

TERMS FOR NORTH AMERICAN SOFTWARE LICENSE AND SERVICES SUPPLIERS

Unless otherwise agreed in writing, the following terms and conditions (these “Terms”) will apply when Sara Lee Corporation or any of its affiliates (“Sara Lee”) is licensing software and purchasing services from a seller, provider or other supplier (“Supplier”) pursuant to a written request from Sara Lee which has been accepted by Supplier whether in writing or by beginning to perform in accordance with such request (a “Schedule”).

1. SOFTWARE LICENSE PROVISIONS.

Except as otherwise expressly provided in the applicable Schedule:

1.1 License Grant.

If the applicable Schedule describes software that is being licensed to Sara Lee (“Licensed Software”), Supplier hereby grants to Sara Lee and any other individuals and entities designated in the Schedule (collectively, “Software Licensees”) a perpetual, irrevocable, fully paid-up, worldwide, non-exclusive and royalty-free right and license (“Software License”) to use the Licensed Software. The scope of the Software License is limited only as set forth in this Article and the Schedule. If the applicable Schedule states that the Licensed Software includes source code, then the Software License permits Sara Lee to modify the Licensed Software. If the Schedule describes or Supplier provides any documentation related to the Licensed Software (“Licensed Documentation”), then the Software License also permits Sara Lee to copy, distribute and modify the Licensed Documentation, provided that all titles, trademarks, and copyrights and restricted rights notices are reproduced on any such copies.

1.2 Internal Use Only of Licensed Software.

The Software Licensees will use the Licensed Software only to process data, or provide products or services, of Sara Lee and its affiliates, customers, employees, suppliers, business partners and divested companies.

1.3 Definition of “Use” of Licensed Software.

When interpreting these Software License Provisions, the term “use” means to copy, install, execute, operate, distribute, archive and run Licensed Software for test, production and disaster recovery purposes. The Software License permits use through the Internet and other telecommunications systems. For example, if a Software Licensee runs Licensed Software on a server and allows a user to access functions of the Licensed Software through a Web browser or similar widely available third party software, the “use” of the Licensed Software is occurring on the server, not on the user’s computer. The user will not be required to obtain a separate license for the type of access described above.

1.4 Expansion in Laws or Regulations and Scope of Software License Grant.

If a Software Licensee’s need for the Licensed Software expands as a direct result of the enactment or application of a new or expanded Law, and the existing Licensed Software can meet those expanded needs, then the Software License will be deemed to encompass any use necessary to comply with the new Law.

1.5 Use of Licensed Software by Divested Business.

If Sara Lee divests an affiliate, division, department or other business, then the Software Licensees may, as a part of the Software License, use the Licensed Software and Licensed Documentation to provide transitional, migration or conversion services to the divested business for up to one year after the divestiture. In addition, if the divested business was a Software Licensee, Sara Lee may permit the divested business to use the Licensed Software and Licensed Documentation, so long as the divested business’ use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of these Terms and the applicable Schedule. If Sara Lee so requests, Supplier will enter into a new agreement with any divested business which is a Software Licensee that reflects the provisions of these Terms and any Schedules that apply to the Licensed Software and Licensed Documentation together with such of Sara Lee’s maintenance and support rights, if any, in the Licensed Software as Sara Lee may request, reduce Sara Lee’s future payment obligations in a manner proportionate to the license and maintenance rights so transferred, and impose upon the divested business future payment obligations equal to such reduction.

1.6 Third Party Use of Licensed Software.

The Software License will permit use by outsourcers, consultants, disaster recovery services providers, hosted services providers, distributors, agents, representatives, and other third parties providing processing or technical services or advice to any of the Software Licensees. However, each third party (other than Sara Lee’s internal or external auditors and personnel) must agree (i) to use the Licensed Software and Licensed Documentation solely for the benefit of the Software Licensees, and (ii) not to disclose the Licensed Software and Licensed Documentation to any other third party, without Sara Lee’s prior written approval.

1.7 Non-Productive Use and Copies of Licensed Software.

The Software Licensees may make copies of and use the Licensed Software for testing, development, quality assurance, user support, backup, archival or disaster recovery purposes and store those copies off-site. None of those copies will be included when counting the number of copies or the amount of use under any per-copy, per-transaction, per-location or other similar pricing scheme. The Software Licensees will reproduce any copyright notices or other proprietary notices in the Licensed Software.

1.8 No Reverse Engineering of Licensed Software.

Except as provided otherwise in these Terms, the Software Licensees will not reverse engineer the Licensed Software except as reasonably required to interface, configure, implement, or install the Licensed Software or to interoperate the Licensed Software with other software.

1.9 Use of Licensed Software to Interface with Other Products.

The Software Licensees may interface and use the Licensed Software with other software programs owned or licensed by the Software Licensees, so as to permit that software to interoperate, whether by use of calls, exchange of data, link editing or otherwise. Supplier will not obtain any ownership interest in that other software merely because it was interfaced or used with any Licensed Software.

1.10 New Locations for Licensed Software.

A Software Licensee may, at any time, without prior notice to or consent of Supplier, transfer the Licensed Software to new users or a new machine or location without charge.

1.11 New Platforms for Licensed Software.

Supplier acknowledges that the Software Licensees may need to run the Licensed Software on multiple, different, successor or replacement operating systems, or database systems, devices or other platforms. Consequently, the Software License will be deemed to include all versions of the Licensed Software that have, at the relevant time, been certified by Supplier as capable of supporting various platforms.

1.12 Successor Products of Licensed Software.

If Supplier removes any features or functionality from the Licensed Software and subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then the Software License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire product. If Supplier stops licensing the Licensed Software other than as bundled or otherwise combined with other software, the Software License will be deemed to include that other software. If the Licensed Software is a suite or other combination of software products, and Supplier elects to unbundle or otherwise separately license those products, the Software License will be deemed to include all of the products containing the functionality originally licensed to the Software Licensees. There will be no additional charge for changes to the scope of the Software License under this Section.

