

EUROMONITOR INTERNATIONAL ACADEMIC LICENCE AGREEMENT

This Licence Agreement between Euromonitor International Ltd ("**Euromonitor**") and the Subscriber named in the table below consists of the key terms set out on this page ("**Key Terms Page**") and the attached Terms and Conditions.

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|--------------------------------|--|
| Subscriber | |
| <i>Name of Subscriber</i> | University of California, San Diego |
| <i>Name of contact person</i> | [REDACTED] |
| <i>Address</i> | 9500 Gilman Drive #0175A La Jolla, CA 92093 |
| <i>Phone number</i> | [REDACTED] |
| <i>Email</i> | [REDACTED] |
| Euromonitor | |
| <i>Name of Account Manager</i> | [REDACTED] |
| <i>Address</i> | [REDACTED] |
| <i>Phone number</i> | [REDACTED] |
| <i>Email</i> | [REDACTED] |

| | |
|---------------------------------|---|
| Service | Passport Economies & Consumers |
| Library Location(s) | |
| Start Date | 30 August 2022 |
| End Date | 29 August 2023 |
| Fee | [REDACTED] |
| Payment Terms | [REDACTED] |
| Invoice Details: | |
| <i>Invoice contact</i> | [REDACTED] |
| <i>Invoice contact email</i> | [REDACTED] |
| <i>Organisation name</i> | [REDACTED] |
| <i>Address</i> | [REDACTED] |
| <i>Purchase order number</i> | [REDACTED] |
| <i>Special invoice requests</i> | [REDACTED] |
| Accounts Payable Details: | |
| <i>Accounts Payable contact</i> | [REDACTED] |
| <i>Accounts Payable email</i> | [REDACTED] |
| <i>Organisation name</i> | [REDACTED] |
| <i>Address (if different)</i> | [REDACTED] |
| <i>Phone number</i> | [REDACTED] |
| Privacy Policy | https://www.euromonitor.com/privacy-policy |
| Special Conditions | |

SIGNED [REDACTED].....
Signature

[REDACTED].....
Signature

[REDACTED].....
Print name
AUL SRS
.....
Job Title

[REDACTED].....
Print name **Director of Corporate New Business**
Euromonitor International
.....

Signed as a duly authorised employee or officer for and on behalf of the **University of California, San Diego**

Signed in London as a duly authorised employee or officer for and on behalf of **Euromonitor International Ltd**

DATED 9/15/2022

30-9-2022

CLICK TO ENTER DATE.....

AcadLic (US version (V4.0/2019) amended)

EUROMONITOR INTERNATIONAL
ACADEMIC LICENCE AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to the Subscriber's subscription to the Service specified in the attached Key Terms Page.
- 1.2. If any Special Conditions are specified in the Key Terms Page, they shall be deemed to be incorporated into these Terms and Conditions and will override any of these Terms and Conditions to the extent of any conflict with them.
- 1.3. The parties may from time to time renew the Service under a new agreement or keep the existing Agreement in place but add an additional service(s) and/or access to the Service for additional categories of Authorised Users. In either case, the parties will enter into an addendum for this purpose ("**Addendum**").

2. DEFINITIONS

- 2.1. The following expressions have the following meanings when used in this Agreement:
 - "**Authorised Users**" means individuals who are students, faculty or staff of the Subscriber at the time they access the Service. For the avoidance of doubt, alumni are not Authorised Users. Specific to the Economies and Consumers content, access is extended to non-affiliated patrons.
 - "**Intelligence**" means all and any part of the reports, datasets, articles, commentaries, profiles, written materials, data or other materials which are made available by the Service.
 - "**Service**" means the Euromonitor service specified in the Key Terms Page comprising: (i) the Intelligence and the Euromonitor website through which it is available; (ii) the tools and features which can be used to save or export the Intelligence into various formats as available from time to time on Euromonitor's website; and (iii) research support available to Authorised Users.
- 2.2. Terms given defined meanings in the Key Terms Page (e.g. "Start Date") will have the same meanings when used in these Terms and Conditions.
- 2.3. The headings used in this Agreement are for convenience only and shall not control the meaning or the interpretation of any of its provisions.
- 2.4. Words that appear after the expression "include", "including", "other" "for example", "such as" or "in particular" (or any similar expression) in this Agreement shall not limit the meaning of the words appearing before such expression.

