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Data License and Confidentiality Agreement

Data Files For Academic and Research Use Only

1. Grant of Rights

1.1 Once this Agreement is accepted, dunnhumby may supply Source Files on the Site to you for your use in accordance with and subject to the terms of this Agreement. Once the Source Files are made available to you, you may access the Source Files for your own use as set forth in this Agreement. dunnhumby may change, suspend or discontinue providing any Source File to you at any time, and may impose restrictions on certain Source Files offered without notice or liability. "Source Files" as used herein means any data file supplied from time to time to You by dunnhumby.

1.2 If dunnhumby provides you with a Source File, then subject to your compliance with the terms and conditions of this Agreement, dunnhumby hereby grants You a non-exclusive, non-transferable right and license to use the Source File only for academic study and research by you ("Authorized Purpose") and for no other purpose. Except as permitted under this Agreement, You shall not sublicense the Source File or in any way allow access to the Source File or any information or data derived therefrom to any third party. You may disclose the Source File to Individuals who have a need to know such SourceFiles to accomplish the Authorized Purpose and are advised of the confidentiality of the Source File and other terms of this Agreement ("Approved Individuals"). For example if you are a professor and in connection therewith desire to share the Source Files with the individuals attending your class, you may disclose the Source Files to your students in the course. Approved Individuals may solely use the Source Files for the Authorized Purposes. Any use outside academic study and research must be approved by dunnhumby in writing in advance on a case by case basis.

1.3 dunnhumby and its licensors retain all ownership and/or proprietary rights, including database rights, in and to its intellectual property, the Source Files, the data contained therein and any amendments or enhancements thereto, including any materials developed by You, or on your behalf, which embody or are derived from any Source File obtained hereunder. This Agreement does not grant to You any license under any patents or other intellectual property rights dunnhumby may own or control or which may be licensed to dunnhumby, other than the limited rights of use expressly granted in this Agreement.

2. Your Obligations

2.1 You agree not to exploit the Site, or any Source File provided to you in any unauthorized way.

2.2 You agree not to use the Source File, data contained therein or information derived from the Source File for any commercial purpose.

2.3 You may not decompile, reverse engineer, disassemble, and attempt to derive the source code of any software or security components of the Site or the Source File.

2.4 You agree to abide by all notices and restrictions contained in the SourceFile.

2.5 You agree and undertake to procure that any document produced by You incorporating the Source File, data contained therein or information derived from the Source File shall afford to dunnhumby a reference in the following form: "Source: dunnhumby [year]".

2.6 You agree and undertake to procure that any document produced by You incorporating the data contained in the Source File or information derived from the Source File shall be free from references to the retailer where the data originated or any division thereof and shall be free from any statistics identifiable as being derived from data sourced from the data originator."

2.7 You Agree that no document incorporating the Source File or information derived from the Source File shall be made public by or on behalf of You in any media unless such disclosure has first been approved by dunnhumby. dunnhumby shall be entitled to require You amend, to the extent necessary to protect the confidentiality of dunnhumby's data or other Confidential Information, or prohibit publication of any such document prior to public disclosure.

2.8 You shall be responsible for ensuring compliance, by the Approved Individuals, with the provisions of this Agreement and shall be liable for breach of any provision of this Agreement perpetrated by You or the Approved Individuals You undertake to indemnify, defend and hold harmless dunnhumby against any and all losses, claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of any breach of the terms of this Agreement.

2.9 You undertake to notify dunnhumby promptly in the event of any actual, suspected or alleged breach of this Agreement by the Approved Individual of which the You are aware.

2.10 You shall provide dunnhumby with a summary of the manner in which the Source File provided hereunder was utilized by the You and the Approved Individuals, and a copy of any materials developed by the You and the Named Individuals which embody or are derived from any Source File obtained hereunder.

