

NIELSENIQ BOOKDATA RESEARCH REPORT

TERMS OF USE

Please read these terms of use (the "Terms") carefully. These Terms apply to your use of those certain NielsenIQ BookData Research Report products and services (the "Service"), and the information contained therein (the "Information"), as described in a proposal or online order form (the "Order") provided to you by Nielsen Book Services Limited ("NBSL", "we", "us" or "our" as the context indicates). If you are using the Service or Information content on behalf of an entity with which you are employed, engaged or associated ("Company"): (a) you agree that Company shall be bound by the Terms; and (b) you represent that you have full legal authority to bind Company to these Terms. The term "you" or "your" (as the context indicates) refers to: (i) the Company (and its officers, directors, employees and agents) identified in the information submitted during the purchasing process or (ii) the individual, in the case of a non-legal entity, identified in the information submitted during the purchasing process. By accessing the Service and the Information therein, you hereby agree to the following:

Use and Disclosure. We own the Service and Information. The Service and the Information is made available to you under a limited, non-exclusive license for your confidential internal use; provided, however, you may disclose "Limited Excerpts" (meaning Information that is not of sufficient quantity or quality as to have independent commercial value); provided, however, that any disclosure must be accurately sourced to NBSL, may not claim NBSL as the source of any independently generated information, and may not be presented in a misleading manner.

No Service or Information may be used in any legal or administrative proceeding; provided that if any such use is compelled by legal process, you shall promptly give NBSL advance written notice and, before such use, obtain confidentiality agreements, protective orders and evidentiary stipulations reasonably acceptable to NBSL and shall limit the use to the minimum necessary to comply with such legal requirement. You shall not decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt or translate any Service or Information, or remove any proprietary or copyright legend therefrom. You may not sell, license, sublicense or otherwise distribute or make the Information or any parts thereof accessible in any way whatsoever to any third parties other than as provided in these Terms. You may not place the Information in any data retrieval system outside your control. You may not use the Information to create derivative or competitive works.

AI ingestion. You shall not use the Services, data or Information in conjunction with any machine learning models not provided by NIQ such as neural networks, deep learning or other artificial intelligence computer or software program provided by a third party ("third party **AI System**") unless such use is for Client's internal use (for example, demand planning) and then only if Client ensures that the third party AI System protects the confidentiality of the Services and Information and cannot be used to train and/or improve the third party AI System. For any other use case, Client will provide, in writing, specifications of intended use cases to NBSL for its review and consideration and Client shall only be permitted such use with written approval by NBSL to Client, which may be in the form of an agreement or contract.

Fees and Payment. You agree to pay the fees set forth in the Order. Fees are due in advance for purchases made through the online store, or in all other cases within 30 days of the date of the invoice. You agree to pay interest at 1.5% per month (or, if lower, the maximum legal rate) from the date originally due until payment is received by NBSL on all amounts thereafter. All fees payable by you under these Terms and the applicable Order are exclusive of amounts in respect of value added tax for which you shall be liable.

Disclaimer. NBSL DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO YOU OR TO ANY THIRD PARTY, CONCERNING THE SERVICE OR INFORMATION PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The foregoing disclaimer shall not act as or constitute an admission by NBSL that the Service or Information constitutes goods, commodities or tangible personal property under applicable law.

Indemnity. You agree to indemnify and hold NBSL harmless from and against all claims, damages, loss or expenses (including reasonable attorneys' fees) arising, directly or indirectly, from your use or disclosure of the Services or Information.

Limitation of Liability. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OR CORRUPTION OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) IN CONNECTION WITH YOUR USE OF THE SERVICE OR INFORMATION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US TO ACCESS AND USE THE SERVICE OR INFORMATION THAT GAVE RISE TO THE LIABILITY.

Miscellaneous. You may not assign or transfer, by operation of law or otherwise, any rights or obligations under these Terms and the applicable Order without our prior written consent. You agree that any breach of the "Use and Disclosure" provision of these Terms may cause irreparable harm to NBSL, for which NBSL's remedies at law will not be adequate, and in such event, we shall be entitled to injunctive relief without having to prove irreparable injury, lack of an adequate remedy at law, posting bond or waiving any other rights. These Terms along with the applicable Order incorporated herein by reference, constitutes the entire agreement between the parties with respect to the Service and Information, and supersedes all prior negotiations and agreements, whether oral or written, with respect to the Service and Information. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms shall be governed by, construed and interpreted according to the laws of England and Wales. The parties agree to the exclusive personal jurisdiction of the English courts.