

TERMS AND CONDITIONS

USA V 080804 Mintel Library

Mintel Group Ltd., an English corporation doing business as Mintel Americas with a registered place of business at 333 West Wacker Drive, Suite 1100, Chicago, Illinois 60606 (hereafter, "Mintel") agrees to supply access to its Services (as defined below) on the Terms and Conditions set forth below.

By signing the Order Form (as defined below), the contracting party (the "Licensee"), the name, contact details and address for services of notice for whom are included on the Order Form, unequivocally accepts the Terms and Conditions set forth herein:-

1 DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:-

1.1 Authorized Users

Current members of the staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Premises of the Licensee and additionally, where agreed in writing between Mintel and Licensee, from such other places where members of staff or students work or study, including without limitation halls of residence and lodgings and homes of members of staff or students, and who have been issued by Mintel with a password or other authentication.

1.2 Commercial Use

Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Services. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Services in the course of research funded by a commercial organization, is deemed not to constitute Commercial Use, providing that the use is as determined in 3.2.3 only.

1.3 Fee

The fee and conditions of payment (together the Fee) set out in the Order Form, which may be agreed by the parties from time to time. Local applicable sales or State taxes will be added to the Fee when invoiced.

1.4 Premises

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

1.5 Services

Mintel database research services and other hosted information services provided by other publishers, including, but not limited to, marketing intelligence reports and databases, and including the Global New Product Database (GNPD) and derivatives thereof, published from time to time by Mintel in electronic (via the world wide web or inter/intranet), and/or hard copy format (copies of which in pdf format contain on the cover page some but not all key clauses from this Agreement), the contents of which relate to a variety of market sectors and territories which are, subject to these Terms and Conditions, available on the Site or from Mintel directly, and as more particularly specified on the Order Form.

1.6 Secure Network

A network (whether a standalone network or a virtual network within the Internet) which is accessible only to Authorized Users with the prior approval of the Licensee, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

1.7 Site

Mintel's web-sites www.mintel.com, www.ci.mintel.com, and other sites which may be advised by Mintel from time to time.

1.8 Order Form

The form, signed and dated on behalf of the Licensee, accepting these Terms and Conditions, and which specifies, inter alia, the price, format and level of Services to be provided, and the dates for the initial Subscription Period. Unless otherwise specified on the Order Form, the Licensee is defined as an individual legal entity.

1.9 Contract

The entire agreement as between Mintel and the Licensee as comprised in the Order Form and these Terms and Conditions.

2 LICENSE AND PAYMENT

2.1 Subject to these Terms and Conditions, Mintel hereby grants the Licensee the non-exclusive and non-transferable right:-

2.1.1 To give Authorized Users access to the Services via its Secure Network; and

2.1.2 To use the Services made available by Mintel in hard copy format and/or through the internet (depending upon the delivery format specified in the Order Form) solely for

the provision and furtherance of academic, non-commercial study, subject to these Terms and Conditions.

- 2.2 The license granted above shall commence on the date of signing the Order Form or such date as may be specified on the Order Form, and, subject to the provisions relating to early termination as set out in Clause 6, shall continue for a minimum period of twelve (12) months, or such other period as may be specified in writing on the Order Form, from the effective date and, unless terminated pursuant to Clause 6, shall automatically continue for consecutive twelve (12) month periods thereafter at no lesser level of annual financial subscription commitment, or such other periods as may have been agreed between the parties in writing on the Order Form (the “Subscription Period(s)”)
- 2.3 The Licensee shall pay annual Fees to Mintel, first within thirty (30) days of signing the Order Form and then on each anniversary thereafter (or within thirty (30) days of the commencement of each subsequent Subscription Period provided for at Clause 2.2 above).

3 PERMITTED USES

The license granted at Clause 2.1 above permits the Licensee and Authorized Users to do only the following acts:-

- 3.1 The Licensee may, subject to Clause 4 below:-
 - 3.1.1 Allow Authorized Users to have access to the Services on the Site via the Secure Network; and/or
 - 3.1.2 Display, download or print the information included in the Services for the purpose of internal marketing or testing, or for training Authorized Users as stated on the Order Form, or as agreed to in writing by both parties.
- 3.2 Authorized Users may, subject to Clause 4 below:-
 - 3.2.1 View, retrieve and display the information comprised in the Services;
 - 3.2.2 Temporarily electronically save the information comprised in the Services for personal use;
 - 3.2.3 Distil, précis, digest and analyse the information comprised in the Services as part of a live project conducted as a requirement as part of the course PROVIDED THAT as a

maximum, ONLY the lesser of 2.5% of any single Mintel report forming part of the Services, and 25% of a section within any single Mintel report, (such percentages to exclude indexes and contents pages) is included in a dissertation or thesis by way of a direct extract;

