspondence or agreement, even if accepted by both parties. Acceptance of the Products delivered under this Purchase Agreement shall not constitute acceptance of Seller's terms and conditions or any other agreement proposed by Seller.

3. **Provision of Goods and/or Services.** Seller will provide Products as specified in this Purchase Agreement. If the Purchase Order is placed on an open price basis and in absence of subsequent agreement, then the price to NielsenIQ shall not be higher than Seller's lowest price to any other customer of Seller for the same or substantially similar Products of comparable quantity in effectas of the date of the Purchase Order.

4. **NielsenIQ's Property; Insurance.**

a. **Property.** All materials, including components, raw stock, design materials, special tools and equipment provided by NielsenIQ to Seller in connection with this Purchase Order shall remain NielsenIQ's property. In addition, all special tools and equipment which are identified as a reimbursable item in the Purchase Order or specifically acquired for performance of this Purchase Order shall, upon payment therefore by NielsenIQ become the property of NielsenIQ. All of NielsenIQ's property shall be used only in filling orders for NielsenIQ and shall be (a) kept segregated and clearly marked as NielsenIQ's property, (b) maintained in good condition, normal wear and tear excepted and
(c) surrendered to NielsenIQ upon demand.

b. **Insurance**. Seller shall be responsible for all loss or damage of NielsenIQ property and shall, at its expense, secure and maintain extended insurance coverage in an amount sufficient to cover replacement cost. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Seller at NielsenIQ's facilities. Seller shall secure and maintain insurance against general liability and property damage in an amount sufficient to cover all damages and losses related to this Purchase Agreement. Seller shall also maintain workers compensation insurance as required by law in the state where services will be provided, including employer's liability coverage. If use of a motor vehicle is required, Seller shall maintain at its own expense Automobile Liability insurance with minimum limits of one million dollars ($1,000,000) for combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned vehicles. Depending upon the Products, NielsenIQ may require Seller and/or its agents and subcontractors to carry additional insurance limits and/or coverages. Seller will provide NielsenIQ (or NielsenIQ's designated third party vendor) documentation evidencing the required coverage upon NielsenIQ's (or NielsenIQ's designated third party vendor's) reasonable request. Upon written request from NielsenIQ, NielsenIQ will be named as an additional insured or loss payee, as applicable, on the policies maintained by Seller.

5. **Shipment and Delivery.**

a. **Timing.** Time is of the essence in Seller's performance of its obligations. Seller will immediately notify NielsenIQ if Seller's timely performance under the Purchase Agreement is delayed orlikely to be delayed. NielsenIQ's acceptance of Seller's notice will not constitute NielsenIQ's waiver of any of Seller's obligations or NielsenIQ's rights or remedies.

b. **Terms.** Seller will honor all NielsenIQ routing instructions. Instructions may be indicated on the Purchase Order or on file with the Seller.

c. **Incorrect Delivery.** Incorrect deliveries are Products delivered: (i) in excess of the amounts stated on a Purchase Order; (ii) more than three (3) business days prior to the delivery date listed on a Purchase Order ("**Delivery Date**"); or (iii) after the Delivery Date. At NielsenIQ's option and Seller's risk and expense, NielsenIQ has the right to store such Products for a reasonable amount of time, or reject such Products and return to Seller for a full refund.

d. **Import/Export.** Seller will provide all information required to comply with any applicable import and export laws and regulations, including but not limited to import classification (such as Harmonized Tariff Schedule), export classification (such as Export Control Classification Number), and country of origin of all Products supplied to NielsenIQ. The relevant information must appear on the commercial invoice and the packing list. If applicable, Seller agrees to comply with U.S Customs Security Filing ("ISF") requirements and agrees to include the following "ISF data elements" on the commercial invoice: (1) Manufacturer name and address; (2) Seller name and address; (3) Buyer name and address; (4) Ship to name and address; (5) HTSUS number; and, (6) Country of Origin. Seller will provide the invoice to NielsenIQ, including the "ISF" data, at least seventy-two (72) hours priorto Products being laden on the vessel in the foreign port. Failure to provide such invoice on a timely basis may result in the rejection of the associated Products.

