



NIQ CONNECT AI TERMS AND CONDITIONS

26 August 2026

1. STRUCTURE OF AGREEMENT; ORDER OF PRECEDENCE

1.1 SOW. These Terms and Conditions govern the Statement of Work for Connect AI Services. The SOW sets out the specific Services, deliverables, fees, and related details agreed by the Parties.

1.2 Order of Precedence. In the event of any conflict or inconsistency, the order of precedence shall be: (i) the SOW, (ii) these Terms and Conditions (iii) the MSA.

2. SERVICES AND COMPONENT BUNDLES

2.1 Services. NIQ will provide to Client one or more of the following services, as agreed and detailed in an SOW: (a) the FDE Services; (b) the Optiq Suite (comprising Optiq Chat, Optiq Mobile, and Optiq Bridge); (c) the Internal AI Inferencing Authorization, under which, subject to the license and use restrictions in these Terms and Conditions and the MSA, Client is authorized to use NIQ Information in enterprise-grade pretrained AI Tools, strictly for Client's own internal use and benefit, solely for Inferencing by its Authorized Users (which authorization supersedes any "GenAI Limited Authorization Exhibit" or equivalent authorization under the MSA); (d) the Semantic Layer; (e) Enrichment Services; and/or (f) Harmonization Services (collectively, the "**Services**").

2.2 Personnel. The FDE Services will be performed by NIQ personnel or contractors acting on NIQ's behalf. While on Client's premises or within Client's systems, NIQ personnel will comply with Client's reasonable on-premises and systems security practices and procedures, to the extent relevant to the Services and provided to NIQ in advance in writing ("**Client Policies**"). If NIQ objects to any Client Policy, it will notify Client, and NIQ personnel will not access the affected premises or systems until the objection is resolved. Client's sole remedy for NIQ personnel's failure to comply with Client Policies is to terminate the affected personnel's access to Client premises or systems. NIQ personnel will not be required to sign any access documentation as a condition of premises or systems access, and any such documentation signed will be void as against NIQ.

2.3 Non-Solicitation. During the Term of the SOW and for twelve (12) months thereafter, Client will not solicit for employment any NIQ employee who performed FDE Services under the SOW. General solicitations not targeted at NIQ employees are not a breach of this Section.

2.4 Subcontractors. NIQ may use Affiliates and subcontractors to perform the Services, provided NIQ remains responsible for their performance.

2.5 Subscription Prerequisite. The Services under this SOW are supplemental to the Services provided under Client's base subscription to NIQ Information services (Retail Measurement Services and/or Consumer Panel Services), and Client must maintain an active agreement for such underlying NIQ Information and related Technology services.

3. FEES, INVOICING, AND PAYMENT

3.1 Fees. Client will pay NIQ the Fees for the Services as detailed in the SOW (collectively, the "**Fees**"). Except as expressly stated, all Fees are non-refundable and non-cancellable.

3.2 Invoicing; Payment Terms. NIQ will invoice for the Services as detailed in the SOW. Client will pay undisputed invoiced amounts and taxes in accordance with the payment terms of the MSA.

3.3 Expenses. Client will reimburse NIQ for reasonable, pre-approved travel, lodging, and out-of-pocket expenses incurred in connection with the FDE Services, invoiced monthly at cost.

3.4 No Fee Dependency on Cooperation Failures. Failure by Client to provide Client Cooperation does not relieve Client of its obligation to pay Fees for Services performed or Milestones achieved, and Section 4.3 applies to schedule and cost impacts.

4. CLIENT COOPERATION AND DEPENDENCIES

4.1 Cooperation. NIQ's performance is conditioned on Client Cooperation, including any stage-by-stage inputs identified in the SOW (e.g. pertaining to data, access and environment, people, and approvals). Client will designate stakeholders as detailed in the SOW.

4.2 Client Systems. Client acknowledges that NIQ's ability to provide the Services may be dependent on NIQ having access to Client's systems and environments. Client is solely responsible for purchasing, licensing, operating, maintaining, and securing the Client systems and environments in which the Services are performed (including Client's designated cloud environment), and for obtaining all rights necessary to give NIQ and its personnel access to those systems to perform the Services. NIQ is not responsible for the operation, configuration, or security of Client systems, environments, or networks except to the extent expressly stated in the SOW.

4.3 Cooperation Failures. NIQ will not be liable for any deficiency or delay in performing the Services to the extent it results from Client's failure to provide Cooperation or from inaccurate or incomplete materials or requirements provided by Client. If Client fails to provide required Cooperation, NIQ will notify Client in writing (email sufficient) and Client will have thirty (30) days to provide it; NIQ is not obligated to continue the affected Services until it is provided, and the timeline and Milestones will be equitably extended. If the failure persists for sixty (60) days after notice, NIQ may terminate the SOW, retain all Fees paid, and invoice all Fees accrued for Services performed to date.