- 3.2.4 Print off single copies of selections of the information comprised in the Services;
- 3.2.5 Distribute single copies of selections of the information comprised in the Services in printed or electronic format to other Authorized Users for their personal use.
- 3.3 Authorized Users may additionally (always subject to Clause 4 below):-
 - 3.3.1 Incorporate selections of the information comprised in the Services in printed or electronic course or study packs for the use of Authorized Users in the course of instruction. Each such item shall carry appropriate acknowledgement of the source. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired; and/or
 - 3.3.2 Incorporate selections of the information comprised in the Services on an extranet to other Authorized Users for particular projects as and when is desirable.
- 3.4 The Licensee and Authorized Users must at all times when accessing the Services on the Site abide by Mintel's Conditions of Use of the Services as appearing on the Site from time to time.

4 PROHIBITED USES

For the avoidance of any doubt, the license granted at Clause 2.1 above does not allow the Licensee and Authorized Users to do any of the following acts:-

- 4.1 Remove or alter Mintel's Conditions of Use of the Services or the copyright notices or other means of identification or disclaimers as they appear on the Services on the Site.
- 4.2 Systematically make copies electronic or otherwise of multiple extracts of the information comprised in the Services for any purpose.
- 4.3 Provide, by electronic means or otherwise, to a user at another library or elsewhere, a retained copy of any part of the information comprised in the Services (except as permitted in Clause 3.2.3 above).
- 4.4 Mount or distribute any part of the information comprised in the Services on any electronic network or otherwise, including without limitation the Internet and the World Wide Web, except as provided for in Clause 3.3.
- 4.5 Use the whole or any part of the information comprised in the Services for any Commercial Use or gain whatsoever.
- 4.6 Distribute the information comprised in the Services to anyone other than Authorized Users.
- 4.7 Publish, distribute or make available the information comprised in the Services, works based on the information comprised in the Services or works which combine it with any other material, other than as expressly permitted in these Terms and Conditions.
- 4.8 Alter, abridge, adapt or modify the information comprised in the Services, except to the extent necessary to make it perceptible on a computer screen or as otherwise permitted in these Terms and Conditions to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted, except as permitted under Clause 3.2.3 above.
- 4.9 Allow use of the Service or information comprised within it to franchised colleges or such similar establishments.
- 4.10 The use of any Mintel consumer intelligence report containing Information Resources, Inc. (IRI) Infoscan data by (or disclosure to) a Non-Participating Retailer or its employees (or agents/professional advisors working on its account) is prohibited. A Non-Participating Retailer is a retailer and its subsidiaries each as defined by IRI, where it, or one of its associated companies, has declined to participate in IRI's Infoscan information service by not providing its data to IRI. A current written list of Non-Participating Retailers and subsidiaries (as notified to Mintel by IRI) is available from Mintel at any time, or as linked through from the Terms of Use, Clause 2.7. As of the Start Date, Non-Participating Retailers are Aldi, Costco, Dollar Tree, Lidl, Trader Joe's, and Whole Foods.

5 UNDERTAKINGS AND WARRANTIES

- 5.1 Mintel shall indemnify and hold the Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any third party legal action taken against the Licensee claiming actual or alleged infringement of copyright or other proprietary or other intellectual property rights. This indemnity shall not apply if the Licensee has amended the information comprised in the Services in a manner inconsistent with the original information or if the Licensee has materially breached these Terms and Conditions.
- 5.2 Subject to the format of the Services to be provided by Mintel as stipulated on the Order Form, Mintel shall make the Services available to the Licensee and to Authorized Users over the world wide web via the Site.
- 5.3 Mintel shall also:-
 - 5.3.1 Use all reasonable efforts to ensure that its server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the world wide web, as such standards evolve from time to time during the Subscription Period(s);
 - 5.3.2 Use all reasonable efforts to make the Services available to the Licensee and to Authorized Users at all times, save for routine maintenance, and to restore access to the Services as soon as possible in the event of an interruption or suspension of the service.
 - 5.3.3 Licensee hereby acknowledges that Mintel's and other hosted publisher's future publishing schedules are subject to modification from time to time, in common with standard industry practice.
- 5.4 Licensee hereby acknowledges that Mintel's and other hosted publisher's future publishing schedules are subject to modification from time to time, in common with standard industry practice.
- 5.5 Mintel shall provide usage information for the Licensee's internal use only. If Mintel assigns its rights to another party under Article 8.1 hereof, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 5.6
 - 5.6.1 Mintel will use all reasonable efforts to ensure that the Services and any software relating thereto provided by Mintel will perform in accordance with any Mintel user guide that is available to the Licensee. **IN THE EVENT OF ANY FAILURE OF THE SERVICES, MINTEL'S OBLIGATION SHALL BE LIMITED TO USING ITS**