1.13 Use of Licensed Software Resulting from Changes in Processing Complex.

The Software License will include the right to use the Licensed Software on a multiprocessor computer, a set of computers connected together to act as one computer, or another type of processing complex. Use on a processing complex will be deemed to be use on a single computer, regardless of the number of CPUs in the processing complex. Supplier will not charge any upgrade fees or other additional fees if any Software Licensee (i) moves the Licensed Software to a processing complex that has a greater capacity or belongs to what is commonly described as a higher tier group, or (ii) adds processors or other additional capacity to any computer in the processing complex.

1.14 Electronic Delivery of Licensed Software.

To the extent requested by Sara Lee, Supplier will deliver the Licensed Software and Licensed Documentation through purely electronic communication. If Sara Lee does not request electronic delivery, Supplier will deliver the Licensed Software on CD-ROM and the Licensed Documentation on paper and CD-ROM, at a maximum cost equal to Supplier's actual and reasonable media and shipping costs.

1.15 Authorization Codes for Licensed Software.

Supplier will provide any passwords, keys and other authorization codes that the Software Licensees need to install, test and use the Licensed Software on disaster recovery, development and other technical environments and to obtain the full benefit of its Software License and other rights in the Licensed Software. Those authorization codes will be "permanent" if the applicable Software License is perpetual and, if the license is not perpetual, those authorization codes will be for the full term of the Software License plus one year. Further, those authorization codes will be fully functional on all systems and all CPUs.

1.16 Replacement Copies of Licensed Software.

Supplier will deliver to the Software Licensees a replacement copy of the Licensed Software or the Licensed Documentation, without charge, if the Licensed Software or the Licensed Documentation is lost or damaged while in transit to a Software Licensee or at any time thereafter.

1.17 Adequate Documentation.

Supplier will deliver to the Software Licensees the Licensed Documentation for the Licensed Software specified under the Schedule on the dates and to the places specified in that Schedule. The Licensed Documentation will describe fully and accurately the features and functions of the versions of the Licensed Software then in use by Sara Lee well enough to allow a reasonably skilled user to effectively use all of its features and functions without assistance from Supplier. If Supplier provides source code, the Licensed Documentation will also include all information that a reasonably skilled programmer needs to maintain, modify and implement the applicable Licensed Software without assistance from Supplier.

1.18 Ownership Rights in Licensed Software and Data.

As between Supplier and Sara Lee, (i) title to the Licensed Software and Licensed Documentation, and all Intellectual Property Rights in the Licensed Software and Licensed Documentation, will at all times remain with Supplier, subject to the Software License, and (ii) as between Sara Lee and Supplier, Sara Lee will own all of the data processed by the Licensed Software, any modifications that the Software Licensees make to the Licensed Documentation, and, if the Software Licensees have the right to modify the source code for the Licensed Software, its modifications to the Licensed Software.

2. SERVICES PROVISIONS.

2.1 Performance of Services.

Supplier will provide the services described in each Schedule in accordance with these Terms and that Schedule. If a Schedule describes services in a general or non-specific manner, the services will include not only services specifically described in such Schedule but also those that are an inherent, necessary or a customary part of those services. Except as provided in the applicable Schedule, Supplier will be responsible for all materials, facilities, equipment, software and other resources required to provide the services.

2.2 No Substance Abuse in Performance of Services.

Supplier will ensure that none of its, or any of its subcontractor's, employees, agents, consultants or other individuals acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's obligations under these Terms or any Schedule (collectively, "Supplier Personnel") engages in drug or other substance abuse while at a Sara Lee facility, in a Sara Lee vehicle or otherwise while performing services.

2.3 Replacement of Supplier Personnel.

If Sara Lee determines that the continued assignment to Sara Lee of any Supplier Personnel is not in the best interests of Sara Lee, Supplier will remove that individual from providing services and replace that individual with Supplier Personnel of suitable ability and qualifications without charge to Sara Lee.

2.4 Compliance with Sara Lee Policies and Procedures in Performance of Services.

Supplier will ensure that the Supplier Personnel, while assigned to provide services or otherwise visiting or accessing Sara Lee's facilities, will (i) comply with Sara Lee's then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Sara Lee personnel at those facilities, (ii) comply with all reasonable requests of Sara Lee personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

2.5 Services Warranty.

Supplier represents and warrants that it will perform the services (i) in a good, timely, efficient, professional and workmanlike manner using then-current technology, (ii) using sufficient numbers of Supplier Personnel who are fully familiar with the technology, processes and procedures to be used to deliver the services and have suitable competence, ability, education, training and other qualifications for any assigned roles, (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to or higher than the accepted industry standards applicable to the performance of the same or similar services, and (iv) in compliance with the requirements of the applicable Schedule. If Supplier breaches this warranty, Supplier will promptly correct or cause the correction of the deficiencies giving rise to the breach at Supplier's sole expense.

3. DEVELOPMENTS PROVISIONS.

3.1 Ownership of Developments.

Sara Lee will own exclusively all materials, software, ideas and other work product developed, in whole or in part, by or on behalf of Supplier pursuant to the Schedule (collectively, "Developments") together with all related patent, copyright, trade secret, trademark, trade name, database, design and model, or other intellectual property or

proprietary rights (collectively, “Intellectual Property Rights”) throughout the world. To the fullest extent permitted by applicable laws, rules or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over either party (collectively, “Laws”), the Developments will be deemed “works made for hire” and Sara Lee will be deemed the author. To the extent that Sara Lee is not deemed the author of any Developments, Supplier will and hereby does perpetually and irrevocably assign to Sara Lee any and all worldwide right, title or interest that Supplier may now or hereafter possess in or to the Developments in perpetuity (or to the maximum period permitted by applicable Laws). Supplier will execute and deliver all documents and provide all testimony reasonably requested by Sara Lee to register and enforce its Intellectual Property Rights in the Developments solely in the name of Sara Lee.