3. AGREEMENT

- 3.1. This Agreement, comprising the Key Terms Page and these Terms and Conditions, will come into force on the Start Date and continue until the End Date.

4. ACCESS TO THE SERVICE

- 4.1. The Subscriber and its Authorised Users shall be granted access to the Service via a Euromonitor website.
- 4.2. The Subscriber and its Authorised Users shall be granted access to the Service on or after the Start Date and as soon as Euromonitor has received one copy of this Agreement duly signed and dated by the Subscriber.
- 4.3. Authorised Users may access and use the Service from terminals located in the Library Locations. Remote access to the Service by Authorised Users will also be permitted upon condition that Euromonitor, in its sole discretion, is satisfied that the Subscriber has appropriate security measures in place to ensure that no-one other than an Authorised User is able to gain remote access to the Service. For that purpose, Euromonitor will, on request, provide a security statement for the Subscriber to complete and sign. Following assessment of the information supplied by the Subscriber in the security statement, Euromonitor may specify additional measures that the Subscriber must put in place before remote access is allowed.
- 4.4. If Euromonitor permits remote access under clause 4.3, the Subscriber shall use best efforts to ensure that the person responsible for its information services has signed and is made aware of the contents of the security statement referred to in that clause.
- 4.5. The Subscriber will make best efforts to ensure that all Authorised Users are made aware that use of

the Service, and the Intelligence it contains, is for the purposes of research or private study for academic purposes only and cannot be sold or otherwise re-distributed to third parties.

- 4.6. Euromonitor reserves the right to use appropriate technical protection measures to control access and/or to detect unauthorised use of the Intelligence in accordance with this Agreement provided that no such measure shall adversely affect the rights of the Subscriber or its Authorised Users under this Agreement.

5. AUTHORISED USE OF THE INTELLIGENCE

- 5.1. Euromonitor hereby permits Authorised Users to use the Service during the term of this Agreement in accordance with the permitted uses set out in clause 5.2, subject to the restrictions on use set out in clause 6.
- 5.2. Each Authorised User may use the Service during the term of this Agreement for the following purposes in connection with the Subscriber's business and in the following ways:-

Browsing, copying and printing on paper

- 5.2.1. To browse and search the Service and to display the Intelligence on screen.
- 5.2.2. To make and save to an electronic file digital copies of extracts of the Intelligence in any of the formats supported by the Service and to access and retrieve such copies.
- 5.2.3. To print out copies of the Intelligence and to photocopy them for use in the course of the Authorised User's research or private study for academic purposes.
- 5.2.4. To make the electronic and paper copies referred to in clauses 5.2.2 and 5.2.3 available to other Authorised Users.

Course packs and scholarly use

- 5.2.5. To reproduce insubstantial and limited amounts of the Intelligence in the Authorised User's own course work, reports, essays, projects and similar materials which he or she creates for academic purposes only.
- 5.2.6. In the case of faculty only, to reproduce a reasonable portion of any individual work or item within the Intelligence in course packs in hard copy and electronic form and to distribute such course packs to Authorised Users only.
- 5.3. All materials in which the Intelligence is reproduced shall attribute the extracted Intelligence to Euromonitor International in the following form: "Source: Euromonitor International Limited [*insert year of creation*] © All rights reserved".

6. RESTRICTIONS ON USE OF INTELLIGENCE

- 6.1. Any use of the Intelligence beyond that specified in clause 5.2 (including, but not limited to making it available via an intranet or extranet or to or via a mobile device) shall require Euromonitor's prior written consent.
- 6.2. No form of commercial use of the Intelligence shall be permitted. Neither the Subscriber nor any Authorised Users may:
 - 6.2.1. knowingly permit anyone other than Authorised Users to use the Service and/or the Intelligence; and/or
 - 6.2.2. publish or re-distribute or make available to third parties Intelligence which any of them extract from the Service, whether by itself or as part of any work or other material.
- 6.3. Neither the Subscriber nor any Authorised User may:
 - 6.3.1. systematically scrape, crawl, harvest, retrieve or otherwise gather by electronic means any data or other content from the Site to monitor, access, copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or the like, whether by manual methods,