e. **Packing.** Seller shall preserve, pack, package, label, and handle the Products to protect them from loss or damage and in accordance with good commercial practice and NielsenIQ's specifications. Seller shall be liable for and shall promptly refund to NielsenIQ the amount of any loss or damage to Products occurring prior to delivery to NielsenIQ at NielsenIQ's designated point of delivery. Seller shall include with each shipment of Products an itemized packing list that sets forth the number of the Purchase Order, product numbers, a description and the quantity of each of the Products shipped, weight, and the date of shipment. Freight and other charges must be shown if discount is not allowed on full amount of invoice. This Purchase Order number shall be plainly visible on every invoice, package, bill of lading, and shipping order provided by Seller.

6. **Change Orders.** NielsenIQ has the right, at any time prior to the date of shipment, by a written request (including via email or facsimile) to suspend its purchase of Products hereunder or make changes in: (i) the quantities, scope, or Delivery Date of Products ordered; (ii) applicable drawings, designs, and/or specifications; (iii) the method of shipment or packing; and/or (iv) the place of delivery or service location. If such a change by NielsenIQ causes an increase in the cost of, or the timing required for Seller's performance, and Seller immediately notifies NielsenIQ in writing, then the price and/or delivery schedule of the Products corresponding to such changed portion(s) of a Purchase Order shall be equitably adjusted as mutually agreed upon by both parties, and the parties shall modify the Purchase Order accordingly in writing. Seller shall request such an adjustment no later than five (5) days from the date of Seller's receipt of NielsenIQ's notification of change; however, such period may be extended upon NielsenIQ's prior written approval. Nothing in this Section 6 is intended to excuse Seller from performing pursuant to a Purchase Order as changed or amended. NielsenIQ will be responsible for reasonable expenses accrued by Seller up to the date of notice, provided that such expenses relate to the Products as originally agreed.

7. **Acceptance; Return.**

a. **Acceptance.** Acceptance of the Products will be in accordance with the acceptance criteria set forth in this Purchase Agreement. If there are no such criteria, then the Products must be accepted by NielsenIQ in accordance with the terms of the Purchase Order in order to be deemed accepted by NielsenIQ. Unless otherwise specified in the Purchase Order, Products must be accepted by NielsenIQ through a written communication to Seller (including via email or facsimile) in order to be deemed accepted by NielsenIQ. If NielsenIQ does not provide acceptance within 90 days of receipt of Products, Products will be deemed accepted. NielsenIQ's payment to Seller for Products will not be deemed as acceptance by NielsenIQ. Title to the Products will not transfer to NielsenIQ unless and until NielsenIQ accepts such Products.

b. **Return.** NielsenIQ has the right to return to Seller, at Seller's own risk and expense, including, without limitation, transportation and insurance charges, Products that: (i) do not meet the warranties specified herein; (ii) are not accepted pursuant to this Section 7; or (iii) constitute over- shipments or early shipments by Seller.

8. **Prices**. The prices for the Products provided hereunder shall be as listed on the Purchase Order

9. **Data Protection and Information Security:**

a. **Data Protection.** Seller shall comply with applicable data-protection laws and, where it processes personal data on NielsenIQ's behalf, shall: (a) act only on NielsenIQ's written instructions; (b) keep personal data confidential; (c) apply appropriate technical and organizational security measures; (d) notify NielsenIQ within twenty-four (24) hours of any actual or suspected security incident or personal-data breach and reasonably assist NielsenIQ with related obligations, including data-subject requests; (e) not appoint a subprocessor without NielsenIQ's prior written authorization, impose equivalent obligations on it, and remain responsible for its compliance; (f) return or delete personal data on completion or termination of the Services unless retention is legally required; (g) provide information and reasonable audit access to demonstrate compliance; and (h) promptly flag any instruction it believes breaches data-protection law. No personal data may be transferred outside the country of collection without NielsenIQ's prior written consent.

