TERADATA OPERATIONS, INC.

TERADATA
Raising Intelligence

MASTER SOLUTIONS AGREEMENT

TERMS & CONDITIONS FOR
END-USER CUSTOMER ACQUISITION OF
GOODS, LICENSES & SERVICES FROM TERADATA

CUSTOMER NAME: UNILEVER UK CENTRAL RESOURCES LIMITED, a limited company incorporated in England and Wales (registered number 00029140) whose registered office is at Unilever House, 100 Victoria Embankment, London EC4Y 0DY ("you" or "Customer")
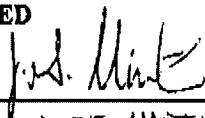
VENDOR NAME: TERADATA OPERATIONS, INC. ("Teradata")

EFFECTIVE DATE: July 30, 2010 (the "Effective Date")

The terms of this Master Solutions Agreement, including any attachments or addenda to it, including, if applicable, the Teradata Enterprise System Support & Core Support Addendum (the "Addendum"), in each case as mutually signed by the parties, and any amendments hereto or thereto entered into by the parties, (collectively, "this Agreement") apply to all goods, licenses and services ("Products") ordered or acquired from Teradata or its affiliates during the Term of this Agreement by you or by your affiliates, authorized lessors or authorized procurement or outsource providers which agree in writing to be bound by the terms of this Agreement. "Order-Specific Terms" for Products, such as Product identities, prices, quantities, dates, and any unique provisions which apply only to a particular order, will be set forth in the variable-content portions of each Product order entered into by the parties (such as your or your affiliates' purchase order form, Teradata's or its affiliates' order form, an order addendum, an order exhibit, or a statement of work). The Order-Specific Terms, once entered into by the parties thereto, together with the non-conflicting terms of this Agreement, constitute an "Order" under this Agreement. Each Order serves as the entire standalone agreement between the parties to such Order regarding the Products covered by it and supersedes any other prior oral or written understandings and agreements of such parties regarding those Products. Other than with respect to the Order-Specific Terms, provisions on your or your affiliates' purchase order forms or on Teradata's or its affiliates order forms, such as preprinted terms and conditions typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Agreement. This Agreement and Orders under it may be changed only by written agreement of the parties. This Agreement and any attachments to it become binding on the parties when signed by both of their authorized representatives.

CUSTOMER:

UNILEVER UK CENTRAL RESOURCES LIMITED

Signature: _J.A. Mint_

Printed Name: _JOSE MARTIN_

Title: _Head of IT Procurement_
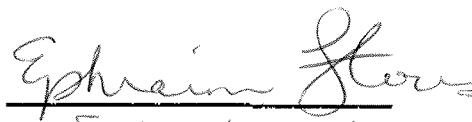
Date: _30/07/10_

Customer's Address: _Unilever Europe IT_
Unity House, St David's Park, Ewloe
Deeside, CHS 3XT
United Kingdom

TERADATA OPERATIONS, INC.:

Signature: _Ephraim Flores_

Printed Name: _Ephraim Flores_

Title: _Vice President, Manufacturing_

Date: _8-3-10_

Teradata's Address: 2835 Miami Village Drive
Miamisburg, OH 45342

1.   **Term.** The "Term" of this Agreement runs from the Effective Date set forth on the front page of this Agreement until this Agreement is terminated. The Agreement will continue until the expiration or earlier termination of all Orders for Products or Services issued hereunder, including Orders for Services provided under the Addendum or pursuant to a Statement of Work (SOW) or other Order for Services. Termination will not end or change either party's rights or duties hereunder which accrue during the Term, arise under Orders entered into during the Term or relate to Products provided during the Term.

2.   **Scope.** This Agreement sets out the terms and conditions that will apply when you or your affiliates (as defined hereafter) obtain Products from Teradata for your and your affiliates' internal commercial end-user use ("Internal Use"). Products may be ordered by any of your affiliates (in which case your applicable affiliate shall be deemed to be the Customer hereunder for the purposes of such Order and your affiliate shall be solely responsible for its performance of such Order) and provided by Teradata, or, at Teradata's election, by an affiliate of Teradata (in which case references to Teradata in this Agreement shall also include such Teradata affiliate and Teradata shall cause such affiliate to perform pursuant to the terms and conditions of this Agreement and the applicable Order). In such event, any Order for such Products shall be deemed to incorporate the terms and conditions of this Agreement and all Products provided under such Order shall be provided pursuant to, and the parties to such Order shall perform in accordance with, the terms of this Agreement and such Order may, to the extent mutually agreed in writing by the parties to such Order, provide additional terms and conditions that will apply to the specific Order. If you or your affiliates wish to acquire Products for use within the United States, Teradata Operations, Inc. will acknowledge acceptance of these terms through an Order which will incorporate this Agreement by reference and may, to the extent mutually agreed in writing by the parties to such Order, provide additional terms and conditions that will apply to the specific Order. For purposes of this Agreement, an "affiliate" of a party shall include any person who controls, is controlled by or is under common control with, such party and, in your case, shall include Unilever N.V., Unilever PLC or any entity of which the majority of the voting control is held, directly or indirectly, by Unilever N.V., Unilever PLC or both of them.