3.2 Ownership of Outside Materials.

Supplier and its licensors will retain ownership of all materials, software, ideas and other work product developed or acquired by Supplier prior to the date or independently of any Schedule, together with all related Intellectual Property Rights (collectively, “Outside Materials”).

3.3 Incomplete Developments.

Partial or incomplete versions of Developments will be deemed Developments. Upon Sara Lee’s request or upon termination of any Schedule, Supplier will immediately provide to Sara Lee the then-current version of any Developments in the possession of Supplier or any Supplier Personnel.

3.4 Further Assurances to Perfect Ownership.

Supplier will execute and deliver all documents and provide all testimony reasonably requested by Sara Lee to register and enforce Intellectual Property Rights in the Developments solely in the name of Sara Lee. Supplier irrevocably designates and appoints Sara Lee its agent and attorney-in-fact to act for and on its behalf to execute, register and file any applications, and to do all other lawfully permitted acts, to further the registration, prosecution, issuance and enforcements of the Intellectual Property Rights in the Developments with the same legal force and effect as if executed, registered and filed by Supplier.

3.5 License of Outside Materials.

Supplier hereby grants to Sara Lee, each other entity named in the applicable Schedule as a licensed person, and their respective successors and assigns (each, a “Licensed Person”), a perpetual, irrevocable, fully-paid up, worldwide non-exclusive right and royalty-free license to all Intellectual Property Rights in all Outside Materials that Supplier embeds in or otherwise provides with any Developments to the extent required to fully and completely use and enjoy the Developments. The parties acknowledge and agree that the foregoing right and license includes the right for each Licensed Person to (i) use, copy, modify, develop derivative works, sublicense, distribute, display and perform the Outside Materials, (ii) designate third parties to exercise those rights and licenses on behalf of any Licensed Persons, and (iii) sublicense, transfer or assign its right and license in connection with any assignment of the copyright in the associated Developments.

4. SYSTEM ACCESS PROVISIONS.

4.1 Application of System Access Provisions.

The provisions set forth in this Article apply when Sara Lee gives Supplier remote or on-site access to Sara Lee’s networks or other computer systems (“Sara Lee Systems”). Supplier will use this access only to perform its obligations as described in the applicable Schedule. Sara Lee may terminate Supplier’s access to the Sara Lee Systems at any time without notice to Supplier.

4.2 Consent to Monitoring When Accessing Sara Lee Systems.

To the extent permitted by applicable Laws, Supplier agrees that Sara Lee may monitor, record and analyze any access to, or data stored on, the Sara Lee Systems at any time without notice. Supplier consents to this monitoring, recording and analysis. Supplier will ensure that all persons obtaining access to the Sara Lee Systems through Supplier are advised of and have consented to this monitoring and recording. To the extent permitted by applicable Laws, Supplier, on its own behalf and on behalf of all persons obtaining access to the Sara Lee Systems through Supplier, acknowledges that there is no express or implied right of privacy with respect to such access or data.

4.3 Login IDs for System Access.

If Sara Lee assigns a login code (a “Login ID”), (i) only the individual who was assigned a Login ID may use that Login ID, (ii) Supplier will not permit any Login ID to be shared or used by any other individual, and (iii) Supplier will be responsible for all access to the Sara Lee Systems by any person using a Login ID issued to any person at Supplier’s request.

4.4 Supplier Systems Used to Access Sara Lee Systems.

Supplier will be responsible for all systems that Supplier uses to access the Sara Lee Systems. Supplier will use commercially reasonable efforts to ensure that its systems include up-to-date anti-viral software reasonably

acceptable to Sara Lee to prevent viruses from reaching the Sara Lee Systems through Supplier's systems. Supplier will use commercially reasonable efforts to prevent unauthorized access to the Sara Lee Systems through Supplier's systems.

4.5 Compliance with Sara Lee Security Procedures When Accessing Sara Lee Systems.

Supplier will comply, and cause any person obtaining access to Sara Lee Systems through Supplier to comply, with Sara Lee's internal information security policies and procedures, as described in the Security Policies Exhibit, and which are in effect from time to time, and applicable to Supplier's performance, as well as any procedures set forth in the applicable Schedule. Supplier will immediately notify Sara Lee of any actual or threatened security breach in or unauthorized access to the Sara Lee Systems. Supplier will cooperate fully with Sara Lee to investigate any security breach or unauthorized access.

4.6 No Transmission of Harmful Material Through System Access.

Supplier will not transmit nor permit the transmission of any unlawful, discriminatory, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material through the Sara Lee Systems. Supplier acknowledges that Sara Lee intends to cooperate fully with law enforcement, governmental, regulatory or judicial investigations of any access to the Sara Lee Systems. This cooperation may include disclosure of the identity of, and the information transmitted or received by, persons accessing the Sara Lee Systems. If Sara Lee so requests, Supplier will immediately remove any person who violates this Section, and ensure that such person is not allowed to be directly or indirectly involved in providing goods or services to Sara Lee.

4.7 Removal of Data Through System Access.

Supplier will not remove from Sara Lee facilities or retain a copy of any data or information obtained from, or as a result of access to, the Sara Lee Systems unless (i) these Terms includes Data Handler Provisions, and (ii) that removal or retention is reasonably necessary for Supplier to perform its obligations pursuant to the applicable Schedule.

4.8 Confidentiality of Information Obtained Through System Access.

Sara Lee's Confidential Information will be deemed to include all Login IDs and any information contained on, or obtained as a result of access to, the Sara Lee Systems. Supplier will not permit any disclosure of this information without Sara Lee's prior written consent.

