

TERMS AND CONDITIONS

These Terms and Conditions (these "Terms"), together with the Service Order (as defined below, and together with these Terms and any exhibits, appendices or schedules to these Terms, this "Agreement") govern the license granted by Designalytics, Inc. ("Licensor") to the Licensee (as defined below) to use the Reports and the related rights and obligations of Licensor and Licensee (each, a "Party" and together, the "Parties").

1. DEFINITIONS

For purposes of this Agreement:

"Agency" means a branding agency then-engaged by Licensee to provide services to Licensee.

"Annual Report" means a report that analyzes the current designs of the Top 10 Brands and 2 Wild Card Brands based on metrics spanning a range of performance factors that are selected by Licensor in its sole discretion and which may include: (a) standout (web-based eye-tracking); (b) findability; (c) communication (spontaneous association and key attribute ownership); (d) mental availability (distance recognition and memory structures); (e) distinctive assets (indication and resonance); and (f) design element resonance.

"Authorized User" means an employee of Licensee.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in San Diego, California are authorized or required by law to be closed for business.

"Designated Report Distribution Agents" means the email address(es) set forth in the Designated Report Distribution Agents field of the Service Order, as the same may be changed from time to time in accordance with Section 2.3.

"End Date" means the date on which the Subscription ends as specified on the Service Order.

"Fee" means the fee set out in the Service Order payable by Licensee to Licensor.

"IP" means all patents, copyrights, trademarks, trade secrets, database rights, confidential information, know how, and other intellectual property rights used, integrated, incorporated or displayed in the Reports.

"Licensee" means the legal entity specified on the Service Order as the "Company" under the "Client Information & Authorization" section.

"Pitch" means a presentation prepared solely for the purpose of selling new business or renewing current business for Licensee.

"Precis" means a concise summary of essential points, statements, or facts developed by distilling, summarizing, and analyzing a Report.

"Redesign Event" means one or more significant design changes for one of the Top 10 Brands for the applicable Subscription Category identified in the most recently published Annual Report that is identified or confirmed by or behalf of Licensor; provided, however, that design changes that Licensor, in its sole discretion, determines are insignificant, temporary, seasonal, or strictly promotional will not be a Redesign Event.

"Redesign Report" means a report that contains direct comparative metrics for preference and key attribute communication; and a new design evaluation of findability, spontaneous association, and resonance with comparative analysis to the replaced design performance.

"Reports" means, collectively, the Annual Reports and Redesign Reports, if any, and all the information and content therein and any portion thereof.

"Service Order" means the service order form by which Licensee subscribes to the Reports and accepts this Agreement and which specifies, among other things, the Subscription Categories to which the Licensee subscribed, the Designated Report Distribution Agents, the Fee, the Start Date, and the End Date.

"Start Date" means the date on which the Subscription starts as specified on the Service Order; it being agreed and acknowledged that the Start Date may precede the date on which Licensee signs the Service Order.

"Subscription" means Licensee's subscription to the Reports for the Subscription Categories specified in the Service Order.

"Subscription Category" means a category as defined by Licensor and offered for subscription purchase.

"Taxes" means any sales, use, excise, value-added, or other taxes applicable to the Subscription (excluding ordinary personal property taxes, Licensor's corporate franchise taxes, or taxes based on Licensor's net income or status as an employer).

"Third Party NDA" means the most recent form of non-disclosure agreement provided by Licensor to Licensee for the purpose of delivering the same to third parties, including Agencies, to which Licensee desires to distribute one or more Reports as contemplated in Sections 4.2.2 and 4.2.5.

"Top 10 Brands" means the top 10 brands objectively identified by scanner data or similar data based on the most recent data available at time of category analysis by Licensors, with reasonable substitutions at the sole discretion of the Licensors.

"Wild Card Brands" means brands Licensors, in its reasonable discretion, determines have the potential to disrupt consumer perceptions.