5. CHANGE ORDERS

5.1 Change Order Request. Either Party may request a change to the scope of the SOW by submitting a written Change Order Request describing the proposed change, its impact on the SOW, and any necessary adjustments to Fees or timeline, if known.

5.2 Change Order. Any changes are subject to a mutually agreed Change Order. The original SOW remains in effect and a formal Change Order must be executed by both Parties before either Party begins work on the requested change. However, if the receiving Party agrees (email suffices) that the request will not materially impact either Party's obligations or costs, the Parties may implement the change in the normal course without a formal Change Order. The Parties acknowledge a Change Order may affect project timelines, deliverables, costs, and resources.

6. INTELLECTUAL PROPERTY

6.1 NIQ Background IP. NIQ owns and retains all right, title, and interest in and to the Background IP (collectively, with the Foreground IP, the "**NIQ IP**"). NIQ's ownership of NIQ IP is not affected by the presence of Client Contributed Data processed in connection with the Services or any Output. To the extent NIQ incorporates Background IP into the Services or any configuration deployed in Client's environment, Client's rights in such Background IP are limited to the license granted in the SOW, solely as incorporated in the Services and solely as necessary for Client to receive and use the Services as permitted; Client will not use or exploit Background IP on a standalone basis or to develop modifications, improvements, derivative works, models, products, or services except as expressly permitted in the SOW.

6.2 Foreground IP. Notwithstanding anything to the contrary in these Terms and Conditions or any other agreement between the Parties, as between the Parties, NIQ owns and retains all right, title, and interest in and to the Foreground IP. To the extent any right, title, or interest in Foreground IP would otherwise vest in Client by operation of law or otherwise, Client hereby irrevocably assigns such right, title, and interest to NIQ. Client's rights in the Foreground IP are exclusively the license rights granted in the SOW. Nothing in these Terms and Conditions prevents NIQ from developing, deploying, or commercializing for itself or any third party any platform, service, model, or deliverable that is the same as or similar to the Services or any component of them, provided NIQ does not use or disclose Client Confidential Information, Client Contributed Data, or Client-Specific Custom Work in doing so.

6.3 Client-Specific Custom Work. “Client-Specific Custom Work” means, narrowly, those discrete configuration artifacts created under the SOW that (a) embody Client Confidential Information or Client Contributed Data, and (b) have no utility other than in connection with Client’s business, consisting solely of: (i) Client-specific taxonomy mappings and business-rule configurations that encode Client’s internal product hierarchies, portfolio planning structures, or stage-gate/governance logic; and (ii) dashboard and workflow configurations that encode Client’s internal decision processes. Upon acceptance of the final Milestone and NIQ’s receipt of payment in full of the Fees, NIQ hereby assigns to Client the intellectual property rights in the Client-Specific Custom Work. For the avoidance of doubt, Client-Specific Custom Work excludes, and no assignment applies to, any Background IP, Foreground IP, model (including architectures, weights, parameters, and embeddings), algorithm, source code, pipeline, methodology, the UIK and any harmonized keys or matched output structures, and any generalizable tooling or know-how, in each case even where reflected in or used to produce Client-Specific Custom Work.

6.4 Client Contributed Data. As between the Parties, Client owns all right, title, and interest, including all intellectual property rights, in and to Client Contributed Data. Client grants NIQ a non-exclusive, royalty-free, worldwide license to reproduce, process, and otherwise use Client Contributed Data solely to the extent necessary to perform the Services, respond to Client’s queries, and generate Output as contemplated by the SOW. NIQ will not use Client Contributed Data for the benefit of any other NIQ client and will treat Client Contributed Data as Client’s Confidential Information.

6.5 Output Rights. As between the Parties, and subject to these Terms and Conditions and the SOW: (a) NIQ retains all right, title, and interest in any NIQ IP included in, underlying, or reflected by any Output; (b) NIQ grants Client a license to use Output solely for Client’s internal business purposes during the applicable license term and in accordance with the use restrictions in these Terms and Conditions; and (c) Client acknowledges that Output generated using artificial intelligence may not be subject to copyright protection under applicable law and NIQ makes no representation regarding Client’s ability to obtain or enforce intellectual property rights in such Output. Output may only be used internally by Client and may not be disclosed to third parties or published externally, except for Derived Data disclosures expressly permitted under these Terms and Conditions. Client acknowledges that Outputs generated using NIQ Information may be similar or identical to outputs independently generated for other clients or users of the same or similar models, and NIQ has no liability for any such similarity.

6.6 Residuals. Notwithstanding anything to the contrary, NIQ and its Affiliates may use the general knowledge, skills, experience, ideas, concepts, techniques, and know-how retained in the unaided memories of NIQ personnel who performed the Services (“Residuals”) for any purpose, and NIQ is not obligated to restrict the assignment of its personnel or pay royalties for work resulting from Residuals. This Section does not grant NIQ a license under Client’s intellectual property rights and does not reduce NIQ’s obligation to refrain from disclosing Client’s Confidential Information.