4.9 Disclaimers.

ACCESS TO THE SARA LEE SYSTEMS IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. This Section will survive any expiration or termination of any Schedule for any reason. The limitations of liability and disclaimers in these Terms or any Schedule will not apply to any breach of this Article by Supplier.

5. TESTING, CORRECTION, AND ACCEPTANCE PROVISIONS.

5.1 Testing.

Before Supplier delivers any Licensed Software (each, a "Product"), Supplier will verify that the Licensed Software is in full compliance with all applicable specifications, including functional, performance and operational characteristics described in these Terms and the applicable Schedule. Upon Sara Lee's request, Supplier will permit Sara Lee (or its designees) to observe that verification and obtain a report of all results. After the Licensed Software has been delivered, installed and configured and is ready for use in the intended environment, Sara Lee will have 45 days, or such other period as set forth in the applicable Schedule ("Acceptance Testing Period"), to verify that the Licensed Software is in compliance with the requirements of these Terms and the Schedule. Supplier will provide all reasonable assistance to Sara Lee in connection with this testing.

5.2 Correction.

If, during the Acceptance Testing Period, Sara Lee finds that the Licensed Software is not in compliance with the requirements of these Terms and the applicable Schedule, Sara Lee will describe the noncompliance to Supplier in reasonable detail. Within five Business Days, or such other period as set forth in the applicable Schedule, after receipt of that description, Supplier will, without charge to Sara Lee, render the Licensed Software in compliance with the requirements of these Terms and the applicable Schedule. If Supplier fails to do so within that period, Sara Lee may, at its option, (i) extend the correction period, or (ii) terminate the applicable Schedule, in whole or in part, for material breach immediately by notice and obtain from Supplier a full refund of all amounts paid by Sara Lee in connection with the portion of the Schedule so terminated.

5.3 Acceptance.

(a) If Sara Lee determines that the Licensed Software is in compliance with the requirements of these Terms and the applicable Schedule, Sara Lee will notify Supplier that Sara Lee has accepted the Licensed

- Software. Acceptance will be implied if (i) Supplier gives Sara Lee notice after the Acceptance Testing Period asking Sara Lee to notify Supplier of whether Sara accepts or rejects the Licensed Software, and (ii) Sara Lee fails to respond within five Business Days. Acceptance will not be implied from any other event.
- (b) If the Licensed Software (“Component Licensed Software”) is to be integrated with other Licensed Software (“Integrated Licensed Software”), Sara Lee’s acceptance of the Component Licensed Software will not be final until Supplier successfully integrates the Component Licensed Software with the Integrated Licensed Software and Sara Lee accepts the Integrated Licensed Software. For example, if Supplier is to provide a system consisting of multiple modules, Sara Lee’s acceptance of any individual module will not be final until Sara Lee accepts all of the modules integrated together as a complete system.
 - (c) Acceptance does not waive any of Sara Lee’s rights to warranty and maintenance service for the Licensed Software, even if Sara Lee knows and has informed Supplier of the problems before Sara Lee accepts the Product.

6. COMPLIANCE WARRANTY PROVISIONS.

Supplier represents and warrants that the Licensed Software will (i) be free from errors and defects in workmanship and materials, and (ii) be in compliance with the requirements of these Terms and the applicable Schedule for one year after Sara Lee accepts the Licensed Software. Within 10 days, or such other period as set forth in the applicable Schedule, after Sara Lee informs Supplier that the Licensed Software do not conform to this warranty, Supplier will, without charge to Sara Lee, replace the non-conforming Licensed Software with Licensed Software that is in compliance with the requirements of these Terms and the applicable Schedule, and that replacement will be considered new Licensed Software. If Supplier fails to do so within that period, Sara Lee may, at its option, (A) extend the correction period, or (B) obtain from Supplier a full refund of all amounts paid by Sara Lee for the Licensed Software and any other Licensed Software that Sara Lee is unable to use as a consequence of the nonconformity under these Terms and the applicable Schedule.

7. PRIVACY PROVISIONS.

7.1 Compliance with Privacy Regulations.

If Supplier receives non-public personal information from Sara Lee, Supplier will be subject to applicable Laws restricting collection, use, disclosure, processing and free movement of personally identifiable information (collectively, “Privacy Regulations”). The Privacy Regulations include the Gramm-Leach Bliley Act, Regulation S-P of the Securities and Exchange Commission (17 C.F.R. Part 248), the Health Insurance Portability and Accountability Act 1996, the Children’s Online Privacy Protection Act (15 U.S.C. 6501 et seq., the fair information principles published by the United States Federal Trade Commission, the European Union Directive 95/46/EC on the protection of individuals with regard to the processing and free movement of personal data, European Union Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector and other applicable privacy Laws. Without limiting the generality of the foregoing, Supplier will, in good faith, work with Sara Lee to address the legal requirements applicable to Supplier and/or Supplier’s Personnel related to the Privacy Regulations, which will include entering into subsequent agreements or amendments to these Terms as Sara Lee may reasonably require from time to time. Sara Lee may provide guidelines to help Supplier and Supplier’s Personnel comply with the Privacy Regulations, but Supplier (using its own legal advisors) will remain fully responsible for interpreting and complying with the Privacy Regulations with respect to Supplier’s business.

7.2 Notification of Security Breach.

Supplier will immediately notify Sara Lee of any actual or threatened security breach in Supplier’s systems that may result in the unauthorized access to or disclosure of any personally identifiable information received from Sara Lee. Supplier will cooperate fully with Sara Lee to investigate any such security breach in Supplier’s systems and report the results to any applicable governmental or regulatory authority.

7.3 Reimbursement of Costs.

Supplier will reimburse Sara Lee for the cost of (i) any notices that are required to be given to affected individuals under the Privacy Regulations, (ii) any credit monitoring services offered by Sara Lee to affected individuals, (iii) any call centers or other commercially reasonable actions taken by Sara Lee to remediate the breach, and (iv) any payments or penalties imposed on Sara Lee by a governmental or regulatory authority as a result of such breach.