3. Confidential Information

3.1 You agree that any and all information which is disclosed by a member of the dunnhumby group to you in whatever form whether disclosed orally or in writing and whether eye readable, machine readable or in any other form (and specifically including the Source File) and any information derived from such information will be considered and referred to as dunnhumby Confidential Information. You will, at all times maintain the confidentiality of any dunnhumby Confidential Information acquired by you from dunnhumby in the performance of this Agreement, except as expressly permitted under this Agreement.

3.2 "dunnhumby Confidential Information" excludes information that:(a) is or falls into the public domain except by reason of default on the part of You;(b) is already known to You without obligation of confidentiality at the date of disclosure in circumstances where You can show the same to be the case from its written records and other information; (c) becomes known to You, otherwise than pursuant to this Agreement, from a third party having the right to make the disclosure who places no obligation of confidence upon You; or (d)is independently developed by You without access to or use of the Confidential Information.

3.3. Unless otherwise expressly agreed or permitted in writing by dunnhumby, you agree not to disclose, publish, or disseminate any dunnhumby Confidential Information to anyone other than to other Approved Individuals and then only to the extent that dunnhumby does not otherwise prohibit such disclosure.

3.4 Except for your authorized purposes or as otherwise expressly agreed or permitted by dunnhumby in writing, you agree not to use dunnhumby Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of dunnhumby in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of dunnhumby Confidential Information.

3.5 You acknowledge that unauthorized disclosure or use of dunnhumby Confidential Information could cause irreparable harm and significant injury to dunnhumby that may be difficult to ascertain. Accordingly, you agree that dunnhumby will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose dunnhumby Confidential Information, you may make such disclosure, but only if you have notified dunnhumby before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as dunnhumby Confidential Information.

4. General Provisions

4.1 You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to enter into this Agreement.

4.2 [The ID and password you use to login to the Site cannot be shared in any way or with any one. You are responsible for maintaining the confidentiality of your ID and password and for any activity in connection with your account.]

4.3 Amendment; Communication. dunnhumby reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms and changes, and additional rules, policies, terms and conditions ("Additional Terms")) communicated to you by dunnhumby. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms. In addition, dunnhumby may be sending communications to you from time to time. Such communications may be in the form of emails and may include, but not be limited to, technical information, and updates and/or changes regarding your participation on the Site. By agreeing to this Agreement, you consent that dunnhumby may provide you with such communications.

4.4 Term and Termination. dunnhumby may terminate or suspend your access to the Source Files at any time in dunnhumby's sole discretion. Upon any termination, all rights and licenses granted to you by dunnhumby will cease, including your right to access the Source Files, and you agree to destroy any and all dunnhumby Confidential Information that is in your possession or control. At dunnhumby's request, you agree to provide certification of such destruction to dunnhumby.

4.5 Independent Development. Nothing in this Agreement will impair dunnhumby's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any items that you may develop or produce. In the absence of a separate written agreement to the contrary, dunnhumby will be free to use any information, suggestions or recommendations you provide to dunnhumby pursuant to this Agreement for any purpose, subject to any applicable patents or copyrights.

4.6 . Use Of dunnhumby Trademarks, Logos, etc. You agree not to use any marks belonging or licensed to dunnhumby in any way except as expressly authorized in writing by dunnhumby in each instance.

4.7 No Warranty. DUNNHUMBY AND THE OTHER MEMBERS OF THE DUNNHUMBY GROUP DO NOT PROMISE THAT THE SITE, SOURCE FILES OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SOURCE FILES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND

THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. DUNNHUMBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SOURCE FILE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST DUNNHUMBY FOR DISSATISFACTION WITH THE SOURCE FILE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

4.8 Disclaimer of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL DUNNHUMBY BE LIABLE WITH RESPECT TO THE SERVICE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT DUNNHUMBY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, DUNNHUMBY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR USE OF THE SERVICE, DUNNHUMBY'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00).

4.9 Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of dunnhumby, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of dunnhumby. Any nonconforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon dunnhumby unless made in writing and signed by an authorized representative of dunnhumby..