6.7 Feedback. To the extent Client provides suggestions, enhancement requests, recommendations, or other feedback regarding the Services, or any NIQ service (“Feedback”), Client grants NIQ a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, incorporate, modify, and sublicense such Feedback without restriction or obligation to Client.

6.8 Usage Data. NIQ may collect and use Usage Data to develop, improve, support, and operate the Services and NIQ’s services generally. NIQ will not disclose Usage Data containing Client Confidential Information to any third party, except that NIQ may share Usage Data that has been aggregated and anonymized so that Client cannot be identified.

6.9 Reservation of Rights. Except as expressly provided in these Terms and Conditions, nothing grants, by implication, estoppel, or otherwise, any right or license in or to any NIQ IP, and all rights not expressly granted are reserved by NIQ.

7. PROHIBITED USES

7.1 Prohibited Uses. Client shall not, and shall not permit any third party to: (a) interfere with the integrity, operation, or performance of the Services or any NIQ system; (b) upload, transmit, or introduce any virus, malware, malicious code, or other harmful material into the Services or any NIQ system; (c) circumvent, disable, breach, or otherwise interfere with any security, access control, or authentication measure; (d) probe, scan, test, or assess the vulnerability of any NIQ system or network without NIQ’s prior written consent; (e) copy, modify, translate, reverse engineer, decompile, or disassemble NIQ IP, or attempt to derive the composition, benchmarks, norms, or underlying

methodologies; (f) use any NIQ IP, NIQ Information, References, or the Semantic Layer in any external-facing, customer-facing, or customer-accessible product or service; (g) use NIQ IP or Output in any manner that is detrimental to, competitive with, or intended to recreate, replace, or substitute NIQ's or any NIQ Affiliate's products, services, or offerings; (h) use NIQ IP or Output for the benefit of, or provision of services to, any third party; (i) make available, disclose, distribute, publish, sell, license, lease, sublicense, rent, assign, convey, or otherwise transfer NIQ IP or Output, in whole or in part, or derivatives thereof, externally or to any third party (including IT support service providers and staff augmentation personnel) without a separate written authorization from NIQ, except as expressly permitted under these Terms and Conditions; (j) use the Services in a manner that would cause them to be classified as a prohibited or high-risk AI system or otherwise impose material regulatory obligations on NIQ under applicable artificial intelligence laws or regulations; (k) use NIQ IP to identify, target, profile, re-identify, or make decisions about individuals where prohibited by these Terms and Conditions, applicable law, or data-specific restrictions; (l) remove, alter, or obscure any proprietary notices on or embedded within NIQ IP; or (m) use NIQ IP for any purpose beyond those expressly authorized in these Terms and Conditions or a written amendment executed by the Parties. All other uses not expressly permitted are prohibited.

7.2 Client Contributed Data Conditions. Client represents and warrants that it has full right and authority to provide the Client Contributed Data and is solely responsible and liable for it. Client Contributed Data: (i) must relate to Client's relationship with NIQ and its use of the Services; (ii) may not include cookies or other tracking software; (iii) may not breach any confidentiality obligation or infringe any third-party intellectual property right; (iv) may not violate applicable law; and (v) may not include sensitive personal data, regulated identifiers, or other information Client lacks the right to disclose. NIQ may audit Client Contributed Data for compliance and may remove or refuse to process Client Contributed Data NIQ reasonably deems inconsistent with the intended operation of the Services.

7.3 AI Training and Learning Restrictions.

- (c) **Training Prohibition.** Client shall not use any NIQ Information or Output to Train any Generative Model, whether owned or operated by Client, a Client Affiliate, or a third party. Client shall ensure that any Training, memory, or retention functionality of a Generative Model is disabled with respect to all NIQ Information and Output.
- (c) **Permitted Analytics and Model Fitting.** Client may use NIQ Information and Output as inputs to fit, estimate, calibrate, or parameterize Client's own internal analytical, statistical, or econometric models that are not Generative Models (including forecasting, trend analysis, business planning, Revenue Growth Management (RGM), Marketing Mix Modeling (MMM), and price-elasticity models), may generate coefficients, parameters, and scores from such models, and may create and maintain retrieval indexes and embeddings of NIQ Information solely for retrieval-augmented generation and semantic search, in each case: (i) solely for Client's own internal business decision-making; (ii) within a Processing Environment and, where applicable, a Data Warehouse that meet the requirements of Section 5; and (iii) provided that the resulting models, coefficients, parameters, indexes, and embeddings do not store, encode, or enable the reconstruction or extraction of NIQ Information in granular or identifiable form, and are not used in a manner that would remove Client's ongoing need to license the NIQ Information.
- (c) **Other Prohibited Uses.** The permissions in Section 4.2(b) do not limit this Section 4.2(c). Client shall not use any NIQ Information or Output to: (i) develop, build, train, or calibrate any model, algorithm, or tool, whether or not a Generative Model, that is intended to reconstruct, estimate, generate synthetic replacements for, or substantially substitute the NIQ Information, any NIQ underlying metric, market-intelligence feed, product, or service; or (ii) power any external, customer-facing, or commercial product, feature, or service, or any product, service, or model that is competitive with the offerings of NIQ or its affiliates.