3.   **Product Definitions.**
3.1   "Annuity Services" means Products which you are entitled to receive during a prepaid coverage period under an Order. Annuity Services include: "Maintenance" Services .e.g., quarterly-billed maintenance and repair coverage for Equipment); "Software Maintenance and Support" Services (e.g., quarterly-billed maintenance, fix, and support coverage for Software); and, "Subscription" (e.g., quarterly-billed entitlement to receive copies of new updates and/or upgrades for specified Software beyond what is included within the scope of and price for Software Maintenance and Support Services).
3.2.1   "Customized Deliverable" shall mean a Deliverable that is customized by Teradata specifically for you or your affiliates in accordance with your specifications and requirements. Customized Deliverables must be identified as such in a SOW or an Order, but shall not include any pre-existing intellectual property provided by Teradata that is incorporated into or is used as part of the Customized Deliverable.
3.2.2   "Deliverable" means a tangible item, including any electronic, computer-coded and other intangible form of it, which is (a) defined as a Deliverable in a SOW or other Order (e.g., a report or custom-created computer code) or is Product-related and provided to you by Teradata (e.g., documentation and user instructions for Equipment and Supplies), and (b) does not meet the definition of Equipment, Software or Supplies under this Agreement.
3.3   "Equipment" means hardware, including peripherals and Parts.
3.4   "Parts" means hardware component elements.
3.5   "Professional Services" means the subcategory of Services comprised of consulting, development, implementation, and like tasks performed under a SOW or other Order for Professional Services.
3.6   "Services" means work performed under an Order to install, maintain, support, fix, repair, modify,

3.7   "Software" means generally-available or pre-written computer programs which are licensed to you under an Order or which are provided to you in connection with Services; fixes, updates, upgrades, and enhancements to such programs to which you are entitled or licensed under an Order; logical data models licensed to you by Teradata under an Order; and, any documentation for these which Teradata provides to you.

3.8   "Supplies" means consumable items, such as paper, forms, storage media, print ribbons, ink cartridges, and batteries.

4.   **Orders.** You may provide Teradata with Order-Specific Terms acceptable to you in written or electronic form as signed or otherwise authenticated by you (*e.g.*, a signed or electronically-validated purchase order form from you, an order placed through electronic data interchange ("EDI") or secure web-based ordering site, or other form of purchase order which qualifies as having been "authenticated" under the Uniform Commercial Code of the governing-law state) (an "Order Request"). Teradata will confirm or accept an Order Request, by providing you with an original or copy of it as signed or otherwise authenticated by Teradata, by other written or electronic communication confirming or accepting it, by performing in reliance upon it, or by making Delivery of the Products covered by it ("Order Acceptance"). Upon Order Acceptance, the Order Request shall constitute the sole written mutually-entered-into set of Order-Specific Terms for the Products covered by it. A facsimile, photocopy, electronic image, or print-out of an Order Request or of an acknowledgement of Order Acceptance will be considered equivalent to an original. Order Requests and Order Acceptances may be delivered in person or by mail, courier, facsimile, email, the worldwide web, EDI, electronic transmission, or other intermediary as selected by the initiating party or as mutually agreed upon by the parties.

4A.   **Compliance with Law; No Conflicts.**

4A.1   Compliance with Law. Teradata shall comply with all applicable laws and regulations in performing Services and shall not engage in any behavior on Customer's premises or with respect to Customer's employees that would violate any of Customer's policies or would result in Customer being in violation of the law. Teradata further possesses and/or is in compliance with all necessary licenses, intellectual property rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement and the applicable Order.

4A.2   No Conflict. Teradata warrants that this Agreement and the completion of each Order hereunder will not conflict with any other of its agreements, working relationships, or undertakings and that none of the same will preclude Teradata performing its obligations under this Agreement and under such Order.

4B.   **Pricing.**

4B.1   Teradata agrees that the pricing for the Products set forth in Exhibit A attached hereto shall apply to all Orders submitted by Customer and its affiliates under this Agreement during the term set forth in Exhibit A.

5.   **Delivery.**
5.1   "Delivery" for shipped Products will be, unless specified otherwise in the applicable Order, FOB "Ship to Customer" address set forth in the Order.
5.2   "Delivery" for non-shipped Equipment, Software, Deliverables and Supplies occurs when the Products are tendered to you (*e.g.*, when they are hand delivered, or when downloadable Products are made available to you by providing you with access instructions, links/web-addresses and any necessary passwords). If you request in writing that Teradata hold Products for you and Teradata agrees to do so, then Delivery will occur when Teradata segregates the Products from its general inventory and begins storing them for you.
5.3   "Delivery" for Services occurs when the Services are performed. Services which are not within the

otherwise. Annuity Services are deemed performed on a monthly prorated basis over the then-applicable periodic (*e.g.*, quarterly) billing period.

5.4   Teradata will deliver Equipment, Software or Supplies by the Delivery date(s), if any, set forth in an Order. Teradata's agreement to a specific Delivery date is conditioned on your Order Request being received within any lead-time and other requirements of which Teradata notifies you in writing before Order Acceptance. If Teradata misses a firm Delivery date set forth in an Order and if your accepted Order Request meets Teradata's lead-time requirements (except to the extent that you request or cause the delay), then you may, upon written notice provided to Teradata before Delivery which affords Teradata at least 5 additional days to cure, cancel that Order without further obligation or liability by either party. Unless expressly otherwise set forth in the Order, pre-Delivery cancellation as set forth in this paragraph is the sole remedy for a missed Delivery date with respect to Equipment, Software or Supplies.

5.5   Services, including, without limitation, Annuity Services, shall be performed, and Deliverables shall be provided, on a timely basis in accordance with the agreed milestone and/or delivery dates applicable to such Annuity Services and Deliverables.

6.   **Title, Risk of Loss & License Commencement.** Title to Equipment and Supplies passes upon their Delivery. Risk of loss for Equipment, Software, Supplies, and Deliverables and obligation for payment for Products passes upon their Delivery. Licenses to Software and Deliverables commence upon their Delivery.

7.   **Licenses.**
7.1   Teradata grants you and your affiliates a non-exclusive, paid-up, perpetual, worldwide license to use Software and Deliverables for your and your affiliates' Internal Use. Internal Use shall include use of Products, including Software and Deliverables, by your or your affiliates' outsourced service providers, contractors or agents, when using the Products solely for your or your affiliates' business purposes.