8. DATA HANDLER PROVISIONS.

8.1 Definition of Sara Lee Data.

The term “Sara Lee Data” means all data and information about Sara Lee’s businesses, customers, employees, operations, facilities, products, markets, assets or finances that Supplier obtains, creates, generates, collects or processes in connection with these Terms, and all Intellectual Property Rights in that data and information.

8.2 Ownership of and License to Sara Lee Data.

As between Sara Lee and Supplier, Sara Lee will own all of the Sara Lee Data. If Supplier obtains any rights in any Sara Lee Data, Supplier will assign those rights to Sara Lee. Supplier will waive, and will not assert, any liens or other encumbrances it obtains on any Sara Lee Data. Supplier will not withhold any Sara Lee Data as a means of resolving a dispute. Sara Lee hereby grants Supplier a license to use the Sara Lee Data solely to perform Supplier's obligations to Sara Lee during the term of the applicable Schedule. Sara Lee reserves all other rights in the Sara Lee Data.

8.3 Access to Sara Lee Data and Retention.

Supplier will promptly retrieve and deliver to Sara Lee a copy of all Sara Lee Data (or those portions specified by Sara Lee) in the format and on the media reasonably specified by Sara Lee (i) at any time upon Sara Lee's request, (ii) at the end of the term of the applicable Schedule, or (iii) with respect to particular Sara Lee Data, at the time when that data is no longer required by Supplier to perform its obligations under the applicable Schedule. Supplier will keep and maintain Sara Lee Data in accordance with the applicable Sara Lee record retention policy, if any, as directed by Sara Lee from time to time. If requested by Sara Lee, Supplier will destroy or securely erase, and provide Sara Lee with a certificate, signed by an authorized representative of Supplier certifying that Supplier has destroyed or erased, all copies of Sara Lee Data in Supplier's possession or under Supplier's control.

8.4 Compliance of Data Handler with Information Security Standards.

Supplier will comply with Sara Lee's internal information security policies and procedures, as described in the Security Policies Exhibit, and which are in effect from time to time and applicable to Supplier's performance, as well as any procedures set forth in the applicable Schedule. Supplier will not provide any Sara Lee Data to any subcontractor of Supplier unless the subcontract requires the subcontractor to comply with such policies and procedures. Sara Lee's internal and external auditors and personnel may conduct on-site security reviews, vulnerability testing and disaster recovery testing of Supplier's systems containing Sara Lee Data and otherwise audit Supplier's operations for compliance with such policies and procedures.

8.5 Notification of Security Breach.

Supplier will immediately notify Sara Lee of any actual or threatened security breach in Supplier's systems that may result in the unauthorized access to or disclosure of Sara Lee Data. Supplier will cooperate fully with Sara Lee to investigate any security breach or unauthorized access.

8.6 Protection of Sara Lee Data in the Event of Data Handler Bankruptcy.

If Supplier undergoes any of the events described in the section of these Terms entitled "Termination for Financial Insecurity", Sara Lee will have the immediate right to take possession of and retain for safekeeping all Sara Lee Data then in Supplier's possession or under Supplier's control. Sara Lee may retain the Sara Lee Data until the trustee or receiver in bankruptcy or other appropriate court officer provides Sara Lee with adequate assurances and evidence that the Sara Lee Data will be protected from sale, release, inspection, publication or inclusion in any publicly accessible record, document, material or filing. Supplier and Sara Lee agree that this Section is a material term of these Terms, and without it, Sara Lee would not have entered into these Terms or permitted Supplier to access or use Sara Lee Data.

8.7 Regeneration of Sara Lee Data by Data Handler.

Supplier will promptly replace or regenerate from Supplier's machine-readable media any data, programs or information handled or stored by Supplier that Supplier has lost or damaged or obtain a new copy of the lost or damaged data, programs or information. Alternatively, Sara Lee may replace or regenerate any data, programs or information that Supplier has lost or damaged or obtain a new copy of the lost or damaged data, programs or information, in which case, Supplier will promptly reimburse Sara Lee for all reasonable costs associated with its regeneration or replacement efforts.

8.8 Allocation of Risk.

The limitations of liability and disclaimers in these Terms or any Schedule will not apply to any breach of this Article.

9. DISABLEMENT OF SOFTWARE AND HARDWARE PROVISIONS.

9.1 No Disablement.

In no event will Supplier or its agents, disable or interfere, in whole or in part, with Sara Lee's use of any software or any software, hardware, systems or data owned, utilized or held by Sara Lee or customers without the written permission of an authorized representative of Sara Lee, whether or not the disablement is in connection with any dispute between Sara Lee and Supplier or otherwise. Supplier understands that a breach of this provision could cause substantial harm to Sara Lee and to numerous third parties having business relationships with Sara Lee. The

provisions set forth in this Section will survive any expiration or termination of these Terms or any Schedule for any reason.

9.2 No Viruses.

Except as disclosed by Supplier in the applicable Schedule, Supplier represents and warrants that the Licensed Software will not contain any virus, Trojan horse, self-replicating or other computer instructions that may, without Sara Lee's consent, (a) alter, destroy, inhibit or discontinue Sara Lee's effective use of the Licensed Software or any Sara Lee resource, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by Sara Lee, (c) store any data, programs, materials or information on Sara Lee's computers, or (d) bypass any internal or external security measure to obtain access to Sara Lee's resources.