To the extent the processing under these Terms relates to Seller's provision of market research services to NielsenIQ, then it may include the collection, recording, hosting, use, review, matching, troubleshooting, transfer or other processing of personal data necessary to provide those Services. The data subjects are survey respondents, and the personal data may include unique identifiers, IP addresses, names, contact details (including email addresses, telephone numbers and mailing addresses), and audio or video recordings. Processing may continue for as long as reasonably necessary to provide and support the Services, including investigating and resolving data-quality or other project-related issues.

Any processing of personal data outside the scope described above, or any intended processing of special categories of personal data (including data revealing racial or ethnic origin, health, or other data protected under applicable law), requires NielsenIQ's prior written agreement and may be subject to additional data-protection terms. This Section 9 forms the parties' data-processing agreement for the processing described above.

b. **Information Security.** To the extent Seller accesses NielsenIQ systems or processes NielsenIQ Confidential Information, Seller shall maintain reasonable administrative, technical, and physical safeguards designed to protect such systems and information against unauthorized access, use, disclosure, alteration, or destruction. Seller shall limit access to personnel who require it to provide the Products, are subject to appropriate confidentiality obligations, and access only the systems and information authorized by NielsenIQ. Seller shall promptly notify NielsenIQ of any actual or reasonably suspected unauthorized access to, use of, or disclosure of NielsenIQ systems or Confidential Information and shall reasonably cooperate with NielsenIQ to investigate, contain, and remediate the incident. Seller remains responsible for compliance with this Section by its personnel, agents, and subcontractors.

10. **Artificial Intelligence.** To the extent Seller uses artificial intelligence, machine learning, large language models, or similar technologies (collectively, "AI") in connection with providing Products or processing NielsenIQ data: (a) all NielsenIQ data, prompts, inputs, and outputs generated using NielsenIQ data remain NielsenIQ's sole property and confidential information; (b) Seller shall not use NielsenIQ data (including prompts, inputs, or outputs) to train, fine-tune, or improve any AI model, and shall affirmatively opt out of any such use by third-party AI providers; (c) Seller shall use only commercially licensed enterprise versions of AI systems in connection with NielsenIQ data – consumer or free-tier versions are prohibited; (d) Seller shall maintain logical isolation of NielsenIQ data such that it is not used to serve other customers or commingled in shared retrieval indices; (e) Seller shall notify NielsenIQ in writing within five (5) business days of discovery of any AI-related incident involving unauthorized disclosure of NielsenIQ data, material compliance risk, or sustained service failure; (f) Seller shall limit retention of NielsenIQ inputs, outputs, and prompt logs to no more than thirty (30) days and shall delete NielsenIQ data upon termination or NielsenIQ's request; (g) Seller shall impose equivalent AI governance and data protection obligations on any subprocessors and shall disclose the identity of AI models and model providers upon NielsenIQ's request; (h) Seller shall comply with all applicable AI and data protection laws, including the EU AI Act to the extent applicable; and (i) Seller shall indemnify, defend, and hold harmless NielsenIQ from third-party claims arising from Seller's breach of this paragraph, AI incidents, misuse of NielsenIQ data, or intellectual property infringement by Seller's AI systems or outputs.

11. **Payments.** All undisputed payments due hereunder to Seller shall be paid to Seller in the relevant currency specified in the Purchase Agreement, within the applicable terms specified therein following the later of: (i) the Delivery Date; (ii) the date of NielsenIQ's acceptance of all of the Products pursuant to a Purchase Order; or (iii) NielsenIQ's receipt of a correct invoice and certifications of conformance of the Products to the specifications, if applicable. Seller shall only submit invoices on or after the start date of Services or NielsenIQ's receipt of Deliverables, as applicable. Invoices shall be submitted through Seller's Supplier account at supplier.Ariba.com and must contain a valid NielsenIQ PO number. By accepting payment from NielsenIQ, the seller agrees that any invoices submitted in the future without a valid, pre-approved NielsenIQ PO Number from Seller will be deemed invalid and NielsenIQ shall have no obligation to pay any such invoice.

Unless otherwise expressly stated in the applicable Purchase Order, NielsenIQ's standard payment terms are net ninety (90) days from the later of (i) the Delivery Date, (ii) NielsenIQ's acceptance of the Products, or (iii) NielsenIQ's receipt of a correct invoice. Notwithstanding the foregoing, if applicable law or mandatory governmental requirements in the jurisdiction where Products are provided require a shorter payment period, such shorter period shall apply solely to the extent required by such law.