2. DELIVERY OF REPORTS

- 2.1. Annual Reports. Licensors will publish Annual Reports at least once per calendar year.
- 2.2. Redesign Reports. If a Redesign Event occurs, Licensors shall: (a) notify Licensee of such Redesign Event via email; and (b) field online research, analyze results thereof, and distribute a Redesign Report. Licensee acknowledges that the number of Redesign Reports published during the Term is unknown because it depends on the number of Redesign Events that occur during the Term for the Subscription Category for which Licensee has a Subscription.
- 2.3. Email Delivery. Reports will be published in electronic format (e.g., PDF) and sent by or on behalf of Licensors via email to the Authorized Users designated by the Designated Report Distribution Agents. Licensee may request to change, remove or add one or more Authorized Users by providing notice to Licensors. Licensors will use commercially reasonable efforts to send the Reports to the most current list of Authorized Users in Licensors's records.

3. FEE, PAYMENT, AND TAXES

- 3.1. Fee and Payment.
 - 3.1.1. Licensee shall pay to Licensors the Fee payable for the first year of the Subscription upon Licensee's execution of the Service Order.
 - 3.1.2. For the second year of a multiple year Term and each year thereafter, Licensors will issue an invoice to Licensee for the Fee for such year. Licensee shall pay to Licensors the Fee payable within 30 days of receipt of Licensors's invoice. Licensors may issue any invoice in electronic or print format.
 - 3.1.3. Licensors has no obligation whatsoever under this Agreement until it receives the applicable Fee paid in full. For the avoidance of doubt, no Reports will be provided to Licensee until the Fee payable for the first year of the Subscription is received by

Licensors, and Licensors may cease providing Reports if Licensors does not receive the Fee payable for the second year of a multiple year Term and each year thereafter.

- 3.1.4. A fee for late payments will be assessed equal to the lesser of one and one half percent per month and the maximum rate permitted by law.

- 3.2. Taxes. The Fee excludes Taxes. Licensee is solely responsible for Taxes.

4. GRANT OF LICENSE; PERMITTED USE

- 4.1. Subject to the terms of this Agreement, Licensors grants to Licensee a limited, non-exclusive, non-sublicensable and non-transferable right and license during the Term solely for Authorized Users to use the Reports solely for a Permitted Use and no other use (the "License"). Except for the License, Licensors retains and reserves all right, title, ownership, and interest in and to the Reports, including all IP related thereto.
- 4.2. Subject to Section 4.3, Authorized Users are permitted to (each, a "Permitted Use"):
 - 4.2.1. view and print Reports;
 - 4.2.2. use Reports in connection with their employment with, and for business purposes of, Licensee, including to prepare and present a Precis as part of a Pitch, provided that Reports (and excerpts or portions thereof) may not be distributed or made available to third parties who are not also Authorized Users unless such third parties first deliver to Licensee a copy of the Third Party NDA signed on behalf of such third party (and Licensee shall promptly deliver a copy thereof to Licensors).
 - 4.2.3. save the Reports, in electronic or hard-copy form, on a secure system maintained by or on behalf of Licensee;
 - 4.2.4. distribute or make available the Reports to other Authorized Users; and
 - 4.2.5. distribute or make available the Reports to an Agency solely for purposes of assisting Licensee in its product branding efforts and for no other purpose or use; provided that Reports (and excerpts or portions thereof) may not be distributed or made available to an Agency unless such Agency first deliver to Licensee a copy of the Third Party NDA

signed on behalf of such Agency (and Licensee shall promptly deliver a copy thereof to Licensors).

4.3. Except as expressly permitted herein, neither Licensee nor any Authorized User may do any of the following (each a "Prohibited Use"):

4.3.1. print, display, distribute, share, broadcast, publish, store, transmit, translate, sell, license, reproduce, or copy a Report or any portion or excerpt thereof, electronically or otherwise, including on social media channels (e.g., LinkedIn, Facebook, etc.);

4.3.2. modify, create any derivative works, enhancements, or other modifications of a Report or any portion or excerpt thereof;

4.3.3. download, upload, send, save, display, mount, transfer export, or otherwise transmit a Report or any portion or excerpt thereof to or on any computer or other electronic device or electronic network, such as the Internet;

4.3.4. remove or alter any copyright notices or other identification or disclaimers as they may appear on any Report or on any print format thereof;

4.3.5. systematically make copies, electronic or otherwise, of multiple extracts of any Report for any purpose;

4.3.6. use any Report or any portion or excerpt thereof for any commercial purpose;

4.3.7. make the Reports available or accessible or use the Reports for any purpose other than exercising rights expressly granted to Licensee in this Agreement.