- through the use of bots, crawlers, robots or spiders, or any automatic devices, programs, algorithms or methodologies or otherwise; or
- 6.3.2. remove, obscure or modify any copyright or other notices included in the Intelligence nor any metadata or digital rights management intelligence that may be associated with the Intelligence.
- 6.4. Nothing in this Agreement shall be construed as allowing the use of the Intelligence or the, Service to create a derivative work, product or service:
- 6.4.1. which infringes the intellectual property rights of Euromonitor or its licensors; and
- 6.4.2. in connection with any lobbying activities or any legal disputes, proceedings or allegations;
- 6.4.3. which is a commercially competitive work, product or service or part thereof which competes with or could be substituted for a work, product or service provided by Euromonitor; and/or
- 6.4.4. which damages the commercial interests of Euromonitor.
- 6.5. All rights granted to the Subscriber and Authorised Users under this Agreement (including their right to reproduce the Intelligence and to distribute it in course packs) shall cease immediately on expiry or termination of this Agreement. However, this will not prevent any continued use of any course packs distributed prior to the effective date of expiry or termination of this Agreement.

7. PROVISIONS ABOUT EUROMONITOR'S PERFORMANCE

- 7.1. **Support.** Euromonitor will provide telephone training and assistance to the Subscriber's library staff at the Library Location(s) from its international offices during Euromonitor's normal business hours.
- 7.2. **Availability.** Euromonitor will use its reasonable endeavours to make the Service available to the Subscriber and to Authorised Users at all times save for routine or essential maintenance, and to restore access to the Intelligence as soon as possible in the event of an interruption or suspension of the Service.
- 7.3. **Maintenance.** Euromonitor reserves the right to conduct essential maintenance, software upgrades and other works necessary to maintain the efficient provision of the Service. Where such works result in the Service becoming temporarily unavailable, Euromonitor will provide at least two weeks' notice to Subscriber and shall wherever possible carry out works on Saturdays or Sundays (GMT or BST, as applicable).
- 7.4. **Changes to the Intelligence and/or the Service.** Euromonitor reserves the right to make changes from time to time to all or any parts of the Intelligence and/or the Service for any reason provided that the functionality and performance of the Service, and the overall content of the Intelligence, shall not be substantially and adversely affected from the Subscriber's perspective by any such changes. The changes referred to in this clause may take the form of the addition, removal, correction or editing of the Intelligence or other content, the migration of the Intelligence or the Service to a different format or location and/or changes to the tools or other features and functionalities of the Service.

8. SUBSCRIBER'S OBLIGATIONS

- 8.1. **Compliance with authorised use.** The Subscriber shall (i) use its best endeavours to ensure that Authorised Users access and use the Intelligence only in accordance with the permitted uses and restrictions contained in clauses 5 and 6 respectively (details of which will be made available to Authorised Users upon accessing the Service) and in accordance with any other applicable provisions contained in this Agreement; and (ii) take all reasonable steps within its power to ensure that no person, firm or company other than an Authorised User accesses or uses the Service. For the avoidance of doubt, acceptance by any Authorised User of the permitted uses and restrictions contained in clauses 5 and 6 shall not relieve the Subscriber of any of its obligations and responsibilities under this Agreement.
- 8.2. **Protection from unauthorised use.** In the event of any unauthorised use of the Service Euromonitor may, at its discretion and without prejudice to any other remedy, suspend or terminate access by

such method as it deems appropriate. In the case of suspension, this will continue until Euromonitor is satisfied that the unauthorised use will not recur.

- 8.3. **Maintaining confidentiality of access passwords.** Where access to the Intelligence is to be controlled by use of passwords, the Subscriber shall use reasonable efforts to ensure that Authorised Users do not divulge their identification numbers and passwords to any third party. The Subscriber will use all reasonable endeavours to ensure that any unauthorised disclosure or use of passwords is reported to Euromonitor as soon as the Subscriber becomes aware of it.