REASONABLE EFFORTS TO REMEDY ANY DEFICIENCIES IN THE AFFECTED SERVICES, OR AT ITS OPTION, TO CANCELLING, CREDITING OR REFUNDING THE FEES DUE FROM THE LICENSEE IN RESPECT OF ANY PERIOD IN EXCESS OF FIVE (5) WORKING DAYS IN ANY CALENDAR YEAR FOR WHICH THE SERVICES HAVE FAILED TO PERFORM CORRECTLY IN ALL MATERIAL RESPECTS. THE OBLIGATION TO CORRECT DEFECTS OR CANCEL, CREDIT OR REFUND A PROPORTIONATE PART OF THE FEES PAYABLE BY THE LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS SHALL CONSTITUTE THE FULL EXTENT OF MINTEL'S LIABILITY IN RESPECT OF ANY LOSS OR DAMAGE SUSTAINED BY THE LICENSEE WHETHER CAUSED BY BREACH OF THESE TERMS AND CONDITIONS, MISREPRESENTATION, NEGLIGENCE OF MINTEL (OR ITS EMPLOYEES OR AGENTS) OR FROM ANY OTHER CAUSE, AND IN PARTICULAR, MINTEL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, ECONOMIC OR OTHER DIRECT OR INDIRECT LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO ANY DAMAGES PAYABLE TO A THIRD PARTY, LOSS OF PROFITS OR WASTED RESOURCES) SUFFERED BY THE LICENSEE, PROVIDED THAT IF FOR ANY REASON THIS PROVISION IS INVALID OR UNENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF MINTEL SHALL NOT EXCEED THE TOTAL FEES PAYABLE BY THE LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE CASE OF DEATH OR PERSONAL INJURY, OR IN THE CASE OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MINTEL NOR IN THE CASE OF THIRD PARTY CLAIMS FOR COPYRIGHT INFRINGEMENT NOR FOR THE MISUSE, REMOVAL OR ALTERATION OF LICENSEE'S LOGOS OR SERVICE MARKS.

5.6.2 EXCEPT AS PROVIDED IN CLAUSE 5.6.1 ABOVE, THE LICENSEE AGREES THAT THE SERVICES ARE PROVIDED "AS IS"; MINTEL MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF THE INFORMATION INCLUDED IN THE SERVICES; AND MINTEL SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MINTEL SHALL NOT BE LIABLE ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. THE LICENSEE AGREES THAT IN NO EVENT WILL MINTEL BE LIABLE FOR THE RESULTS OF THE LICENSEE'S USE OF THE SERVICES, THE LICENSEE'S INABILITY OR FAILURE TO CONDUCT ITS BUSINESS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING

SUBSTITUTE SERVICES. IN THE EVENT STATE LAW REGARDING EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES MAY LIMIT THE APPLICABILITY OF THE ABOVE LIMITATIONS, THE TOTAL AGGREGATE LIABILITY OF MINTEL FOR ANY CLAIMS, LOSSES OR DAMAGES SHALL NOT EXCEED THE CHARGES PAYABLE BY THE LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS.

- 5.6.3 The Licensee shall notify Intel in writing immediately and exclusively at any time the Licensee believes it may have discovered a potential or actual error(s) in any of the information included in the Services. Upon receipt of any such written notice from the Licensee, Intel will use all reasonable efforts to (i) investigate any such potential or actual error(s) and (ii), if necessary, rectify and correct any such error(s) so discovered.
- 5.7 The Licensee hereby acknowledges Intel's (and in the case of hosted information, that of the providers of the hosted information services) ownership of any intellectual property rights (including all patents, trade marks, copyrights, database rights, confidential information, trade secrets and knowhow) that are utilized by Intel in connection with its provision of the Services (the "Intellectual Property Rights"). In order to safeguard such Intellectual Property Rights, the Licensee shall:-
- 5.7.1 Ensure that all Authorized Users are appropriately notified of the importance of respecting the Intellectual Property Rights and Conditions of Use of the Services and of the sanctions which the Licensee imposes upon Authorized Users for failing to do so, in accordance with Licensee's disciplinary process;
- 5.7.2 Immediately enforce the disciplinary process in cases where it becomes aware that one or more Authorized Users is/are not complying with this Contract;
- 5.7.3 Ensure that Authorized Users are made aware of and agree to abide by:-
- 5.7.3.1 these Terms and Conditions; and
 - 5.7.3.2 Intel's Conditions of Use of the Services as they may appear on the Site from time to time
- 5.7.4 To the extent practicable, monitor compliance with these Terms and Conditions and Intel's Conditions of Use of the Services, and immediately on becoming aware of any unauthorized use of the Services or other breach of the terms of these Terms and Conditions, inform Intel in writing and take appropriate all steps to ensure that such activity ceases and to prevent any recurrence;
- 5.7.5 Issue passwords or other access information only to Authorized Users where the Licensee does not provide IP addresses pursuant to Clause 5.7.9, and use reasonable efforts to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- 5.7.6 To the extent practical, keep full and up-to-date records of all Authorized Users and their access details, and, if requested, provide Intel with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time;
- 5.7.7 Use all reasonable efforts to ensure that only Authorized Users are permitted access to the Services;