7.4 Underlying License Controls. Client's use of Optiq and of NIQ Information in AI Tools must comply with these Terms and Conditions and the MSA, including any use restrictions applicable to the NIQ Information. Nothing in these Terms and Conditions expands Client's rights to NIQ Information beyond those expressly granted, including with respect to NIQ Information incorporated into Output. Client is responsible, at its own cost, for procuring and maintaining all required third-party environments and infrastructure necessary to operate or connect to Optiq.

8. SECURITY

8.1 Processing Environment. All NIQ Information processed in connection with the Services must be handled within a closed, private, enterprise-grade Processing Environment with commercial data protection engaged, configured to keep NIQ Information private at all times. Client shall not process NIQ Information using public, consumer, unmanaged, or non-authorized tools or services. The Processing Environment must prohibit any platform or service provider from

using NIQ Information for model training, fine-tuning, model improvement, analytics, benchmarking, human review, or any other cross-client or independent purpose.

8.2 Data Warehouse. If Client houses NIQ Information or References in any Data Warehouse for use with the Services, such Data Warehouse must: (i) reside on Client's servers behind Client's firewalls, or in a secure private virtual cloud instance hosted by a reputable IT support service provider on Client's behalf; (ii) be operated and maintained by Client and/or its IT support service provider; and (iii) not be publicly accessible, and must use appropriate safeguards including encryption in transit and at rest, role-based access controls, logging and monitoring, and controls designed to prevent unauthorized access, disclosure, extraction, commingling, reconstruction, or exfiltration of NIQ Information, including through AI systems, vector databases, embedding stores, sandboxes, test environments, plug-ins, agents, connectors, automations, or retrieval-augmented generation workflows.

8.3 Technical and Organizational Measures. Client shall implement and maintain appropriate technical and organizational measures to: (i) prevent NIQ Information from leaving the Processing Environment except as expressly permitted; (ii) ensure that Client's systems and service providers do not train any model on NIQ Information; and (iii) protect the confidentiality of, and NIQ's intellectual property rights in, NIQ Information. Such measures must address prompts, inputs, Outputs, embeddings, caches, logs, intermediate artifacts, API/MCP integrations, and AI-enabled retrieval workflows.

8.4 Security Standards; Access Controls. Client shall maintain administrative, physical, and technical safeguards designed to prevent unauthorized access to, or use or disclosure of, NIQ Information, reflecting at least the degree of care Client uses for its own similarly sensitive information and in no event less than a reasonable standard of care. Upon NIQ's reasonable request, Client shall provide evidence of security certifications (such as SOC 2 Type II or ISO 27001) for data centers housing NIQ Information, and relevant security documentation, audit reports, penetration-test summaries, AI security assessments, or equivalent documentation for systems used to process NIQ Information. Each Authorized User must use unique credentials; Client shall require multi-factor authentication where supported, least-privilege access, timely access removal, periodic access reviews, secure storage and rotation of API keys and secrets, and shall prohibit shared accounts. Client shall maintain controls reasonably designed to prevent prompt injection, indirect prompt injection, unauthorized retrieval, unauthorized tool use, excessive agency, system prompt disclosure, insecure output handling, and unauthorized disclosure of NIQ Information, and shall validate and monitor the AI configurations used to deliver the Services before production use and following material changes.

8.5 NIQ Security Commitments. NIQ shall maintain administrative, technical, and physical safeguards, consistent with NIQ's generally applicable security program, designed to protect the confidentiality, integrity, and availability of the NIQ systems and infrastructure through which NIQ Information is made available under these Terms and Conditions, including authentication, rate-limiting, and monitoring controls for API access. NIQ shall notify Client without undue delay after confirming a security incident affecting Client Contributed Data or Client's NIQ Information accessed through NIQ-controlled systems. This Section does not reduce Client's obligations with respect to Client-controlled environments, tools, providers, credentials, users, or inputs and Outputs. The Services are performed within Client's environment; as between the Parties, Client is responsible for the security of its environment from and after deployment, except to the extent an incident arises from NIQ's breach of these Terms and Conditions.

8.6 Security Breach. If either Party becomes aware of any unauthorized access to, use of, disclosure of, loss of, or compromise of the other Party's data in connection with these Terms and Conditions (a "**Security Breach**"), the affected Party must: (i) notify the other Party in writing without undue delay and in no event later than seventy-two (72) hours after confirmation, or sooner if required by law; (ii) promptly investigate, contain, remediate, and mitigate at its own expense; (iii) provide a detailed description as information becomes available; (iv) preserve relevant evidence, logs, prompts, Outputs, access records, and system records; and (v) coordinate with the other Party in advance of any external communication concerning the Security Breach, except to the extent prohibited by law or required by a regulator, court order, or law enforcement authority. Security Breaches affecting NIQ Information must be reported to NielsenSecurity@nielseniq.com.