10. PERFORMANCE METRICS PROVISIONS.

10.1 Obligation.

Supplier will at all times perform its obligations to meet or exceed the required levels of accuracy, quality, speed, consistency, availability, capacity, reliability, customer service, timeliness, conformity, efficiency and/or cost effectiveness, or other required levels as agreed to by the parties, set forth in the applicable Schedule (collectively, "Performance Metrics"). If Supplier fails to perform in accordance with the applicable Performance Metrics, in addition to its other obligations under these Terms or the applicable Schedule, Supplier will (i) promptly investigate the root causes of the failure, (ii) use reasonable skill and care to resolve the root cause of the problem as soon as practicable (regardless of cause or fault), (iii) advise Sara Lee of the status at appropriate times, and (iv) certify to Sara Lee that all reasonable action has been taken to prevent any recurrence of the failure.

10.2 Measurement and Monitoring.

Supplier will implement automated or other measurement and monitoring tools and procedures acceptable to Sara Lee to measure and report Supplier's performance against the Performance Metrics in a manner and at a level of detail reasonably approved by Sara Lee. Supplier will provide Sara Lee with access to up-to-date problem management data and other data reasonably requested by Sara Lee regarding the status of failures and/or user inquiries.

10.3 Continuous Improvement.

Supplier will, without charge to Sara Lee, increase the Performance Metrics to reflect the higher performance levels actually attained or attainable by Supplier in accordance with the applicable Schedule. In addition, subject to the applicable Schedule, Sara Lee and Supplier will, to the extent commercially reasonable and appropriate, (i) increase the Performance Metrics to reflect improved performance capabilities associated with advances in applicable processes, technologies and methods, (ii) add new Performance Metrics to permit further measurement or monitoring of Supplier's performance, (iii) modify or increase the Performance Metrics to reflect changes in the processes, architecture, standards, strategies, needs or objectives defined by Sara Lee, and (iv) modify or increase the Performance Metrics to reflect agreed upon changes in the manner in which Supplier is to perform its obligations.

11. COMPENSATION.

11.1 Invoices.

Supplier will present Sara Lee with an invoice for the amounts due and owing pursuant to each Schedule within the time period set forth in the applicable Schedule. Each invoice will be in a form reasonably acceptable to Sara Lee.

11.2 Payments.

Sara Lee will pay all undisputed amounts on each invoice within the time period set forth in the applicable Schedule. Sara Lee will have no obligation to pay any amounts that Supplier fails to invoice to Sara Lee within 120 days after the amounts were incurred. Except as required by applicable Laws, Sara Lee will not be required to pay any late charge, interest, finance charge or similar charge.

11.3 Expenses.

Sara Lee will reimburse Supplier for its reasonable expenses, without markup, that are described as reimbursable in the applicable Schedule and actually incurred by Supplier in performing its obligations under the applicable Schedule.

11.4 Right to Set Off.

Sara Lee will have the right to set off amounts owed by Supplier or any of Supplier's affiliates to Sara Lee or any of Sara Lee's affiliates against amounts payable under these Terms.

11.5 Taxes.

Sara Lee will reimburse Supplier for all sales, use, excise, value-added, products, consumption and other similar taxes or duties that Supplier is permitted or required to collect from Sara Lee under the Laws of the jurisdiction

where Sara Lee receives the goods or services. Each party will be responsible for employment taxes with respect to its own employees. Supplier will be responsible for all other taxes.

11.6 No Liens.

Supplier will not file, and will not permit any subcontractors acting on its behalf to file, any mechanic's or materialman's liens, retention rights, security rights or any security interests to secure payment under any Schedule. If any such liens, rights or interests arise, Supplier will remove them at its cost.

12. **CONFIDENTIALITY.**

12.1 Confidential Information.

Sara Lee has made and will continue to make available to Supplier information that is not generally known to the public and is proprietary or confidential to Sara Lee ("Confidential Information").

12.2 Obligations.

Supplier will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from Sara Lee as Supplier uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Supplier will use Sara Lee's Confidential Information only to perform its obligations under these Terms and the applicable Schedule. Supplier will not translate, de-compile, disassemble or reverse engineer any goods, equipment or other materials that are part of the Confidential Information.

12.3 Survival of Confidentiality Obligation.

Supplier's confidentiality obligations will survive perpetually for trade secrets and personally identifiable information and for a period of five years from the date of disclosure for all other Confidential Information.

12.4 Return or Destruction.

Supplier will return or destroy any Confidential Information promptly upon Sara Lee's request. If Sara Lee so requests, Supplier will provide a certificate, signed by an authorized representative, certifying that all Confidential Information has been returned or destroyed.

12.5 Conflict.

If Sara Lee and Supplier have signed a separate agreement protecting any Confidential Information, then both the other agreement and this Section will be effective, but if there is a direct conflict between them, then the provision that is more protective of such Confidential Information will control.

13. **COMPLIANCE.**

13.1 Compliance with respect to Software and Services. Supplier represents and warrants that (i) all Licensed Software and services provided by Supplier to Sara Lee will conform to the requirements of these Terms and the descriptions thereof in the applicable Schedule, (ii) Supplier will perform all of its obligations to Sara Lee in compliance at all times with all applicable Laws, and (iii) Supplier will not infringe, violate or misappropriate any Intellectual Property Rights of Sara Lee or any third party in performing its obligations. **Except as set forth in these Terms or in the applicable Schedule, Supplier does not make any other representations or warranties of any kind, express or implied, with respect to the Licensed Software and services, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.**

13.2 Compliance with Sara Lee Corporation's Global Standards.

Supplier represents and warrants that Supplier is and will continue to be in full compliance with Sara Lee Corporation's Global Standards for Business Partners, as those standards appear from time to time on the "Business Partners" section of the Sara Lee website at www.saralee.com. Sara Lee's internal and external auditors and personnel may conduct inspections or audits of Supplier's records and facilities for compliance with the Standards. Supplier's employees will cooperate fully with any such auditors and personnel in connection with any such audit.