7.2   You may use Software and computer-coded Deliverables only on a single processing unit of the class and model for which you originally license them. You may make archival backup copies of Software and computer-coded Deliverables, but you may use the backup copies only for your Internal Use, only in lieu of the original, and only subject to the license rights and duties applicable to the original (*i.e.*, you may not run an archival back-up copy and the original at the same time or have them installed on multiple systems at the same time; if you require multiple copies of Software or computer-coded Deliverables for simultaneous installation, running, testing, development, redundancy, or the like on multiple systems, then you will need to enter into an Order with Teradata which grants you such an additional license, and you will need to pay Teradata any agreed upon license fees under that Order).

7.3   Except to the extent that Teradata provides you with source code or that an Order expressly provides that you are entitled to receive or have access to source code, your licenses are only for the object code form of Software and computer-coded Deliverables. You may not take any steps to derive a source code equivalent of Software or Deliverables (*e.g.*, reverse assembly or reverse compilation).

7.4   Software and Deliverables bearing the logo or copyright notice of a third party supplier are subject to the terms for them provided by the supplier. You will retain any copyright notices or proprietary legends on all copies of Software and Deliverables. Teradata will provide you with the third party supplier's terms upon your request or with Delivery of third party supplied Software and Deliverables.

7.5   License terms for Software and Deliverables also apply to any fixes, patches, derivatives, updates and upgrades for them to which you are entitled under an Order or which Teradata otherwise provides to you.

7.6.1   Except for the express license grants set forth in an Order, Teradata and its suppliers retain ownership of and all rights to Software and Deliverables, including methodologies, processes and templates used by Teradata and/or its suppliers to create or modify them or which are incorporated into or embodied in them. Any modifications to Software or Deliverables by or for you do not create any ownership or other intellectual property rights in or to the underlying Software or Deliverables by you or any third party. You may not disclose, distribute, license, or transfer any Software or Deliverables to any third party or modify Software or

7.6.2   Notwithstanding anything in Section 7.6.1, any Customized Deliverables developed by Teradata, whether solely or jointly with others, for you or your affiliates, whether they can be patented or not, to the extent related to and arising out of Teradata's performance of Services shall be considered work for hire and you shall own all right, title and interest thereto anywhere in the world. In the event that a Customized Deliverable is not considered work for hire for any reason, Teradata hereby unconditionally assigns to you all of its right, title and interest therein. Teradata agrees to execute any and all documents deemed necessary to effectuate the foregoing at any time, at your expense. Such assignment of a Customized Deliverable does not include any portion which Teradata created independently of your specifications, or which it licensed from a third party; such portions are licensed to you on a non-exclusive, paid-up, perpetual, worldwide license, with right to assign and sublicense as part of the assignment or sublicense by you of the applicable Customized Deliverable. Provided that Teradata does not disclose, use or incorporate your Confidential Information, infringe your intellectual property rights, including your rights to the specific Customized Deliverable provided to you, or incorporate your trademarks, Teradata shall be free, without further obligation or restriction, to create similar deliverables and perform similar services for itself and/or others. Other than as set forth above with respect to Customized Deliverables, Teradata and its licensors retain all ownership rights to Deliverables; Deliverables are not "works made for hire."

7.7   **Open Source Software.** (a) "Open Source Software" means computer programs (including their documentation) provided by Teradata which either are contained on media or in files marked as "Open Source" or are designated as open source on the Order, or are otherwise subject to written open source license terms. Open Source Software includes versions of LINUX distributed by Teradata. Open Source Software is licensed to you subject to the applicable open source license terms accompanying it, included with it, or referenced in it.

(b) TERADATA DISCLAIMS THE INDEMNITIES SET OUT IN SECTION 10 WITH RESPECT TO OPEN SOURCE SOFTWARE; PROVIDED HOWEVER, THAT DISCLAIMER IS BASED ON TERADATA'S REPRESENTATION AND WARRANTY THAT TO ITS KNOWLEDGE, BASED ON REASONABLE INQUIRY, AT THE TIME SUCH OPEN SOURCE SOFTWARE IS PROVIDED TO YOU, IT DOES NOT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

(c) Except as otherwise set out in this Section, Open Source Software that Teradata provides to you under this Agreement shall be considered Products as that term is used in this Agreement.

8.   **Warranties.**
8.1   Teradata warrants that:
8.1.1   Each Product will conform to its published specifications, to any documentation for it which is provided to you by Teradata, and to any other mutually agreed upon requirements set forth in the Order for it;
8.1.2   Equipment, Supplies and Software media will be free from defects in material and workmanship, and any refurbished or used Parts will function equivalently to new;
8.1.3   Services and Deliverables will materially conform to the mutually agreed upon requirements set forth in the applicable SOW or Order and/or in the applicable addendum to this Agreement, as applicable;
8.1.4   Services will be performed in a professional manner consistent with industry standards by trained and experienced personnel; and
8.1.5   Except for any purchase money security interest retained by Teradata as authorized by this Agreement, title to Equipment and Supplies will be clear at the time of Delivery.
8.2   A Product's warranties commence upon its Delivery, or in the case of Equipment or Software, upon completion of installation in an operating environment, and continue for one hundred eighty (180) days for Equipment and Supplies and for ninety (90) days for Software, and, unless otherwise specified in the applicable Order or Statement of Work, thirty (30) days for Services, and Deliverables. Teradata may make upgraded Product warranties available to you on terms, including additional warranty upgrade charges, as set forth in an Order.

8.3 If a Product does not conform to its warranties and you notify Teradata of the nonconformity in writing during the warranty period, Teradata will, at no additional charge to you, correct, re-perform, repair, or replace the nonconforming Product to make it conform.