Licensee acknowledges that each of the above is expressly prohibited without the prior written consent of Licensors and, if requested by Licensors, payment of an additional fee.

4.4. Licensee shall be solely responsible for the acts and omissions of each Authorized User and Licensee shall use commercially reasonable efforts to ensure their compliance with the terms of this Agreement and to prevent any Prohibited Use. Licensee shall:

4.4.1. permit access to the Reports only by Authorized Users and maintain the Reports in a secure manner so that they may be accessed only by Authorized Users;

4.4.2. notify Authorized Users of the terms of this Agreement and cause Authorized Users to comply with such terms;

4.4.3. immediately on becoming aware of any breach of this Agreement or any Prohibited Use, notify Licensors and take appropriate steps to desist such activity and to prevent any recurrence;

4.4.4. cooperate with and assist Licensors in identifying and preventing any Prohibited Use;

4.4.5. to the extent practicable, and if Licensors requests, provide Licensors with the Internet protocol addresses, or range of Internet protocol addresses, of Licensee's computers or networks from which the Reports may be accessed to allow Licensors to restrict access to such Internet protocol addresses;

4.4.6. to the extent practicable, and if Licensors requests, issue passwords or other access information only to Authorized Users and ensure that Authorized Users do not divulge their passwords or other access information to any third party, provided that if any such password or other access information constitutes an e-mail address, then Licensee will permit Authorized Users to use only Licensee-issued e-mail addresses that employ address nomenclature customarily used by Licensee;

4.4.7. investigate promptly upon Licensors's request any unusual activity by any Authorized User;

4.4.8. notify Licensors immediately of breach of its network or security systems; and

4.4.9. be liable for any breach of the terms of this Agreement by or on behalf of any Authorized User as if Licensee committed such breach.

Licensors reserves the right, but has no obligation, to monitor Authorized User activity to ensure compliance with the terms of this Agreement.

5. OTHER MATTERS

5.1. Publishing Schedules. Licensee acknowledges that future publishing schedules of the Reports are subject to modification from time to time.

5.2. No Action to Impede Services. Licensee acknowledges that the current and continuing supply of the Reports is for the benefit of all licensees of the Reports. Accordingly,

Licensee shall take no action, directly or indirectly, to prevent Licensor from providing the Reports.

5.3. Use of Company Name. Licensor may include Licensee's name as a customer in Licensor's sales and marketing literature, but will not use such fact to imply that Licensee endorses the Reports in particular or Licensor in general.

5.4. Subscription Categories and Brands. Licensee acknowledges that: (a) the Subscription Categories are derived from or based upon categories of products, goods or services identified by third parties (i.e., Information Resources, Inc.) and that one or more Subscription Categories, including the products, good or services that are included in one or more Subscription Categories, may change from time to time in Licensor's discretion; (b) the data and information that Licensor collects, compiles and/or analyzes is obtained from one or more third parties (i.e., Information Resources, Inc.) and that Licensor may, in its discretion, determine to change the source of such data and information from time to time; (c) the method for determining the Top 10 Brands will be at Licensor's discretion; and (d) the definition of what constitutes a brand for purposes of the definition of Top 10 Brands and Wild Card Brands and otherwise for the Reports is at Licensor's reasonable discretion and may be based on consumer perceptions and brand hierarchies.

5.5. No Competitive Services by Licensee. Licensee will not create or operate, or assist in the creation or operation, of services or product offerings competitive or potentially competitive to the Reports.

5.6. Licensee Equipment. Licensee will supply, at its own expense, the equipment, software, and services necessary to access the Reports. Such equipment and services may include, without limitation, an e-mail provider and Internet access service via an Internet service provider and associated necessary hardware and network connectivity.

5.7. Records; Audit. Licensee will keep all records necessary to verify its compliance with this Agreement and grants to Licensor access to, and the right to examine upon reasonable notice, Licensee's records relevant to this Agreement during Licensee's normal business hours.