For the avoidance of doubt, any invoiced amounts reasonably disputed by NielsenIQ will not become due and payable until sixty (60) days after the dispute is resolved. Expenses will be reimbursed only when pre-approved by NielsenIQ and supported by appropriately detailed records. Except for state and local sales or use taxes levied on purchases under the Purchase Agreement and required by law to be collected by Seller, NielsenIQ will not be liable for any sales, use, excise, value added, ad valorem and other taxes unless otherwise specified in a Purchase Order. Seller shall separately state on all invoices any sales or use taxes imposed. In the event any tax included was not required, Seller shall notify NielsenIQ and promptly procure a refund and pay such amount to NielsenIQ. Seller shall comply with any reasonable request by NielsenIQ regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford NielsenIQ the benefit of any refund or reduction in such taxes.

12. **Warranties.**

a. **Performance Warranties.** Seller warrants to NielsenIQ and NielsenIQ's customers for the longer of Seller's normal warranty period or for one (1) year following the date of NielsenIQ's acceptance of the Products that: (i) when received by NielsenIQ from Seller, the Products will be free from defects in design, material, workmanship and manufacture; (ii) the Products will conform to the applicable documentation, or to other descriptions and specifications set forth in this Purchase Agreement; (iii) the Products will be suitable for the purposes for which NielsenIQ intends, including without limitation purposes made known to Seller; and (iv) all Products will be new and unused, unless otherwise specified by NielsenIQ. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by NielsenIQ. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive.

b. **Performance Remedies.** Notwithstanding any acceptance by NielsenIQ under Section 7, if any of the Products delivered by Seller do not meet the warranties specified herein or otherwise applicable, NielsenIQ has the right, at its option, to: (i) require Seller to correct any defective or non- conforming Products by repair or replacement at no charge to NielsenIQ; (ii) return such defective or non-conforming Products to Seller at Seller's expense and recover from Seller all amounts paid heretofore; (iii) correct the defective or non-conforming Products itself and charge Seller the cost of such correction; or (iv) utilize the defective Products and require an appropriate reduction in price. NielsenIQ's approval of Seller's product, services or design shall not relieve Seller of the warranties set forth herein, nor shall waiver by NielsenIQ of a requirement pertaining to any acceptance criteria, drawing or specification for one or more of the Products constitute a waiver of such requirements for the remaining Products to be delivered hereunder unless so stated by NielsenIQ in writing.

c. **General Warranties.** Seller represents and warrants that: (i) Seller has good, unencumbered title to the Products, including any components thereof, and has conveyed such good, unencumbered title to NielsenIQ; (ii) the Products will be of professional quality and/or performed consistently with generally accepted industry standards; (iii) there exists no actual or potential conflict of interest concerning the Products; (iv) Seller's performance under this Purchase Agreement does not require or contemplate the breach of any other agreement with or obligation to a third party; (v) Seller will, and will cause its agents and subcontractors to, comply with all applicable laws and regulations; (vi) Seller will, and will cause its agents and subcontractors to, comply with all applicable import and export laws and regulations, and will ensure that any employees providing services to NielsenIQ do not appear on relevant restricted party lists, including the U.S. Treasury Department's Specially Designated Nationals list and the U.S. Commerce Department's Denied Persons List; (vii) Seller and its directors, officers, employees and agents ("Personnel") will comply with all applicable anti-bribery laws, and have not and will not offer, pay, promise or authorize the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with NielsenIQ's business to a candidate for public office or to an official or employee of a government, government-controlled entity, public international organization or political party; and, (viii) Seller is an equal-opportunity employer, does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by law and will not so discriminate in providing the Products. Seller must be in compliance with applicable federal regulations on affirmative action implementing Executive Order 11246 as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and Executive Order 13672. NielsenIQ and Seller hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5(a), 60-300.5(a), and 60-741.5(a), by reference if applicable. The Executive Order 13496: Notification of Employee Rights Under Federal Labor Laws set forth in 29 Code of Federal Regulations Part 471, Appendix A to Subpart A is hereby incorporated by reference.