- 5.7.8 Investigate immediately upon Mintel's faxed or emailed notice to Licensee (such notice to be confirmed by Mintel in writing within two (2) working days) the occurrence of any unusual downloading activity by any Authorized User(s);
- 5.7.9 Provide Mintel wherever possible with the IP addresses, or range of IP addresses, of its computers/networks from which the Services may be accessed to allow Mintel to restrict access to the Licensee's computers/networks.
- 5.8 NOTHING IN THESE TERMS AND CONDITIONS SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS AND CONDITIONS BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE HAS ABIDED BY THE PROVISIONS SET OUT AT CLAUSE 5.7 ABOVE AND PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.
- 5.9 Each party shall safeguard the intellectual property (including the Intellectual Property Rights), Confidential Information and proprietary rights of the other party. In particular, each party acknowledges that, other than Mintel's Conditions of Use of the Services, these Terms and Conditions including the information on the Order Form are hereby deemed to be confidential. Mintel reserves the right to include Licensee's name as a Licensee in its sales and marketing literature, but shall not use such fact to imply that Licensee in any way endorses the Services in particular or Mintel in general. The Licensee accepts that in the case of hosted information, Mintel shall share usage, pricing and other relevant information regarding Licensee with the supplier of such information.

6 TERMINATION

- 6.1 Except as otherwise agreed herein, either party may terminate the Contract by serving written notice at any time during the period of one (1) month prior to the month in which the then current Subscription Period (as defined in Clause 2) ends. In the event that notice is not so served, then unless otherwise agreed, the Fee shall be increased by the change in the Consumer Price Index during the Subscription Period just expired.
- 6.2 The Contract may also be terminated if the non-defaulting or solvent party gives written notice to the other in the following circumstances:-
 - 6.2.1 The Licensee defaults in making payment of any Fee and fails to cure such default within ten (10) working days of Mintel's notification to Licensee; or
 - 6.2.2 Either party commits a material or persistent breach of any term of the Contract, including these Terms and Conditions, and fails to remedy the breach (if capable of remedy) within fourteen (14) days of notification in writing by the other party; or
 - 6.2.3 Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 6.3 Notwithstanding the foregoing, Mintel may terminate the Contract immediately without allowing a cure period if the Licensee uses the Service for Prohibited Uses Clause 4.4, 4.6 and 4.10. Mintel may terminate the Contract immediately if the Licensee having been served with reasonable notice of using the Services for one or more of the other Prohibited Uses as set out in Clause 4 above, then fails to remedy that breach(es) within a reasonable timeframe. When considering what is reasonable, both parties acknowledge that the more serious the actual or potential financial impact is upon Mintel, the shorter the cure period (if any) should be, but in any event the cure period shall not exceed seven (7) days.
- 6.4 On the date of termination the Licensee shall immediately cease to distribute or make available the Services to Authorized Users. Notwithstanding termination, the Licensee shall forthwith upon termination pay all Fees that are due and payable. Upon termination, Licensee shall ensure that Authorized Users delete all information that has been saved from the Services in accordance with Clause 3.2.2 and 3.2.5. For the avoidance of doubt, termination shall not affect the parties' ongoing obligations in this Agreement save for the obligations of Mintel post-termination to provide ongoing Services as set out at Clause 2.
- 6.5 On termination of the Contract due to a material and substantiated breach of any term thereof by Mintel, Mintel shall forthwith repay to the Licensee a pro rata refund of the unexpired portion of the Fee.
- 6.6 Mintel reserves the right at any time to withdraw from the Licensee either the entire Service, or any media channel, section, or data contained therein. Mintel shall give e-

mail and/or facsimile and/or written notice to the Licensee of any such withdrawal. In the event of such a withdrawal from the Services for reasons other than those covered elsewhere within this Contract, and the amount of material so withdrawn comprises ten percent (10%) or more of that licensed to Licensee as per the Order Form, Mintel shall immediately make a pro rata refund of the Fee plus any sales taxes paid (always assuming that payment of the Fee has been correctly made) for that portion of the Service, as stated on the Order Form, taking into account the amount of material withdrawn, the length of time such material was unavailable to the Licensee, and the remaining un-expired portion of the Subscription Period.