5.8. Financial Reliance. Licensee neither will encourage financial reliance by third parties upon, nor invite investment from others based upon, the Reports. Licensee will defend, indemnify, and hold harmless Licensor against any loss, damage, cost, liability or expense (including

reasonable legal and professional fees) arising out of any third party claim, action or proceeding against Licensor based upon such encouragement or invitation.

6. IP RIGHTS

As between Licensee and Licensor, Licensee acknowledges that all IP is owned or licensed by Licensor.

7. REPRESENTATIONS AND WARRANTIES

7.1. By Licensor. Licensor represents and warrants to Licensee that (a) Licensor has legal authority and an unrestricted right to enter into and perform this Agreement, (b) the execution and performance of this Agreement by Licensor does not and will not violate any agreement to which Licensor is a party or by which it is otherwise bound, and (c) Licensor will perform its obligations under this Agreement using personnel of industry standard skill, experience, and qualifications and in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2. By Licensee. Licensee represents and warrants to Licensor that (a) Licensee has legal authority and an unrestricted right to enter into and perform this Agreement, and (b) the execution and performance of this Agreement by Licensee does not and will not violate any agreement to which Licensee is a party or by which it is otherwise bound.

7.3. Disclaimer.

7.3.1. Except for the warranties set forth in this Section 7, each party disclaims all other warranties and representations of every kind, written or oral, express, implied or statutory, including without limitation, any warranty of fitness for a particular purpose or merchantability.

7.3.2. Except for the warranties set forth in this Section 7, the Reports are provided "as is". Licensor makes no representation or warranty with respect to the accuracy, currentness, or completeness, or the performance or results that Licensee may obtain from use, of the Reports.

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT

WHATSOEVER SHALL LICENSOR OR ANY OF ITS AFFILIATES BE LIABLE TO LICENSEE OR ANY ONE ELSE FOR ANY LOSS, DAMAGE OR INJURY, CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING INFORMATION IN THE REPORTS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY LICENSEE IN RELIANCE ON ANY SUCH INFORMATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, LICENSOR AND ITS AFFILIATES SHALL NOT BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR'S OR ITS AFFILIATES AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY LICENSEE TO LICENSOR DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO LICENSOR'S LIABILITY.

- 8.2. Remedy Limitation. Licensee's sole remedy is in damages for any breach of this Agreement by Licensor.
- 8.3. Time Limitation. Neither Party will be liable for any claim arising out of or in connection with this Agreement brought more than one year after the Party knew, or should have known, that the cause of action had accrued.
- 8.4. Essential Purpose Unmet. The provisions of this Section 8 apply notwithstanding any failure in the essential purpose of any limited remedy.

9. TERM AND TERMINATION

- 9.1. Term. Unless terminated early in accordance with Section 9.2, the term of this Agreement will commence on the Start Date and terminate on the End Date (the "Term").
- 9.2. Early Termination.
- 9.2.1. By Either Party. Either Party may terminate this Agreement:
- (a) upon 14 day prior notice to the other Party following any material breach by the other Party of this Agreement and the failure of the other Party to cure such breach prior to the expiration of such 14 day period; and
 - (b) immediately upon notice if (i) a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the other Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of the other Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, is commenced and not terminated within 30 days; (ii) the other Party consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; (iii) the other Party makes a general assignment for the benefit of creditors; (iv) the other Party becomes insolvent; or (v) the other Party takes any corporate action to authorize any of the foregoing.
- 9.3. By Licensor. Licensor may terminate, suspend its performance under, and/or accelerate the terms of payment of the Fee under this Agreement: (a) immediately upon any threatened or actual breach by Licensee of Section 4.3, 4.4, 5.2 or 5.5; (b) upon 10 days' notice if Licensee fails to remedy any breach of any other term of this Agreement; or (c) upon Licensee's failure to pay any Fee when due.
- 9.4. Effect of Termination. Upon termination, Licensee immediately will pay all Fees that are due.
- 9.5. Survival. Licensor's right to receive and Licensee's obligation to pay all amounts due hereunder, as well as the

obligations under Sections 1, 3.2, 4.3, 4.4, 5.2, 5.5, 5.7, 5.8, 6, 7.3, 8, 9.5, 10, 11, will survive the expiration or termination of this Agreement.