    8.3.1 If Teradata fails to conform an Equipment, Software, or Deliverable Product to its warranties within a reasonable time after receiving your notice: you may retain it as is; or, you may return it to Teradata within 30 days after the notice is delivered to Teradata, and, within 30 days after the Product is returned to Teradata, Teradata will refund the amount paid to Teradata for it.

    8.3.2 If Teradata fails to conform a Services Product to its warranties within a reasonable time after receiving your notice and you give Teradata written notice of your request for a refund within 30 days thereafter, then, within 30 days after receipt of your request, Teradata will refund the amount paid to Teradata for it. A warranty refund for a nonconforming Annuity Services Product will not exceed the payments made to Teradata for the period affected by the nonconforming services.

8.4 THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES ARE SET FORTH IN THIS AGREEMENT AND IN ORDERS. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES OR WARRANTY REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. Teradata does not warrant that a Product will yield any particular business or financial results, that data, reports or analysis will be totally accurate, that a Product will be free from all bugs and errors, or that a Product will operate without interruption.

9. **Exclusions.** Except to the extent otherwise expressly set forth in an Order, Teradata will not be responsible for, and Teradata's warranties and Annuity Services coverage do not include:

9.1 providing or maintaining your operating environment in conformity with published Product specifications, interface requirements or documentation;

9.2 operating, implementing, tuning, field-testing or backing-up Products or systems;

9.3 data used in connection with or processed or produced by a Product, including: data security for your systems (except that Teradata will comply with your written security procedures, policies and requirements which you provide to Teradata in advance and which are consistent with the Order and the published specifications and documentation for the Product); determining whether any privacy laws, regulations or other legal duties or restrictions apply to your possession, processing, use, disclosure or distribution of data; or, loss, corruption or unavailability of data;

9.4 negligence, abuse, misuse, improper handling, improper storage or modifications by anyone other than Teradata or its contractors, or for any claims, losses or damages resulting from such; damage not caused by Teradata or its contractors (a) to Products after risk of loss for them has passed from Teradata, or (b) to any property, including due to fire, water, acts of God, terrorism, catastrophic events, or acts or omission of others; and

9.5 obtaining necessary governmental permits and consents or complying with any governmental mandates, or paying any associated fees, taxes or other costs, regarding your use of data, regarding your export of Products or data to locations outside of the United States or, to the extent permitted by law, regarding disposal of Equipment you obtain from Teradata or of the items replaced by Equipment you obtain from Teradata.

10. **Infringement Claims**

10.1 Teradata will, at its expense, defend, indemnify and hold you harmless from any claim or suit brought against you alleging that a Product or Diagnostic Tool (defined below in Section 14) infringes a patent, copyright or trade secret, and Teradata will pay all costs and damages awarded as a result thereof, if you promptly notify Teradata of the claim and give Teradata reasonably requested information and cooperation and sole authority to defend and settle the claim; provided, however, failure to give such prompt notice shall not relieve Teradata of its indemnification obligations hereunder except to the extent Teradata has been prejudiced by such failure, and provided, further, that any settlement or claim which requires any act or omission by you or your affiliates shall be subject to your consent.

as such non-infringing product has equivalent functionality. If Teradata is unable to, despite exercising commercially reasonable efforts, secure those remedies in a reasonably prompt basis, and if you must, or if you elect to, discontinue use of an infringing Product then, in addition to providing the defense and indemnification set forth above, Teradata will also refund, on a five-year straight-line depreciation basis, the price paid to Teradata for the infringing Product.

10.3   Teradata's indemnification does not apply, and you correspondingly will defend, indemnify and hold Teradata harmless, to the extent that the alleged infringement is caused by: use of a Product in connection with goods or services not furnished by Teradata; Teradata's compliance with your customized designs, specifications or instructions; or, modifications by anyone other than Teradata or its contractors, unless such modification has been explicitly approved by Teradata.

10.4   EACH PARTY'S OBLIGATIONS AND LIABILITIES TO THE OTHER FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, AND EACH PARTY'S RIGHTS AND REMEDIES AGAINST THE OTHER FOR SUCH CLAIMS, ARE SOLELY AND EXCLUSIVELY AS SET FORTH IN THIS SECTION OF THIS AGREEMENT.

10.5   EACH PARTY SHALL

10A   Other Indemnification

10A.1 Customer shall indemnify, defend and hold Teradata and its and affiliates and their respective officers, directors, employees, agents and representatives harmless, to the maximum extent permitted by law, from and against any and all claims, losses, damages, costs, expenses or other liabilities, including without limitation, reasonable attorney's fees (collectively, "**Losses**"), arising out of or relating to actual or alleged injury to any person (including death) or physical property to the extent caused in whole in part by Customer's negligence or willful misconduct.

10A.2 Teradata shall indemnify, defend and hold Customer and its affiliates and their respective officers, directors, employees, agents and representatives harmless, to the maximum extent permitted by law, from and against any and all Losses arising out of or relating to actual or alleged injury to any person (including death) or physical property to the extent caused in whole or in part by Teradata's or its affiliates', subcontractors' or supplier's negligence or willful misconduct.