7 CONFIDENTIALITY

- 7.1 Each party undertakes to keep confidential, and not to disclose to any third party or to use itself, any confidential or secret information in any form directly or indirectly belonging or relating to the other party, its affiliates, its or their business affairs, disclosed to or received by the other party during the Term of the Contract (collectively, “Confidential Information”).
- 7.2 Each party undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors to whom and to the extent to which disclosure is necessary for the purposes contemplated under the Contract, and each such party agrees to take appropriate measures to ensure compliance by such officers, employees, agents and contractors with the terms of this Clause 7.
- 7.3 The above obligations of confidentiality and non-use shall not apply to information or material:-
 - 7.3.1 which is named by the disclosing party prior to receipt by the receiving party as evidenced by documents in the possession of the receiving party at the time of disclosure; or
 - 7.3.2 which, after receipt from the disclosing party, is disclosed to the receiving party by a third party having the legal right to do so; or
 - 7.3.3 which is available to the public at the time of receipt; or
 - 7.3.4 which becomes available to the public after receipt from the disclosing party, through no fault of the receiving party.

8 8 GENERAL

- 8.1 The Contract and the rights granted under these Terms and Conditions may not be assigned by either party to any other person or organization without the prior written consent of the other party, which consent shall not unreasonably be withheld. For the

avoidance of doubt, the Licensee shall have no right to sub-license any of its rights granted hereunder.

- 8.2 If rights in all or any part of the Services are assigned to another publisher/licensor, Mintel shall use its reasonable efforts to ensure that the material terms and conditions of these Terms and Conditions are maintained.
- 8.3 Variations to these Terms and Conditions are only valid and binding if they are recorded in writing and signed by both parties.
- 8.4 Any notices to be served on either of the parties by the other shall unless otherwise specified herein be delivered by hand or sent by U.S. certified or registered mail, return receipt requested, to Mintel at 333 West Wacker Drive, Suite 1100, Chicago, Illinois 60606, and that identified on the Order Form in the case of the Licensee, or to such other address as notified by either party to the other as its address for the service of notices, and all such notices shall be deemed to have been received upon receipt if delivered by hand or upon confirmation of receipt if emailed or faxed or if mailed three (3) working days after deposit in the United States mail.
- 8.5 Neither party shall be liable in any way for failure or delay in performing its obligations under these Terms and Conditions if the failure or delay is due to causes outside the reasonable control of the party in default.
- 8.6 The Licensee shall keep all records necessary to enable the verification of its compliance with the terms of these Terms and Conditions, particularly those terms set out in Clause 5.7, and agrees that Mintel shall have access to, and the right to examine upon having served reasonable written notice, the Licensee's records during normal business hours.
- 8.7 Should the Licensee acquire or merge with a business or other entity which is also a licensee of Mintel, then both agreements with Mintel shall run to the end of their respective subscription periods, after which point (assuming such acquisition or merger has been brought to Mintel's attention, which the Licensee agrees to do as soon as practicable), the Fees payable shall be determined by reference to Mintel's current rate card at that time. The renewal of the combined agreement shall begin on the later of (i) the end of the Subscription Period of this Contract and (ii) the end of the subscription period under the other agreement. The agreement that expires first shall renew automatically until the later anniversary date, and the Fees payable under such renewed agreement, on a pro rata basis, shall be increased by five percent (5%) over the then-applicable Fees.
- 8.8 The failure of any party to enforce any provision on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
- 8.9 In the event that any provision of the Contract is held to be invalid, the remainder of the provisions shall continue in full force and effect.

- 8.10 The Contract shall be governed by and construed in accordance with the internal law, and not the law of conflicts, of the State of Illinois, applicable to contracts made and wholly to be performed in that state.
- 8.11 Any dispute or controversy arising under this Contract shall be settled by arbitration to be held in the City of Chicago in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and the parties consent to the jurisdiction of the United States District Court or any other court having situs within Chicago, Illinois for this purpose. Any process or other papers under this provision may be served outside the State of Illinois by U.S. certified or registered mail, return receipt requested, or by personal service, provided a reasonable time for appearance or response is allowed.