13.3 Compliance with Anti-Corruption Laws.

Supplier represents and warrants that it is fully aware of and will comply with, and in the performance of its obligations to Sara Lee will not take any action or omit to take any action that would cause either Sara Lee or Supplier to be in violation of, (i) the U.S. Foreign Corrupt Practices Act, (ii) the Dutch Penal Code Articles 177, 177a, 178, and 178a, or (iii) any other applicable anti-corruption Laws. Supplier represents and warrants that it is not a government official, political party, state-owned enterprise, or a public international organization such as the United Nations, or a representative of any such person (each, an "Official"). Supplier further represents and warrants that, to its knowledge, neither it nor any of the Supplier Personnel has offered, promised, made or authorized to be made, or provided any contribution, thing of value, gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of an Official to secure an improper advantage in connection with, or in any way relating to, (i) any government authorization or approval involving Sara Lee, or (ii) the obtaining or retention of business by Sara Lee (a

“Payment”). Supplier further represents and warrants that it will not in the future offer, promise, make or authorize to be made, or provide any Payment and that it will take any and all lawful and necessary actions to ensure that no Payment is promised, made or provided in the future by any of the Supplier Personnel. Any violation of this Section will be deemed a material breach of these Terms.

14. INDEMNITY.

Supplier will indemnify, defend and hold harmless Sara Lee, its officers, directors, shareholders, employees, agents, successors and assigns (each, an “Indemnified Person”) from any and all third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding), losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, “Losses”), and threatened Losses due to, arising from or relating to (i) any actual or alleged breach of these Terms and/or any Schedule by Supplier, (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by Supplier, (iii) the negligence or willful or reckless acts or omissions of or by Supplier, or (iv) the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property caused by Supplier (collectively, “Indemnified Claim”); provided, however, that Supplier will have no liability to Sara Lee for any such Losses to the extent caused by the negligence or willful or reckless acts or omissions of or by Sara Lee. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person’s prior written consent. Sara Lee will be entitled to employ counsel at its own expense to participate in the handling of the Indemnified Claim.

15. LIABILITIES NOT LIMITED.

Notwithstanding anything to the contrary, no limitations of liability, disclaimers or waivers of any damages that are set forth in these Terms or any Schedule will apply to losses or obligations arising in connection with (i) Supplier’s breach of its confidentiality obligations, (ii) Supplier’s actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person, (iii) Supplier’s gross negligence or willful or reckless acts or omissions, (iv) the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property caused by Supplier, or (v) Supplier’s indemnification obligations.

16. LIMITATION OF LIABILITY.

16.1 Exclusion of Consequential Damages.

Except as otherwise agreed, neither party will be liable to the other party for indirect, incidental, consequential, punitive, special or exemplary damages, regardless of the form of the action or the theory of recovery, even if that party has been advised of the possibility of those damages.

16.2 Acknowledged Direct Damages.

Notwithstanding anything to the contrary, the following will be considered direct damages and Supplier will not assert that they are indirect, incidental, consequential, punitive, special or exemplary damages: (i) costs of completing the performance of services which are incomplete, (ii) costs of obtaining a suitable alternative supplier, (iii) cover damages, including costs to procure replacement software or services from an alternate source, to the extent in excess of the applicable charges, (iv) costs of overtime, straight time and related expenses and allocated overhead (including travel, lodging, wages), (v) lost profits on orders for Sara Lee products received by Sara Lee from its customers as of the date of Supplier’s failure to perform that Sara Lee is unable to fill and payments, fines or penalties imposed on Sara Lee by its customers in connection therewith, (vi) payments or penalties imposed by a governmental or regulatory authority as a result of a failure to comply with applicable Laws, (vii) costs of reconstructing or reloading data, (viii) costs of implementing and performing work-arounds to mitigate Supplier’s failure to perform, and (ix) costs of replacing lost, stolen or damaged goods, materials or other personal property.

17. LIABILITY CAP-MULTIPLE OF FEES.

Except as otherwise agreed, neither party’s total liability to the other party under these Terms or any Schedule (from all causes of action of any kind, including contract, tort or otherwise) will exceed an amount equal to twice the total amounts paid or payable by Sara Lee under these Terms or the Schedules taken as a whole.

18. INSURANCE.

18.1 General.

Supplier will procure and maintain in effect, at its own expense, insurance of the types and with respective limits of not less than the minimum amounts set forth in this Section, and will furnish Sara Lee with certificates of insurance issued by an insurance company acceptable to Sara Lee having an A.M. Best financial rating of “A” or better as evidence of the required insurance, naming Sara Lee as an additional insured where applicable. If Supplier fails to

maintain such insurance, the amount of the required insurance will be added to any limit on Supplier's liability.

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Motor Vehicle Liability (covering leased, owned and non-owned vehicles)	\$1,000,000 per occurrence for bodily injury and/or property damage
General Liability (including completed operations coverage, products liability coverage, broad form of property damage and blanket contractual liability coverage endorsed to cover Supplier's contractual liability assumed under these Terms)	\$1,000,000 of primary and/or umbrella/excess coverage per occurrence for bodily injury and/or property damage

18.2 Material Changes.

If there is a material change in or cancellation of the insurance required by these Terms or any Schedule, then Supplier will use commercially reasonable efforts to provide Sara Lee with at least 30 days prior written notice.

18.3 Property of Employees and Subcontractors.

Supplier will require all subcontractors and others performing any services at Sara Lee facilities to procure and maintain in effect the insurance required by these Terms or any Schedule. Supplier waives any and all rights of recovery it may have against Sara Lee for damage or destruction of property of Supplier or its employees. Supplier's policies insuring any such property will contain a waiver of subrogation clause or endorsement.

19. FORCE MAJEURE.

Neither party will be liable to the other party for any non-performance or delay in performance under these Terms or any Schedule (other than its payment obligations) caused solely by an event beyond the affected party's reasonable control, if the affected party (i) promptly notifies the other party of the event, (ii) provides the other party with a detailed description of the non-performance or delay that it will cause, and (iii) uses commercially reasonable efforts to perform despite such event.