13. **Termination.**

a. **Services.** NielsenIQ has the right to terminate this Purchase Agreement with respect to services, at any time, with or without cause, by providing Seller with written notice. Termination is effective immediately unless otherwise specified in the termination notice, but NielsenIQ will pay any reasonable fees previously accrued for services satisfactorily performed as set forth in this Purchase Agreement.

b. **Goods.** NielsenIQ has the right to terminate this Purchase Agreement with respect to goods, in whole or in part, or any individual Purchase Order, at any time, with or without cause, by providing Seller with written notice. Termination is effective immediately unless otherwise specified in the termination notice. Upon such termination, Seller will, to the extent and at the times specified by NielsenIQ; (i) stop all or specified work under this Purchase Agreement or a Purchase Order, as applicable; (ii) place no further orders for materials to complete such work; (iii) if requested by NielsenIQ, assign to NielsenIQ all of Seller's rights, title and interests under terminated subcontracts and orders; (iv) settle all claims hereunder (after obtaining NielsenIQ's prior written approval); (v) protect all property in which NielsenIQ has or may acquire an interest; and (vi) transfer title and make delivery to NielsenIQ of all articles, materials, work in process, and other things held or acquired by Seller in connection with all or the terminated portion of this Purchase Agreement or a Purchase Order, as applicable. Seller will promptly comply with NielsenIQ's instructions respecting each of the foregoing without awaiting settlement or payment of any amounts it may claim against NielsenIQ. Within six (6) months after such termination, Seller may submit to NielsenIQ its written claim, with supporting documentation, for any unavoidable material costs relating specifically to Seller's performance hereunder and resulting from the termination. Failure to submit such claim within such six (6) month period will constitute Seller's waiver of all claims against NielsenIQ and a release of all of NielsenIQ's liability arising out of the termination. The parties may, after conferring with each other in good faith, agree upon the amount to be paid by NielsenIQ to Seller. Absent such agreement, NielsenIQ will pay Seller the following amounts: (a) the price set forth in this Purchase Agreement for all goods rendered in accordance with this Purchase Agreement prior to termination, to the extent not previously paid for; (b) the reasonable actual costs incurred and paid by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of this Purchase Agreement; and (c) the reasonable actual costs incurred and paid by Seller in making settlement hereunder and in protecting property in which NielsenIQ has or may acquire an interest. Payments made under this section shall not exceed the aggregate price of the goods specified in the terminated portion of this Purchase Agreement, less payments otherwise made or to be made by NielsenIQ. Any amounts payable to Seller by NielsenIQ under this section shall exclude amounts relating to goods that are lost, damaged, stolen, or destroyed. Upon the occurrence of any one of the following events, NielsenIQ shall have the unrestricted right, at its option, to cancel and terminate this Purchase Agreement without cost or liability to NielsenIQ: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; or (3) appointment of a receiver for Seller by any court of competent jurisdiction.

14. **Proprietary Interest.** Seller agrees that all software (including modifications and documentation), products, inventions, documents, writings and other materials created, conceived, prepared, made, discovered or produced by Seller that are provided to NielsenIQ pursuant to this Purchase Agreement (the **"Deliverables"**), including all associated copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights (**"Intellectual Property Rights"**), shall be considered "works made for

hire," to the extent permitted by law, and shall be the sole and exclusive property of NielsenIQ. If for any reason such Deliverables are not deemed to be "works made for hire," Seller irrevocably assigns and transfers all right, title and interest in and to such Deliverables to NielsenIQ, and agrees to assist NielsenIQ, at NielsenIQ's expense, to perfect such interest. Notwithstanding the foregoing, to the extent any Intellectual Property Rights embedded in the Deliverables were created prior to the date of this Purchase Agreement, or are not otherwise created pursuant to or in connection with this Purchase Agreement or the Products, then such Intellectual Property Rights shall remain the property of Seller, but Seller grants to NielsenIQ a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, non-terminable, transferable, sublicensable license to such Intellectual Property Rights in order for NielsenIQ to exercise its rights in the Deliverables as contemplated by this Purchase Agreement. Without limiting the foregoing in this Section 14, Seller will not assert, and otherwise waives, any "moral rights" in the Deliverables and assigns to NielsenIQ all "moral rights" in the Deliverables.