11.   Mutual Liability Limitations.

11.1   EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 or 11 ABOVE, NEITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, CONTRACTORS OR SUPPLIERS, WHEN ACTING IN SUCH CAPACITY WITH RESPECT TO THIS AGREEMENT) WILL BE LIABLE TO THE OTHER (OR ITS AFFILIATES, EMPLOYEES, CONTRACTORS OR SUPPLIERS, WHEN ACTING IN SUCH CAPACITY WITH RESPECT TO THIS AGREEMENT) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR LOSS OF PROFITS OR REVENUE (OTHER THAN THE PROFITS AND REVENUE INCLUDED IN THE PRODUCT PRICE FOR AN ACTION BY TERADATA TO RECOVER PAYMENT OF A PRICE OWED) OR LOSS OF TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY OR OTHERWISE. NEITHER PARTY WILL BE CUMULATIVELY LIABLE TO THE OTHER (OR ITS AFFILIATES, EMPLOYEES, CONTRACTORS OR SUPPLIERS, WHEN ACTING IN SUCH CAPACITY WITH RESPECT TO THIS AGREEMENT) FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET FORTH IN THE ORDER(S) AT ISSUE.

11.2   Notwithstanding the above provision of this Section 11, a party's liability for:

11.2.1 personal injury, including death, will be unlimited to the extent caused by its negligence or willful misconduct;

11.2.2 physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by its negligence or willful misconduct;

11.2.3 an express obligation under this Agreement to indemnify, defend and hold the other harmless from third party intellectual property infringement claims is not limited by this Section; and

11.2.4 violating the other's intellectual property rights or intentionally breaching the confidentiality provisions of this Agreement is not limited by this Section 11.

11.3 EACH CLAUSE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE OF THIS SECTION AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR ANY TERMINATION OF THIS AGREEMENT.

12.   Invoices & Payments.

12.1   Shipped Products will be invoiced upon their shipment, subject to Section 6 above. Annuity Services shall be invoiced in accordance with Section 9 of the Addendum. Services under a Statement of Work shall be invoiced in accordance with such Statement of Work, or as set forth in the applicable Order, as the case may be.

12.2   Products ordered through a Teradata web site or otherwise to be paid for by a credit/debit card/account at the time of transaction will be invoiced or billed when Teradata is provided with the applicable web or credit/debit card/account billing authorization.

12.3   All other Products will be invoiced upon their Delivery, subject to Section 9 of the Addendum.

12.4   Teradata will, upon your written request, issue electronic invoices and accept electronic or wire transfer invoice payments, provided that: you provide Teradata with reasonable instructions, account information, passwords, and other information reasonably necessary for Teradata to do so; you comply with Teradata's reasonable instructions to accommodate such; and, Teradata does not incur any charges from you, your bank or your other representatives (e.g., your procurement services providers) to do so.

12.5   Teradata will include your corresponding purchase order number on an invoice if you provide it to Teradata before the invoicing date.

12.6   Except for any longer payment term expressly agreed and set forth in an applicable Order or Statement of Work, the invoice term is Net sixty (60) Days (i.e., you will pay invoices within sixty (60) days after receipt of a valid invoice, including correct volumes, pricing and PO number). Notwithstanding anything in the contrary in Section 25 (Order of Precedence) below, any payment term in an Order or Statement of Work that is less than Net 60 days shall be null and void and the Net 60 day payment terms set forth in this MSA shall apply. Teradata will be entitled to charge late fees on amounts properly due under an Order and which are set forth in a correct invoice and not disputed in good faith if you fail to pay the amount due within 60 days after receipt of such invoice. Late charges will be the lower of 0.5% per month of the unpaid amount, or any applicable limit imposed by law. Late charges shall be deemed waived if not invoiced by Teradata in the next applicable billing cycle.

12.7   Unless the Order expressly provides otherwise, Product prices do not include, and you will be invoiced for, freight, installation, and distribution charges, as well as any applicable sales, use, and like taxes (but for not taxes on Teradata's or its suppliers' or contractors' net income, nor for import/export duties on any Products). If Teradata agrees to store Products for you at your written request, then Teradata also will invoice you for, and you will pay, Teradata's then-current applicable storage charges for such or other storage charges as mutually agreed upon in writing by the parties.

12.8   Teradata may make its acceptance of Orders, and its consent to your assignment of Orders to your affiliates or your leasing, procurement, or outsource providers conditioned upon acceptable credit, payment, and security arrangements; provided, however, that Teradata may not impose credit, payment or security terms not included in this Agreement without your prior written consent..

12.9   Teradata retains a purchase money security interest in ordered Equipment (and Software embedded therein) and may record a financing statement to perfect its security interest in them. The security interest will be fully satisfied and dissolved when Teradata receives payment of the purchase price for the Equipment (and Software embedded therein) and if Teradata records a financing statement to perfect its security interest in the

Equipment (and Software embedded therein), then it also shall record a corresponding release of its security interest within 30 days after it has been paid in full for such Equipment and Software.

12.10   If you default on your payment obligations for Services, Equipment or Software which are not disputed in good faith, and if you fail to pay the undisputed amounts within 30 days after you receive written notice of default, then Teradata may, subject to reasonable prior written notice and compliance with Client's policies for access to its facilities, repossess the Equipment to which such payment default applies (and refund any amounts paid for such Equipment), terminate those Software licenses for which you are in default, suspend performing not-yet-fully-paid-for Services to which the payment default relates, and suspend delivery of not-yet-fully-paid-for Products to which the payment default relates (and refund any amounts paid for such Products).

12.11   On the occurrence of either party's insolvency, all unfulfilled Orders will automatically terminate except to the extent, if any, that the other party elects to have such Orders continue or except to the extent limited or prohibited by applicable law.

12.12   Any price or rate changes by Teradata will not affect Orders accepted by Teradata prior to the effective date of the change and shall not apply to any pricing commitments agreed by the parties in writing.

13.   Assignments: Transfers.

13.1   You may, after providing Teradata with written notice, assign or transfer some or all of your rights or duties under an Order to your affiliates, lenders, lessors, outsourcers or other contractors with respect to such Products and which have agreed in writing to be bound by the terms of the Order, including its license restrictions and confidentiality terms, provided that any transferred Software and Deliverables are used only for your and/or your affiliates' Internal Use, subject to Sections 13.2 through 13.4 below.