20. ILLINOIS LAW.

20.1 Governing Law; Jurisdiction.

These Terms and every Schedule will be governed by and construed in accordance with the applicable laws of Illinois, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Terms or any Schedule must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or Federal courts located in the Northern District of Illinois, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the state and Federal courts located in the Northern District of Illinois, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

20.2 Waiver of Jury Trial.

Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to these purchase terms or any purchase order.

21. TERM AND TERMINATION.

21.1 Term.

Each Schedule will remain in full force and effect until terminated in accordance with these Terms.

21.2 Termination for Cause.

If Sara Lee fails to pay any material undisputed amount due pursuant to a Schedule and fails to cure such failure to pay within 30 days following written notice thereof from Supplier, Supplier may terminate the portion of such Schedule relating to such material undisputed amount. Sara Lee may terminate any Schedule for cause, in whole or

in part, as of the date specified in a termination notice, if Supplier materially breaches its obligations under these Terms or any Schedule and does not cure the material breach giving rise to the right to terminate within a reasonable period after receipt of such notice.

21.3 Termination for Convenience.

Sara Lee may terminate any Schedule for convenience, in whole or in part, at any time by giving Supplier at least 15 days' prior written notice of the termination date, in which case Sara Lee will reimburse Supplier for the actual, reasonable and demonstrable unrecoverable out-of-pocket costs incurred by Supplier to perform under the terminated Schedule (but not more than what Sara Lee would have paid absent the termination).

21.4 Termination for Financial Insecurity.

Sara Lee may terminate any Schedule, in whole or in part, as of the date specified in a termination notice if Supplier (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) recklessly or intentionally makes any material misstatement as to financial condition.

21.5 Amounts Payable.

Upon any termination, Sara Lee will only be liable to Supplier for a pro-rata portion of the amounts payable by Sara Lee until the effective date of termination for any Licensed Software or services and will receive a credit or refund of all amounts paid in advance therefore prior to of the effective date of termination.

21.6 Survival.

The provisions of these Terms and any Schedule that expressly or by their nature contemplate performance or observance after the Schedule terminates or expires will survive and continue in full force and effect.

22. GENERAL.

22.1 Order of Precedence.

The provisions of any Schedule and these Terms will be read, to the extent possible, to be consistent. If a provision in a Schedule directly conflicts with a provision in these Terms, the provision in these Terms will prevail unless either (i) the provision of the Schedule specifies characteristics, quantities, prices, delivery times or other similar commercial terms for goods, services, equipment, software and/or content to be provided under that Schedule, or (ii) the Schedule specifically states that the provision in the Schedule will prevail. If provisions in these Terms or a Schedule conflict, the provision most closely describing the type of transaction giving rise to the issue will prevail.

22.2 Assignment.

Neither party may assign any rights or delegate any obligations under these Terms or any Schedule without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed. However, Sara Lee may assign these Terms, any Schedule, or any of its rights hereunder or thereunder, in whole or in part, without Supplier's consent (i) to any existing or future Sara Lee entity, or (ii) in the case of a Sara Lee merger, acquisition, divestiture, consolidation or corporate reorganization (whether or not Sara Lee is the surviving entity).

22.3 Subcontractors.

Supplier will not subcontract any of its obligations without obtaining Sara Lee's prior written approval of that subcontractor. Notwithstanding any approval by Sara Lee, Supplier will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Terms or any Schedule.

22.4 Notices.

All notices must be in writing and will be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the applicable Schedule or by written notice.

22.5 Electronic Communication.

Electronic communications will be (i) considered "written" or "in writing" for purposes of these Purchase Terms, and neither party shall deny the legal effect, validity, or enforceability of a signature, contract or other document transmitted electronically, provided the information transmitted is in an agreed upon format under an agreed upon protocol, and (ii) treated as signed writings and original records. The previous sentence shall not apply where these Purchase Terms expressly require a manual signature or Sara Lee's or Supplier's written consent or agreement, in which case, the written consent or agreement must include a manual signature.

22.6 Independent Contractors.

The parties will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party.

22.7 Modification.

Any amendment, modification or change of these Terms or any Schedule will be valid only if it is in writing and manually signed by an authorized representative of the party to be bound. No provisions and conditions on proposals, quotations, invoices, order acknowledgements, sales confirmations, delivery receipts, packing slips or other documents received by Sara Lee from Supplier, in writing, electronically or otherwise, will have any force or effect between the parties, even if Sara Lee signs or accepts such documents.

22.8 Rights and Remedies Cumulative.

All rights and remedies provided for in these Terms will be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise. If a party has a choice of one action "or" another action, then the party may take both of those actions.

22.9 Severability.

If any provision of these Terms conflicts with the law under which these Terms are to be construed or is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law.

22.10 Third Party Beneficiaries.

Supplier acknowledges and agrees that, to the extent identified in the applicable Schedule, Sara Lee affiliates, customers, employees, suppliers, business partners and divested companies will be considered an intended third party beneficiary of these Terms and will be entitled to rely upon all rights, representations, warranties and covenants made by Supplier in these Terms to the same extent as if each of those third parties were Sara Lee hereunder. Otherwise, no third party will be deemed to be an intended or unintended third party beneficiary of these Terms.

22.11 Publicity.

Supplier will not, without Sara Lee's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Sara Lee in any sales, marketing or publicity activities or materials, or (ii) issue any public statement regarding its relationship with Sara Lee.

22.12 Waivers.

The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by a party to exercise any right or power under this Agreement will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and manually signed by the party waiving rights.

22.13 Entire Agreement.

These Terms and every Schedule collectively constitute the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter of these Terms and any Schedule, notwithstanding any oral representations or statements to the contrary heretofore made. Any Sara Lee rights not expressly granted herein are reserved by Sara Lee.