15. **Confidentiality.** Seller agrees that all information, data, and material it obtains from, or on behalf of, NielsenIQ in connection with this Purchase Agreement shall be "**Confidential Information**" and is the sole property of NielsenIQ. Seller will use Confidential Information solely for the purposes of providing Products under this Purchase Agreement. Except as specifically authorized by NielsenIQ in writing, Seller will not disclose or make Confidential Information available to any third party, including purposefully or inadvertently through (a) a data breach, (b) other loss, theft, or unauthorized use, manipulation or access of or to Confidential information, or (c) any similar incident, occurrence or activity. Upon NielsenIQ's written request, Seller will promptly return all Confidential Information and copies, or certify in writing that it has destroyed all such materials. Seller will not bring to NielsenIQ or use in connection with the Products any information, data, materials, or documents of a third party considered confidential or proprietary without the written authorization of such party and NielsenIQ. Confidential Information does not include information that: (i) is demonstrated to have been known to Seller without restriction before receipt from NielsenIQ; (ii) is publicly available through no fault of Seller; (iii) is demonstrated to have been rightfully received by Seller from a third party without a duty of confidentiality; or (iv) is demonstrated to have been independently developed by Seller without reference to any Confidential Information. Seller may disclose Confidential Information if and to the extent compelled to do so by law if it provides reasonable prior notice to NielsenIQ, and if it reasonably cooperates with NielsenIQ, at NielsenIQ's expense, in NielsenIQ's efforts to challenge such disclosure.

16. **Indemnification.**

a. **General.** Seller shall indemnify, defend and hold NielsenIQ and its officers, directors, agents, employees, successors and customers harmless from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by NielsenIQ arising from or related to: (i) any property damage, personal injury or death related to the Products; (ii) any act or omission of Seller or its agents, employees, or subcontractors, including any breach of this Purchase Agreement by Seller; and (iii) royalty claims, liens or any other encumbrances on the Products supplied hereunder, or any components or intellectual property thereof.

b. **Intellectual Property.** Seller shall indemnify, defend and hold NielsenIQ and its officers, directors, agents, employees, successors and customers harmless against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by NielsenIQ arising from any claim that the Products infringe or misappropriate any third party Intellectual Property Rights. If NielsenIQ's use of any of the Products is enjoined or, in NielsenIQ's reasonable opinion, is likely to be enjoined as result of any such claim or allegation of intellectual property infringement, Seller agrees, at NielsenIQ's option to: (i) accept return of the Products from NielsenIQ and refund to NielsenIQ the amounts paid by NielsenIQ with respect to such Products; (ii) at no cost to NielsenIQ, modify the Products so that they become non-infringing but equivalent in functionality, quality, compatibility and performance; or (iii) at no cost to NielsenIQ, procure for NielsenIQ and its customers the right to continue using and distributing the Products. The foregoing obligation of Seller does not apply to the extent NielsenIQ modifies any Product after shipment to NielsenIQ (except as otherwise directed, expressly contemplated or expressly permitted by Seller), if the alleged infringement would not have occurred but for such modification.

17. LIMITED LIABILITY. NIELSENIQ WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF BUSINESS, REVENUES, OR BUSINESS INFORMATION, OR DAMAGES FOR BUSINESS INTERRUPTION, COST OF COVER OR COST OF CAPITAL, EVEN IF NIELSENIQ OR THE SELLER HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, NIELSENIQ SHALL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 4 MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

18. No Exclusivity; No Purchase Requirements/Limits. Nothing herein is intended nor shall be construed as limiting NielsenIQ's ability to procure any products and/or services from other providers. NielsenIQ will not be required to purchase any minimum amount of Products pursuant to a Purchase Order or this Purchase Agreement, and may purchase as many Products pursuant to a Purchase Order or this Purchase Agreement as it wishes.