13.2   Except for transfers to a purchaser of your or your affiliates' business under Section 13.4 below, you may, upon providing Teradata with written notice, transfer Software installed on Equipment to an unaffiliated third party along with transfer of that Equipment, provided that any transferred Software is used only for your and/or your affiliates' Internal Use, but only if such third party agrees in writing to be bound by the terms of the applicable Order for such Software, including its license restrictions and confidentiality terms.

13.3   Except for transfers to a purchaser of your or your affiliates' business under Section 13.4 below, in the event that a transfer of Software installed on Equipment to a third party is not in connection with the use of such Equipment only for your or your affiliates' Internal Use, then such transfer is conditioned upon (i) such third party paying Teradata a mutually agreed re-licensing fee and (ii) such third party agreeing in writing to be bound by the terms of the applicable Order for such Software, including its license restrictions and confidentiality terms.

13.4   Notwithstanding anything above to the contrary, you may assign any of your rights, benefits and obligations under this Agreement, including under any applicable Order, with respect to any Equipment, Software, Services, Deliverables or other Products under such Orders, to any of your affiliates or, in the event of an acquisition of your or your affiliates' business to which this Agreement and the applicable Order relates, to the purchaser of such business.

13.5   Teradata may use affiliates, contractors, resellers and/or suppliers to fulfill its Product and/or Order obligations, but in such event Teradata will assure that they are bound to the same confidentiality obligations as Teradata with respect to your Confidential Information and Teradata will be responsible for them and their compliance with the terms and conditions of this Agreement and any Order to the same extent as Teradata would be if it had provided the Products at issue directly to you.

14.   Diagnostic Tools. In providing Products, Teradata may include certain computer programs, data, documentation, tools and other materials which Teradata uses solely to assist it in providing Services ("Diagnostic Tools"). Diagnostic Tools are the confidential intellectual property of Teradata, and, unless specifically identified as an itemized and licensed Product under an Order, they are not and shall not be deemed to be Products under this Agreement or to be licensed or transferred to you. Diagnostic Tools may not be copied, transferred, disclosed, or used by anyone other than Teradata without Teradata's advance written consent. Teradata may install, update, change, and/or remove Diagnostic Tools at its discretion; provided,

however, that Teradata will coordinate with you or your affiliates to schedule a mutually agreeable time for Teradata to have access to the Equipment on which the Diagnostic Tools reside. Teradata warrants that Diagnostic Tools will not cause Equipment or Software Products to fail to conform to their warranties or specifications. If Diagnostic Tools do not conform to this warranty, then Teradata will either change them so that they conform or will remove them. In all other respects, Diagnostic Tools are "as is." The provisions in this Section, together with applicable provisions in the intellectual property infringement indemnification and confidentiality sections of this Agreement and/or of Orders, set forth Teradata's exclusive obligations and your exclusive rights and remedies with respect to Diagnostic Tools.

15.   Replacement & Returned Products & Parts.
15.1   Replacement Products and Parts, which are provided to you by Teradata under warranty, as part of Annuity Services coverage or otherwise, are subject to the same Delivery, warranty, title, risk of loss and license provisions which applied to the Products and Parts being replaced (*e.g.,* commencement of warranties and licenses, transfer of risk of loss, and passage of title for Equipment and Supplies for the replacement Products and Parts occurs upon their Delivery). Title, risk of loss and license rights with respect to the replaced Products and Parts pass back to Teradata upon Delivery of the replacement Products/Parts.
15.2   Title to Equipment and Supplies returned to Teradata for a refund as a warranty remedy or indemnification remedy passes to Teradata when Teradata issues the refund for them. Title to trade-in equipment passes to Teradata upon Delivery of the Product(s) against which the traded-in equipment is to be applied. Risk of loss for Products returned to Teradata under warranty or indemnity remedies and for traded-in items passes to Teradata, and any Teradata Annuity Services coverage for them automatically terminates, when Teradata takes possession of them. Licenses to Software and Deliverables returned to Teradata as a warranty remedy or indemnity remedy terminate when Teradata takes possession of them or you certify in writing to Teradata that they and all copies of them have been irretrievably destroyed.

16.   Confidentiality.
16.1   Subject to Section 16.2 below, "Confidential Information" is information, in whatever medium, whether communicated in writing or orally, disclosed by one party to the other related to the disclosing party, this Agreement, Products, or an Order, including without limitation a disclosing party's technologies, methodologies, business plans, business records, requests for proposals ("RFPs"), requests for information ("RFIs"), responses to RFPs and/or RFIs, bids, pricing and discussions regarding potential future business between the parties. Your data values stored in or processed by computers, personal individually identifiable information, customer records/lists, financial/account records, employee records, medical/health records, business plans, pricing, software in human-readable form (*e.g.,* source code), logical data models, Diagnostic Tools, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential, will be considered Confidential Information whether or not it is marked as such.
16.2   Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party on a non-confidential basis prior to its disclosure, (iii) is independently developed without use of the receiving party's Confidential Information as shown by written records or (iv) is received thereafter by the receiving party from a source other than the disclosing party, provided that such source is not known by the recipient to be bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting the information to the recipient by contractual, legal or fiduciary obligation.
16.3   Each party will use reasonable efforts, which will in any case be no less than it uses to protect the confidentiality of its own Confidential Information, to prevent the disclosure of the other's Confidential Information to third parties and its employees who do not have a need to know it, but may disclose it for confidentiality-protected financial, legal, compliance and/or tax reviews, advice, disclosures and audits, or to

16.4   Except as expressly set forth in a writing mutually entered into by the parties, all Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations under this Agreement and the applicable Order) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only for purposes of addressing compliance issues or disputes related to that Confidential Information.