8.7 Optiq Bridge, MCP, and API Security. Client shall use API access, Optiq Bridge, and the MCP Connector only through NIQ-approved authentication mechanisms and in accordance with NIQ's technical specifications, security requirements, rate limits, and usage restrictions, and shall maintain logging and monitoring reasonably sufficient to detect and investigate unauthorized or anomalous use.

9. CONFIDENTIALITY

The confidentiality provisions of the MSA govern Confidential Information disclosed under these Terms and Conditions.

10. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

10.1 Mutual. Each Party represents and warrants that it has the full right, power, and authority to enter into and perform these Terms and Conditions, and that its performance will comply with applicable law.

10.2 NIQ Performance Warranties. NIQ represents and warrants that: (a) as and when delivered, each Milestone deliverable will materially conform to the applicable Completion Requirements set forth in the SOW (as modified by any Change Order); (b) the FDE Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; and (c) NIQ has the right to grant the licenses granted under these Terms and Conditions. For breach of warranty (a) or (b), NIQ will, as NIQ's sole and exclusive obligation and Client's sole and exclusive remedy, choose to: (i) use commercially reasonable efforts to modify or correct the affected deliverable; (ii) re-perform the affected FDE Services; or (iii) refund the portion of the Fees attributable to the affected Milestone. The warranties in clauses (a) and (b) are limited to ninety (90) days after the applicable Milestone is accepted.

10.3 AI and Data Disclaimers. THE SERVICES UNDER THIS SOW INCORPORATE AND LEVERAGE THIRD-PARTY LARGE LANGUAGE MODELS AND GENERATIVE AI TECHNOLOGY. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, ALL OUTPUT, ALL AI-GENERATED CONTENT, AND ALL NIQ INFORMATION, REFERENCES, FORECASTS, ESTIMATES, AND BENCHMARKS ARE PROVIDED "AS IS" AND "AS AVAILABLE." NIQ DOES NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENCY, OR FITNESS FOR PURPOSE OF ANY OUTPUT, FORECAST, OR ESTIMATE. OUTPUTS AND FORECASTS ARE ESTIMATES BASED ON MODELS, ASSUMPTIONS, AND DATA INPUTS, DO NOT CONSTITUTE FINANCIAL, LEGAL, OR PROFESSIONAL ADVICE, MAY BE BASED IN PART ON THIRD-PARTY SOURCES OUTSIDE NIQ'S CONTROL, AND MAY CONTAIN ERRORS, INACCURACIES, HALLUCINATIONS, OR MISLEADING INFORMATION. CLIENT SHALL NOT RELY ON ANY OUTPUT AS A SOLE SOURCE OF TRUTH OR AS A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. NIQ WILL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ABUSE, MISUSE, ALTERATION, NEGLIGENCE, OR UNAUTHORIZED REPAIR, MODIFICATION, OR CONFIGURATION OF THE SERVICES, OR THE USE OR ATTEMPTED USE OF SOFTWARE, HARDWARE, DATA, OR OTHER MATERIALS NOT SUPPLIED BY NIQ.

10.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

11. INDEMNIFICATION

11.1 By NIQ. NIQ will defend, indemnify, and hold harmless Client and its officers, directors, and employees against liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third-party claim alleging that the Services (each as used in accordance with these Terms and Conditions) infringe or misappropriate any third-party intellectual property right, provided that this indemnity does not extend to any Output generated by or through an Authorized AI Platform or any AI Tool. NIQ's obligations also do not apply to the extent a claim arises from: (a) combination of the Services, NIQ Information, or Output with products, services, software, or data not provided by or on behalf of NIQ; (b) modification of the Services or any deliverable by anyone other than NIQ; (c) Client Contributed Data or other Client inputs; (d) Client's use in breach of these Terms and Conditions; or (e) an alleged trademark violation resulting from Client's use of Output in trade or commerce. If NIQ reasonably believes the Services or any component are likely to become the subject of an infringement claim, NIQ may, at its discretion and expense: (a) obtain for Client the right to continue use; (b) replace or modify the allegedly infringing component so it is non-infringing without material loss of functionality; or (c) if (a) and (b) are not commercially practicable, terminate the SOW on written notice and refund the amounts paid for the affected component that cannot be used and any prepaid, unused license fees. Client will promptly comply with NIQ's reasonable instructions to replace, modify, or cease use.