9. **FEES**

- 9.1. Euromonitor shall invoice the Subscriber in accordance with the Subscriber's Invoice Details as specified in the Key Terms Page.
- 9.2. The Subscriber shall pay the annual Fee in accordance with the payment terms specified in the Key Terms Page.
- 9.3. The Fee is exclusive of value added tax and of any equivalent sales taxes.
- 9.4. If the Subscriber fails to pay the Fee when due, access shall be suspended until fee is paid in full.

10. **WARRANTIES & INDEMNITIES**

- 10.1. Euromonitor warrants to the Subscriber that:-

- 10.1.1. It has the right to license the rights granted under this Agreement and that it has obtained any and all necessary permissions from third parties to license the Intelligence.
- 10.1.2. The Intelligence contained within the Service, and the tools and other features available within the Service, will conform in all material respects to their respective descriptions as set out in the specification or proposal provided to the Subscriber, subject to any changes made by Euromonitor from time to time under clause 7.4.
- 10.1.3. It will use reasonable skill and care in the provision of the Service and the Intelligence. Although Euromonitor makes every effort to ensure that it corrects faults in the Intelligence of which it is aware, it does not warrant that the Intelligence will be accurate, up-to-date or complete as the accuracy and completeness of the data and other content available in respect of different parts of the Intelligence will vary depending on the availability and quality of sources on which each part is based. Furthermore, Euromonitor does not warrant that the Intelligence or the Service will be fit for any particular purpose(s) for which they are used by the Subscriber as Euromonitor does not have any knowledge of, nor control over, those purposes.

- 10.2. Subject to clause 10.3:

- 10.2.1. Euromonitor shall indemnify and hold the Subscriber harmless from and against any direct or indirect losses, damages, awards or penalties, including proper and reasonable legal fees, which arise from any claim by any third party of an alleged infringement of copyright or any other intellectual property right arising out of the use of the Intelligence by the Subscriber or any Authorised User in accordance with the terms of this Agreement. This indemnity will not apply to any claim which relates to any modification, abstraction or other change made to the Intelligence by an Authorised User; and
- 10.2.2. The Subscriber shall indemnify and hold Euromonitor harmless from and against any losses, damages, awards or penalties, including proper and reasonable legal fees, Euromonitor suffers or incurs in connection with any claim by any third party arising from the disclosure or publication of the Intelligence and/or New Material by the

Subscriber and/or any Authorised Users except to the extent such claim arises as a result of Euromonitor's breach of this Agreement.

- 10.3. Whenever a party ("**Indemnifier**") is required to indemnify the other party ("**Indemnified**") under 10.2 of this Agreement:
- 10.3.1. The Indemnified shall immediately notify the Indemnifier on receipt of any claim and shall make no admission or take any action without the Indemnifier's express written authority.
 - 10.3.2. The Indemnifier shall have the sole right to deal with any such claim and to defend the legal proceedings in respect of such claims at its own expense, including the right to compromise or settle or otherwise dispose of any such claim.
 - 10.3.3. The Indemnified shall provide, such assistance in investigating and defending such claims as the Indemnifier may reasonably request.

11. EXCLUSIONS & LIMITATIONS OF LIABILITY

- 11.1. Nothing in this Agreement will operate to exclude or limit: (i) either party's liability for deliberate breach of this Agreement, for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or under any indemnity it gives under this Agreement; or (ii) the Subscriber's liability in respect of any claim made by Euromonitor against the Subscriber in connection with a breach of its intellectual property rights in the Intelligence and/or the Service arising from a breach of this Agreement by the Subscriber and/or any Authorised Users.
- 11.2. The sole warranties given by Euromonitor are those contained in clause 10.1. Euromonitor excludes any and all other warranties, conditions, or representations relating to the Intelligence and/or the Service to the fullest extent permitted by law, whether express, implied, oral or written, and including any which may be contained in any specification or proposal provided to the Subscriber. In particular, Euromonitor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program.
- 11.3. If Euromonitor fails or is unable to comply with its obligations as regards availability as set out in clause 7.2, and Euromonitor is unable to remedy the problem within a reasonable period, the Subscriber's sole remedy for such failure shall be to an extension of the term of subscription or refund on a pro rata basis based on the period of unavailability.
- 11.4. Subject to clause 11.1, neither party shall be liable for: (i) any loss of: data; use; reputation; goodwill or opportunity; (ii) any loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such loss is direct or indirect; or (iii) any form of indirect, special, incidental, punitive or consequential loss or damages, and, in each case, however arising.
- 11.5. Subject to clause 11.1, Euromonitor shall not be liable for any loss suffered by the Subscriber, or by any client or customer of the Subscriber, as a direct or indirect result of its use of any of the Intelligence or of making any business decision, or refraining from making any such decision, based wholly or partly on any data, expression of opinion, statement or other information or data contained in the Intelligence.
- 11.6. Except as mentioned above in this clause 11, Euromonitor's maximum aggregate liability to the Subscriber for all claims (whether arising in contract, tort, breach of statutory duty or otherwise) made in any year of this Agreement, whether in respect of a single event, series or connected