16.5   Confidentiality obligations under this Agreement with respect to your data values stored in or processed by computers, the nature of your and your affiliates' deployment and use of the Products, personal individually identifiable information, customer records/lists, financial/account records, employee records, medical/health records, business plans, software in human-readable form (*e.g.*, source code), logical data models, and Diagnostic Tools will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end five (5) years after the date of disclosure.

16.6   Either party may disclose that Teradata is your vendor and that you are a Teradata customer and the Products you have acquired under an Order. However, Teradata shall not disclose, and shall treat as your Confidential Information, the nature of your intended or actual deployment and use of the Products by you and your affiliates. Except as otherwise set forth above or as required by law, the parties will keep all other Order-Specific Terms, including pricing, confidential.

16.7   Either party may disclose Confidential Information to its affiliates subject to the confidentiality terms of this Agreement, and to its contractors which have a need to know the Confidential Information related to performance under this Agreement, and which agree in writing to confidentiality obligations consistent with this Agreement. You may also disclose Teradata Confidential Information to your consultants solely to support your Internal Use of Products, provided that they agree in writing to be bound by confidentiality obligations consistent with this Agreement. Each party will be deemed an intended third party beneficiary of any such agreement and shall have the right to directly enforce it.

17.   **Insurance & Employees.**

17.1   At all times during the term of this Agreement, Teradata shall procure and maintain with insurers reasonably acceptable to Customer (a) workers' compensation insurance, (b) comprehensive general liability insurance, including products/completed operations liability with a vendor's broad form endorsement, with a minimum liability coverage of One Million Dollars ($1,000,000), (c) employer's liability insurance for personal injury and property damage with a minimum liability coverage of One Million Dollars ($1,000,000), (d) comprehensive automobile liability insurance for personal injury and property damage with a minimum liability coverage of One Million Dollars ($1,000,000) and (f) excess liability insurance coverage with a minimum liability coverage of Four Million Dollars ($4,000,000). If Teradata provides consulting services under a Statement of Work or an Order, Teradata shall also procure professional liability insurance with a minimum liability coverage of One Million Dollars ($1,000,000) which can be met by a combination if insurance and/or self-insurance retention. Waiting for response from our Risk Management] Teradata shall furnish Customer with a certificate of insurance for all policies of insurance required hereunder, stipulating that the insurer shall furnish Customer thirty (30) days prior written notice of any cancellation, non-renewal or material change in the insurance coverage. Customer and its affiliates shall be named as an additional insured by endorsement, except with respect to worker's compensation insurance and professional liability insurance. Teradata's failure to deliver such certificate shall not relieve Teradata of its obligations hereunder.

17.2   The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or other representatives of the other. A party will not, with respect to the other's employees or contractors, be responsible for: compensating them; providing insurance or benefits for them; making unemployment, Social Security or Medicare contributions for them; or, withholding income taxes or other taxes or withholdings against earnings regarding them.

18.   **Notices.** All notices made under this Agreement or Orders will be in writing and deemed provided on first receipt. Teradata will send notices to you at the address on the face of this Agreement, with a copy to the

attention of General Counsel, Unilever United States, Inc. 800 Sylvan Avenue, Englewood Cliffs, NJ 07632, and any other address designated in writing by you, and you will send notices to Teradata at its local address through which it handles your account (*e.g.*, to your local Teradata account executive) or any other address designated in writing by Teradata, with an additional copy to: General Counsel/Notices, Teradata Operations, Inc., 2835 Miami Village Drive, Miamisburg, OH 45342; fax: (937) 439-0693; email: law.notices@teradata.com. Either party may change or supplement its notice address(es) and other contact information by delivering written notice of such to the other.

19.   Governing Law; Disputes.

19.1   New York law applicable to contracts negotiated and performed wholly within the state of New York will govern the interpretation and enforcement of this Agreement and Orders and SOWs performed hereunder; however, the Federal Arbitration Act will govern all issues of arbitrability.

19.2   In the event of a claim, controversy or dispute arising out of or related to this Agreement, an Order or a Product, each party agrees that following notice of such to the other party, both parties agree to meet and confer in a reasonably prompt manner to engage in good faith discussions to try to resolve the matter. Any such controversy, claim or dispute which is not resolved through the procedures set forth above, will be resolved by arbitration before a sole arbitrator who is selected by the parties jointly under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, affiliate, supplier or contractor of a party to the extent such right or duty arises through a party or is related to this Agreement, an Order and/or a Product. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitrator is directed to hear and decide potentially-dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in New York City. Except to the extent, if any, elected in writing by the claiming party, the obligation to arbitrate hereunder will not apply to claims for misuse or infringement of a party's intellectual property or breaches of a party's obligations of confidentiality; and, a claiming party may seek an injunction in a court of competent jurisdiction to prevent misuse or infringement of its intellectual property or Confidential Information. The arbitrator will enforce the terms of the Order(s) at issue and will have no authority to award punitive damages or to award damages in excess of the limitations and exclusions set forth in this Agreement or in an applicable Order.

20.   **Force Majeure.** Except for your obligations to make payments in accordance with the terms of an Order, neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond its reasonable control (a "**Force Majeure Occurrence**"), provided, however, each party shall use its best efforts to eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances. In addition, during the period of any such Force Majeure Occurrence where the other party has not used such efforts, Customer shall have no obligation to pay Teradata any amounts otherwise due to Consultant allocable to the period of such Force Majeure Occurrence.

21.   **Severability, Survival & Waiver.** If any provision of this Agreement or of an Order is held to be illegal, invalid or unenforceable, it will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of this Agreement or of an Order will survive termination. Failure to enforce any provision of this Agreement or of an Order shall not constitute a waiver of future enforcement of that or any other provision.