11.2 By Client. Client will defend, indemnify, and hold harmless NIQ and its Affiliates, and their respective officers, directors, employees, and agents, against liabilities, damages, and costs (including reasonable attorneys' fees) payable

to a third party arising out of a third-party claim relating to: (a) Client Contributed Data or other Client inputs; (b) Client's use of Output; (c) Client's use of the Services in breach of these Terms and Conditions, including the use restrictions in these Terms and Conditions; or (d) Client's violation of applicable law.

11.3 Application of MSA Indemnification Obligations. The foregoing indemnification obligations are supplementary to and do not abridge, negate, replace or otherwise amend the indemnification obligations in the MSA.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUSINESS DECISIONS MADE BY CLIENT IN RELIANCE ON OUTPUT, FORECASTS, OR ESTIMATES, AND THE RESULTS OF SUCH DECISIONS, ARE CLIENT'S SOLE RESPONSIBILITY.

12.2 Application of MSA Limitations. Unless otherwise agreed in these Terms and Conditions, the limitation of liability provisions set forth in the MSA shall apply to these Terms and Conditions.

13. TERM AND TERMINATION

13.1 Term. This SOW commences on the Effective Date and continues until the expiration or termination of the SOW (the "Term").

13.2 Termination for Cause. Either Party may terminate these Terms and Conditions or any affected SOW if the other Party materially breaches these Terms and Conditions and fails to cure within thirty (30) days after written notice specifying the breach, or if the other Party becomes the subject of bankruptcy, insolvency, or equivalent proceedings.

13.3 Deletion Obligations. Upon expiration or termination of the applicable data license or these Terms and Conditions, Client shall securely delete all affected NIQ Information and Output from all its systems, including any AI Tool, the Processing Environment, Data Warehouse, and backups, including any cached, indexed, or stored data, using industry-standard data sanitization methods, and shall provide written certification of deletion, signed by an authorized officer, to NIQ within thirty (30) days. If applicable law requires Client to retain any NIQ Information or Output, Client shall notify NIQ, retain only to the extent and for the duration required by law, and maintain such information in a secured, confidential manner.

13.4 Survival. Any provisions of these Terms and Conditions that by their nature are intended to survive expiration or termination shall survive, including but not limited to any obligations concerning confidentiality, liability, indemnification, use of NIQ services.

14. AUDIT RIGHTS

NIQ may, no more than once per calendar year (unless a prior audit revealed material non-compliance), audit Client's compliance with these Terms and Conditions, on reasonable notice, during normal business hours, and in a manner that does not unduly disrupt Client's operations. The audit may include reasonable review of relevant policies, procedures, security certifications, independent audit reports, AI security assessments, access-control evidence, data-flow documentation, provider attestations, logs, incident records, and remediation plans, subject to reasonable confidentiality and security restrictions. Client shall cooperate at no charge to NIQ and shall promptly remediate any material non-compliance identified. If Client is found materially non-compliant, NIQ may suspend or terminate the affected authorization or Services in accordance with Section 13.

15. COMPLIANCE WITH LAW

Each Party shall comply with all applicable laws, rules, and regulations in connection with its performance under these Terms and Conditions, including the EU AI Act (Regulation (EU) 2024/1689) and any other jurisdiction-specific AI legislation, applicable data protection laws, and export control and sanctions laws. Client shall promptly notify NIQ of any regulatory inquiry, investigation, or enforcement action relating to Client's use of NIQ Information in connection with the Services or any AI Tool.

16. USE OF NAME AND LOGO

In connection with Client's participation in NIQ's Connect AI Charter Program, Client agrees that NIQ may use Client's name and logo in a press release or similar external announcement regarding NIQ's Connect AI Program and/or the parties' relationship under the Agreement. At NIQ's request, Client shall provide an executive quote, its approved corporate boilerplate, and its logo. Client shall designate approval contact(s) and review and approve materials intended for publication in a timely manner.

17. GENERAL PROVISIONS

17.1 Independent Contractors; No Third-Party Beneficiaries. The Parties are independent contractors. These Terms and Conditions create no partnership, joint venture, agency, or employment relationship, and confers no rights on any third party.

17.2 Injunctive Relief. Client acknowledges that breach of this SOW may cause NIQ irreparable harm for which monetary damages are inadequate, and NIQ is entitled to seek injunctive relief without posting bond, in addition to other remedies.

17.3 Entire Agreement; Amendment; Waiver; Severability; Counterparts. The SOW and these Terms and Conditions, together with the MSA into which it is incorporated, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous discussions, proposals, and agreements relating to that subject matter. These Terms and Conditions does not supersede or modify the MSA, which continues to govern except to the extent these Terms and Conditions expressly modifies it with respect to the subject matter hereof, or any service agreements between the parties. Amendments must be in a writing signed by both Parties. Waivers must be express and in writing. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect. These Terms and Conditions may be executed in counterparts, including by electronic signature.

18. DEFINITIONS

Capitalized terms used in these Terms and Conditions have the meanings set forth in this Section or as defined elsewhere in these Terms and Conditions. Terms defined in a SOW apply to that SOW.