19. No Publicity. Without the prior written approval of the other party, neither party will issue any public statements or promotional materials disclosing the existence of the relationship of the parties hereto, the existence of this Purchase Agreement or the delivery and/or performance of Products.

20. Audit. Within fifteen (15) days of NielsenIQ's reasonable request, Seller will provide access to those books, records and facilities of Seller which are reasonably necessary for NielsenIQ to confirm fulfillment and compliance with this Purchase Agreement.

21. Background Checks. If NielsenIQ requires Seller to conduct background checks on Seller's personnel, Seller will do so according to the policies provided by NielsenIQ, and will provide confirmation of the results of such checks to NielsenIQ or its third-party vendor upon request. If NielsenIQ requests its own background checks, Seller will obtain written consent from its Personnel and supply information reasonably requested by NielsenIQ. Seller will require its personnel performing services to provide prompt notice of any change of status after the initial background check, and Seller will notify NielsenIQ of any change of status.

22. Anti-Bribery. Seller represents and warrants that in delivery of Products under this Purchase Agreement: (a) Seller will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act as well as anti-bribery provisions of local law in any country where Seller or any of its affiliates are performing work; (b) Seller will not directly or indirectly, offer, promise, pay, authorize or give, money or anything of value to any Government Official (as defined below) in order to obtain or retain an advantage in the course of business (i) as consideration for an act or omission by the official in connection with the performance of the official's duties or functions or (ii) to induce the official to use his or her position to influence any acts or decisions of the foreign state or public international organization for which the official performs duties or functions; (c) Seller will not, directly or indirectly, offer, promise, pay, authorize, deliver or give any Facilitation Payments (as defined below); (d) no officer of or director or owner of Seller is a Government Official and Seller is not an agency/instrumentality of any government.; and (e) Seller shall notify NielsenIQ promptly in writing if it acquires any knowledge which would cause any of the representations or warranties given in this Section to be untrue or inaccurate. For purposes of this Section, "Government Official" means any official, officer, employee or representative of: (i) any federal, state, provincial, county or municipal government or any department or agency thereof; (ii) any public international organization or any department or agency thereof; or (iii) any company or other entity owned or controlled by any government, including state-owned, operated or controlled companies; and "Facilitation Payment" means money or anything of value given to any Government Official to secure or expedite the performance of a routine government function. Seller shall, upon request by NielsenIQ, provide written certification of its compliance with this Section.

23. Miscellaneous. Except as provided herein, any notice, approval or consent required or permitted hereunder shall be: (i) in writing; (ii) delivered by hand or by overnight courier service to the respective addresses of the parties as set forth in the Purchase Order (or such other addresses a party may designate in writing in accordance with this Section 23); and (iii) effective upon actual delivery, or upon attempted delivery if receipt if refused. Notices to NielsenIQ shall be addressed "Attn: Purchasing" to the NielsenIQ address listed on this Purchase Order. Legal notices shall be sent to NielsenIQ by email: legal.notices@smb.nielseniq.com. If any provision of this Purchase Agreement shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Agreement shall otherwise remain in full force and effect and enforceable. Except as provided herein, the failure to enforce any provision herein or right or remedy on any one occasion shall not be construed as a waiver on any other occasion. The relationship of Seller and NielsenIQ is that of independent contractor. Except as provided herein, no term or condition of this Purchase Agreement may be amended or deemed to be waived, except by a writing signed by both parties that refers to this Purchase Agreement. No right or obligation under this Purchase Agreement (including the right to receive monies due) may be assigned, delegated or subcontracted by Seller without the prior written consent of NielsenIQ, and any purported assignment without such consent shall be void. This Purchase Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the internal laws of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. The exclusive jurisdiction and venue of any action relating to this Purchase Agreement shall be the State and/or Federal Courts located in the State of New York, and Seller submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. The rights and remedies herein provided are in addition to those available to either party at law or in equity. The following Sections shall survive expiration or termination of this Purchase Agreement: 1, 2, 4, 7 (so long as NielsenIQ has a return right as set forth herein), 9, 10, 12, 13, 14, 15, 16, 17, 18 20 and 23.