22.   No Third Party Beneficiaries . Except as expressly set forth in this Agreement, this Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted

assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23.   Unilever's Business Partner Code. Consultant has received and reviewed the Unilever Business Partner Code, which is available at http://www.unilever.com/aboutus/purposeandprinciples/business_partner_code/ and agrees to act in accordance with those principles.

24.   Counterparts. This Agreement may be signed in counterparts, each of which taken together shall constitute one and the same instrument.

25.   Order of Precedence.

Subject to Section 12.6 above with respect to payment terms, in the event of a conflict between and among the terms of this Master Solutions Agreement, the Teradata Enterprise System Support & Core Support Addendum, a Statement of Work and an Order, in each case as executed by the parties, the following order of precedence shall apply:

A.   the applicable Order;

B.   the applicable Statement of Work;

C.   the Enterprise System Support & Core Support Addendum; and then

D.   the Master Solutions Agreement

26.   Entire Agreement. This Agreement and each Order issued under either of them and addenda or amendments hereto or thereto constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all other understandings and negotiations with respect thereto. This Agreement, and any Order may be amended only by a writing manually signed by both parties hereto. Any provision of this Agreement, the Addendum or any Order may be waived only by a writing manually signed by the party to be charged by such waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement or any Order.

EXHIBIT A TO THE MASTER SOLUTIONS AGREEMENT

TPERF PRICING SCHEDULE

1.0   TERM

This Exhibit A begins upon the Effective Date and shall continue for a period of thirty-six months.

2.0   PRICING

The following reflects the thirty-six (36) month TPERF Pricing Schedule for Teradata Hardware/Software, Virtual Storage and DASD. The TPERF pricing shall be measured on all Unilever Enterprise-Class nodes purchased worldwide. The Teradata Enterprise Data Warehouse platform is the 54xx, 55xx, 56xx and 57xx generation Teradata systems utilizing LSI storage systems housing 288 GB drives and does not include hot spare components. Pricing shall be applied on Unilever expansions for all additional performance and disk purchased at the levels indicated below. Migrated or replacement performance and disks are not included.

Hardware/Software per Tperf

	TERM (Months)		
	1-12	13-24	25-36
Tperfs Purchased			
0-2000	$7,121.	$6,765.	$6,427.
2001-5000	$6,409.	$6,089.	$5,785.
5001 +	$5,768.	$5,480.	$5,206.

Teradata Virtual Storage per Tperf

	TERM (Months)		
	1-12	13-24	25-36
Tperfs			
0-2000	$560.	$532.	$505.
2001-5000	$504.	$479.	$455.
5001 +	$454.	$431.	$409.

DASD per Tperf for 288GB HDD Drives

	TERM (Months)		
	1-12	13-24	25-36
Tperfs			
0-2000	$5,050.	$4,798.	$4,558.
2001-5000	$4,545.	$4,318.	$4,102.
5001 +	$4,091.	$3,886.	$3,692.

*Based on purchased nodes worldwide.

*Similarly configured systems

*DASD is for current disk technology only. For 288GB HDD drives only.

Tperfs	TERM (Months)		
	1-12	13-24	25-36
0-2000	$2,045.	$1,943.	$1,846.
2001-5000	$1,841.	$1,749.	$1,662.
5001 +	$1,657.	$1,574.	$1,495.

* This is for a future uncommitted release. Product roadmap's are subject to change.
* Based on purchased nodes worldwide.
* Similarly configured systems
* DASD is for current disk technology only. For 980 GB drives only.

DASD per Terabyte for 587GB HDD Drives

Tperfs	TERM (Months)		
	1-12	13-24	25-36
0-2000	$3,455.	$3,282.	$3,118.
2001-5000	$3,110.	$2,955.	$2,807.
5001 +	$2,799.	$2,659.	$2,526.

*This is for a future uncommitted release. Product roadmap's are subject to change.
* Based on purchased nodes worldwide.
* Similarly configured systems
* DASD is for current disk technology only. For 587GB drives only.

The pricing level shall be determined by calculating all purchased TPerfs then currently installed on Unilever systems worldwide. TPerfs which may be migrated from one system to another shall only count once in the calculation.
A completely operational system is a combination of both TPerf and DASD pricing.

The above pricing by TPERF and TB are average system costs as systems at Unilever grow. Teradata is very careful to provide systems balanced on CPU and I/O so customers will gain the full performance of each and every component. As a result, we take great care in configuring systems to maximize performance and only certain combinations/increments make sense.

For current enterprise system technology, that means that system increments can occur as follows:
1. Unilever can begin the first expansion with 50% of the capacity (disk and CPU) of the original 2-node system
2. Teradata will invoice Unilever for all delivered hardware (same as original 2-node system)
3. Teradata will invoice Unilever for software on this expansion at 50% of the expansion software price
4. Unilever can request further capacity (disk and CPU) be "turned on" in steps of 12.5% of the total system capacity.

This applies to subsequent 5600 expansions, once each 2+1 node 5600 system is purchased in full as set out above. The price quoted for each 5600 system is based on the $1,654,420 total price before one-time discounts, the HW is $633,480 and SW is $1,020,940 in that case.

in understanding the impact on minimum expansion increments.

"Licensee understands and agrees that discussions relating to Teradata's disk drive capacity and product roadmap are for informational and Licensee planning purposes only and do not confer on Teradata any obligation to deliver the required capacity or to adhere to the product roadmap. Teradata's current plans outlined in the product roadmap may change at any time at Teradata's sole discretion. Further, Teradata is under no obligation to deliver any Component System features or functionality that are not currently generally available, and Teradata is under no obligation to provide the disk drive capacity to Licensee unless Teradata makes such capacity generally available to its customer base."