"AI Tool" means any tool that incorporates an artificial intelligence model, including large language models (LLMs), small language models (SLMs), and multimodal foundation models that generate new content based on input data and prompts, as well as classical machine learning, statistical models, decision trees, support vector machines, clustering models, or business analytics tools that perform classification, prediction, or optimization without generating novel content. Any reference to an AI Tool includes an Authorized AI Platform, but a reference to an Authorized AI Platform does not include AI Tools generally, and any reference to an AI Tool does not include Optiq.

"API Credentials" means all authentication keys, tokens, certificates, passwords, and related credentials issued by NIQ to Client to enable API access.

"Authorized AI Platform" means Microsoft Copilot, OpenAI ChatGPT, Google Gemini, Anthropic Claude, and/or another AI Tool subsequently approved in writing by NIQ for connection to Optiq Bridge.

"Authorized Users" means those employees of Client and its Affiliates, who are permitted to access and use Optiq and the NIQ Information.

"Background IP" means all work product, developments, software, tools, data, models, model architectures, weights, parameters, embeddings, algorithms, source code, pipelines, configurations, methodologies, techniques, know-how, inventions, works of authorship, technology, classifications, taxonomies, ontologies, contextual metadata, and other

materials and intellectual property that were conceived, created, developed, or acquired by or for NIQ prior to the Effective Date or independently of NIQ's performance under these Terms and Conditions, including derivative works, improvements, and modifications of any of the foregoing, and including but not limited to the Optiq Suite, the Harmonization Services, the Semantic Layer, and NIQ Information and References.

"Change Order" means a written change order executed by both Parties pursuant to Section 5.

"Client Contributed Data" means any data, content, or information that Client uploads, submits, or otherwise makes available to NIQ in connection with the Services under these Terms and Conditions, including Client financial data, portfolio and brand plans, product taxonomies, historical concept-test data, known launch outcomes, and natural language prompts or queries submitted by Authorized Users. Client Contributed Data does not include NIQ Information, References, Output, or any data derived from or based upon NIQ Information.

"Cooperation" means Client's timely provision of, and NIQ's timely access to, the Client Contributed Data, systems, environments (including Client's designated cloud environment and associated permissions), personnel (including the designated sponsor, subject matter experts, data owners, and technical/engineering resource), facilities, equipment, assistance, resources, instructions, information, approvals, and other resources described in the SOW or otherwise reasonably required for NIQ's performance.

"Client-Specific Custom Work" has the meaning set forth in Section 6.3.

"Completion Requirements" means, for each Milestone, the sole and complete requirements that the Milestone or deliverable must meet before acceptance, as set forth in the SOW.

"Data Warehouse" means any data lake, mass repository, relational data warehouse, vector database, embedding store, retrieval index, or similar data storage or retrieval environment used by or on behalf of Client to house, reference, retrieve, or process NIQ Information in connection with the Services.

"Derived Data" means any data, information, or content developed, formulated, or aggregated by Client based on the References and NIQ Information provided by NIQ under these Terms and Conditions.

"Enrichment Services" means the addition of confidence-scored, provenance-tagged attributes to an item or item key, beyond the baseline attributes included in licensed NIQ Information. Enriched attributes are sourced from NIQ's authoritative reference backbone and may be augmented through NIQ proprietary data sources and analytics models, including Connected Content and Consumer Insights. Each enriched attribute may include source information and a relevance confidence score, making the attribute machine-legible and suitable for use as an AI input. Enrichment Services may be provided at the item level (e.g., on-pack claims, ingredients, certifications, usage occasions) or at a higher level of aggregation and are distinct from baseline attributes included in standard licensed NIQ Information.

"FDE Services" means the forward deployed engineering services described in the SOW, consisting of the configuration, integration, tuning, testing, deployment, and enablement of NIQ's Optiq Suite, Semantic Layer, Optiq Bridge/MCP connection, Enrichment Services, Harmonization Services, and other NIQ components and services, and the development of associated workflows and configurations, within Client's environment in accordance with the specifications agreed with Client, performed by NIQ personnel or contractors acting on NIQ's behalf.

"Foreground IP" means all intellectual property conceived, created, or developed by or on behalf of NIQ in the course of performing the FDE Services or otherwise under these Terms and Conditions, including FDE deliverables, AI models, model architectures, weights, parameters, embeddings, algorithms, source code, tooling, pipelines, configurations, methodologies, techniques, know-how, and all derivatives, improvements, and modifications thereof, but excluding (a) Client Contributed Data, (b) Client Confidential Information, and (c) Client-Specific Custom Work.