events or of unconnected events, shall not exceed the total amount of Fees paid by the Subscriber under this Agreement in the year in which the claim is made.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Euromonitor reserves all its rights in the Intelligence and the Service in respect of copyright, database right, trade mark rights or otherwise.
- 12.2. The Subscriber shall at the request and expense of Euromonitor do all such things as may be reasonably required to assist Euromonitor in taking or resisting any legal proceedings in relation to any infringement of any such rights.

13. CONFIDENTIALITY

- 13.1. Both parties acknowledge that they or their employees may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("**Confidential Information**"). Both parties agree to hold Confidential Information in strict confidence and not to disclose the same to third parties or to use such Confidential Information for any purpose whatsoever other than the provision of services to the Subscriber as contemplated by this Agreement and to advise each of its employees who may be exposed to Confidential Information of their obligations to keep such information confidential. This provision shall survive termination of the Agreement.

14. TERMINATION & EFFECT OF TERMINATION

- 14.1. Euromonitor may terminate this Agreement immediately by giving written notice to the Subscriber if the Subscriber fails to pay any sum due under this Agreement when it falls due.
- 14.2. Either party may terminate this Agreement immediately by giving written notice to the other in any of the following events:
 - 14.2.1. If the other party commits any breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or
 - 14.2.2. If the other party enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business or operations, or makes any material change in its business or operations, or if it suffers any analogous process under any foreign law.
- 14.3. Upon termination or expiry of this Agreement, online access to the Intelligence by the Subscriber and Authorised Users shall be terminated.
- 14.4. Termination shall not affect any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination.

15. GENERAL

- 15.1. **Assignment.** Neither party may assign or transfer all or parts of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 15.2. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement if such delay or default is caused by conditions beyond its control including but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 15.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties in relation to its subject matter and supersedes and extinguishes all previous drafts, agreements, undertakings, representations, warranties and proposal documents of any kind, whether in writing or oral, between the parties relating to the subject matter of this Agreement.

The parties agree that any terms contained in any document issued by the Subscriber to Euromonitor following signature of this Agreement (including but not limited to a purchase order or invoice) shall not vary or supplement this Agreement or any Addendum or otherwise bind the parties unless those terms are set out in the Special Conditions section contained in an Addendum which has been signed by the parties.

- 15.4. **No representations.** Each party acknowledges that in entering into this Agreement it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in this Agreement and the parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.
- 15.5. **Modifications.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of Euromonitor and the Subscriber.
- 15.6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.7. **Waiver.** Waiver of any provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 15.8. **No third party rights.** No provision of this Agreement shall be enforceable by any person or individual other than the parties to this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the State of California, USA.
- 16.2. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible.
- 16.3. Each party irrevocably agrees that the courts of the State of California, USA shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 16.4. Nothing in this clause 16 shall prevent either party from applying to the court of any jurisdiction for injunctive or interlocutory relief or such other provisional or protective measures as are available under the laws of that jurisdiction.

17. NOTICES

- 17.1. All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered in person at the time of such delivery; or (b) when received if given by an internationally recognised express courier service to the address specified in the Key Terms Page or (c) when received if given by email to the address specified in the Key Terms Page; provided, however, any notices declaring a breach of or terminating this Agreement shall be given only in person or by an internationally recognised express courier service. Notice of change of address or email address shall be given in the same manner as other communications.