10. CONFIDENTIALITY

10.1. Generally. The terms of this Agreement, including pricing, and the Reports are Licensor's confidential information ("Confidential Information"). Licensee shall (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted under the terms of this Agreement, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Licensee's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and Licensee's obligations under this Section 10; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 10; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; (d) promptly notify Licensor of any unauthorized use or disclosure of Confidential Information and take all reasonable steps and cooperate with Licensor to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 10.

10.2. Injunctive Relief. Licensee acknowledges that injury from improper disclosure of Confidential Information may be irreparable. Accordingly, the Licensor is entitled to seek equitable relief, including a temporary restraining order and a preliminary injunction, without the posting of any bond or other security, in addition to all other remedies.

11. GENERAL

11.1. Assignment. Neither Party may assign or transfer this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed; provided that Licensor may assign or transfer this Agreement and all of its rights and obligations hereunder without Licensee's consent to any affiliate of Licensor or to

any entity acquiring all or substantially all of Licensor's assets.

11.2. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, previously made with respect to the subject matter of this Agreement are expressly merged in and made a part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties. No purchase order issued by Licensee will modify or amend this Agreement, even where the purchase order is signed by Licensor.

11.3. Notices. All notices, demands, and other communications provided for or permitted hereunder must be made in writing and must be delivered by hand, by overnight commercial courier (e.g., FedEx, UPS, etc.) (with all fees and charges prepaid), by e-mail, or by registered or certified first-class mail, return receipt requested (with all postage, fees and charges prepaid), to each Party's respective address identified in the Service Order or to such other address as one Party may notify the other. All such notices, demands and communications delivered in accordance with the foregoing will be deemed to have been received (a) if delivered by hand on or before 5:00 pm on a Business Day, the date delivered, otherwise, the Business Day following the date delivered, (b) if delivered by overnight commercial courier, the Business Day following deposit with such courier, if accepted by such courier on or before 5:00 pm on a Business Day, otherwise the Business Day following the first Business Day following deposit with such courier, (c) if sent by email on or before 5:00 pm on a Business Day, the date sent, otherwise, the first Business Day following the date sent (in each case with confirmation of transmission); , and (d) three Business Days after being deposited in the mail, postage prepaid, if mailed.

11.4. Force Majeure. Neither Party will be liable for damages for any delays or default in performing its obligations hereunder if such delay or default is caused by matters beyond the reasonable control of the non-performing Party, such as wars or insurrections, acts of government, strikes, fires, floods, earthquakes, work stoppages, embargoes and/or inability to obtain materials.

11.5. Waiver. The waiver by either Party of any right under this Agreement or of the failure to perform or of a breach by the other Party will not be deemed a waiver of any other

right under this Agreement or of any other breach or failure by the other Party whether of a similar nature or otherwise.

- 11.6. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the minimum extent necessary without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- 11.7. Choice of Law and Jurisdiction; Legal Fees. This Agreement will be governed by and construed in accordance with the internal law, and not the law of conflicts, of the State of California applicable to contracts made and wholly to be performed in that state. Neither Party will commence or prosecute any action, suit, proceeding, or claim arising out of or related to this Agreement other than in the state or federal courts located in San Diego County, State of California. Each party irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding, or claim. In any suit, arbitration, mediation, or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the substantially prevailing party will be entitled to recover its costs, including reasonable attorney fees, including without limitation, costs and fees incurred on appeal or in a bankruptcy or similar action.
- 11.8. Independent Contractors. This Agreement is not intended to create or evidence any agency, partnership, joint venture, or similar relationship of any kind whatsoever, between the Parties. Neither Party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of the other Party.
- 11.9. Headings. The captions to the sections of this Agreement are not a part of this Agreement, but are merely guides or labels to assist in locating and reading this Agreement.
- 11.10. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, attachments, and appendices mean the sections of, and exhibits, attachments, and appendices attached to, this

Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

- 11.11. Trademarks. All brand names or trademarks appearing in a Report are the property of their respective holders. Use or display of other parties' trademarks, trade dress, or products in a Report is not intended to, and does not, imply a relationship with, or endorsements or sponsorship of, Licensor by the trademark or trade dress owners.
- 11.12. No Endorsement. Licensor does not endorse any of the products, good or services that are included in or may be the subject of any Report.