"Generative Model" means any large language model (LLM), small language model (SLM), foundation model, generative artificial intelligence model, or substantially similar general-purpose machine learning model that is designed to generate content, responses, outputs, or synthetic data based on patterns learned from training data or prompt inputs. Generative Models do not include statistical, econometric, forecasting, optimization, classification, regression, revenue growth management (RGM), marketing mix modeling (MMM), pricing, recommendation, analytical, or other business decision-support models that are used solely to analyze data, estimate relationships, generate predictions, or support internal business decision-making and are not designed for general-purpose content generation.

"Harmonization Services" means NIQ services that resolve inconsistencies and variances across multiple data dimensions, including product identifiers, time periods, geographies, measurement units, and volume or value metrics, so that disparate data sources can be understood, analyzed, and used as a unified data set. For product dimension harmonization specifically, NIQ resolves Client or third-party item identifiers (including UPC, EAN, GTIN, PLU codes, free-text descriptions, internal SKUs, or similar product identifiers) against NIQ's global reference item universe and may assign a persistent, globally unique NIQ Universal Item Key ("UIK") to each resolved item. Harmonization Services may also include the alignment of other data dimensions, such as time periods (e.g., weekly vs. monthly vs. quarterly data), geographies (e.g., different market structures or regional labeling conventions), and measurement formats (e.g., unit counts vs. weight vs. revenue), enabling Client to view multiple data sources as a single, coherent data set. For product identifiers, Harmonization Services may include deterministic and probabilistic matching, including NLP-, image-, and embedding-based matching; one-to-many association and hierarchy mapping for variants; and ongoing key maintenance across identifier changes, such as UPC reassignment. The resulting output is a common structure that allows Client, third-party, and NIQ data to be integrated and analyzed together across the harmonized dimensions. In practical terms, Harmonization Services translate and align data sets so they speak the same language, identifying when the same product, time period, or market appears differently across systems and mapping those differences to a common reference. For the avoidance of doubt, Harmonization Services are distinct, separately purchased services from baseline NIQ Information subscriptions.

"Inferencing" means the process of using a pre-trained AI Tool where the AI Tool applies its learned parameters to generate outputs (such as predictions, summaries, recommendations, analyses, translations, or other content) in response to new data, inputs, and/or prompts. Inferencing includes prompt engineering, retrieval augmented generation (RAG), semantic search, retrieval, indexing, and embeddings used solely for retrieval, but does not include Training.

"Milestone" means a milestone identified in the SOW.

"NIQ Information" means the data, reports, analyses, and other information made available by NIQ to Client under the MSA or these Terms and Conditions, including any Retail Measurement or Consumer Panel Data licensed under the MSA. Where an existing agreement between the Parties defines "Information," the Parties intend the terms to be read consistently.

"Optiq Bridge" (MCP Connector) means NIQ's branded implementation of a Model Context Protocol (MCP) server enabling Authorized AI Platforms to connect to Optiq and to submit prompts or queries to, and receive Output from, Optiq programmatically via API access. Optiq Bridge provides query-based access to NIQ Information available to Client through Optiq and does not grant access to any NIQ system, data store, credential, or functionality beyond that available through the standard Optiq interface.

"Optiq Suite" or **"Optiq"** includes "Optiq Chat," "Optiq Mobile," and "Optiq Bridge" and means NIQ's proprietary, artificial intelligence-enabled conversational tool within NIQ's Discover Platform (accessible through desktop, mobile, or MCP server, respectively) that allows Authorized Users to interact with certain NIQ Information licensed to Client using natural language queries, and to request and receive informational responses, summaries, explanations, and high-level insights based on such NIQ Information for Client's internal business purposes.

"Output" means any content, data, analysis, insight, recommendation, summary, interpretation, or other output generated by or through Optiq or an AI Tool.

"Processing Environment" means the closed, private, enterprise-grade environment in which the Services operate and in which Client is permitted to store, process, retrieve, analyze, and use NIQ Information.

"Reference Data" or **"References"** means NIQ's reference data assets described in the SOW, including product reference attributes and associated metadata, whether delivered integrally with other NIQ Information or on a disaggregated basis.

"Semantic Layer" means the data model, ontology, and query-translation logic maintained by NIQ that maps natural language queries to the underlying NIQ Information and References, so that queries are interpreted and answered consistently regardless of the interface used to submit them. The Semantic Layer constitutes NIQ Technology, and Client's rights with respect to it are limited to the query and retrieval functionality it enables for Client's Authorized Users, subject to the restrictions in these Terms and Conditions.

"SOW" has the meaning set forth in Section 1.

“Training” or **“Train”** means adjusting the internal weights or embeddings of a model in response to data, so that the model retains or generalizes the information as part of its own internal knowledge, even when it no longer has access to the data used to train it. Training includes pre-training, finetuning, domain adaptation, distillation and reinforcement of a model, or any other process that alters the model’s weights.

"Usage Data" means information reflecting Client’s access to, interaction with, or use of the Services, including frequency, duration, volume, features, functions, session, click-through or click-stream data, usage metrics, performance data, and statistical or other analysis, information, or data based on or derived from the foregoing.