NIQ

# SERVICE-SPECIFIC TERMS
# NIQ AI ENABLE

## 01 November 2026

These Service-Specific Terms are incorporated by reference into the local service agreement, statement of work or other ordering document under which Client purchases the AI Enable Services (each, an "**Order Form**"). "**NIQ**" and "**Client**" mean the parties identified in the applicable Order Form. These Service-Specific Terms supplement and form part of the Order Form. References to the Order Form include any terms incorporated into it. Capitalized terms not defined here have the meanings set out in the Order Form. In the event of a conflict, the following order of precedence applies for the Services: (i) the express terms of the Order Form; (ii) these Service-Specific Terms; and (iii) other terms incorporated into the Order Form, unless the Order Form expressly provides otherwise.

**1. Definitions.**

**"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.

**"Authorized AI Platform"** means Microsoft Copilot, OpenAI ChatGPT, Google Gemini, Anthropic Claude, or any other AI Tool approved in writing by NIQ for connection to Optiq Bridge.

**"Authorized Third Parties"** means IT Support Service Providers**,** Staff Augmentation Personnel and other third parties providing services to or on behalf of Client, who are bound by a data sharing agreement with NIQ (or its equivalent) authorizing access to NIQ Information and References. Access to NIQ Information and References through Optiq shall be limited to the specific NIQ Information and References that such Authorized Third Parties are permitted to access under, and in accordance with, their applicable data sharing agreement with NIQ, and Optiq shall not be used to grant any broader access rights.

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

**"Client Contributed Data"** means data, content or information provided by or on behalf of Client in connection with the Services, including prompts and queries, but excluding NIQ Information, Output and data derived from NIQ Information.

"**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.

**"Inferencing"** means the use of a pre-trained AI Tool to generate outputs, including predictions, summaries, recommendations, analyses, translations or other content, in response to new data, inputs 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.

**"Optiq Suite" or "Optiq"** means NIQ's AI-enabled conversational service, including Optiq Chat, Optiq Mobile and Optiq Bridge, through which Authorized Users may interact with licensed NIQ Information. Optiq Bridge is NIQ's Model Context Protocol (MCP) connector that enables Authorized AI Platforms to submit queries to and receive Output from Optiq programmatically, without providing access beyond that available through Optiq.

**"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, including any data warehouse, repository or retrieval environment, in which the Services operate or NIQ Information is stored, processed, retrieved, analyzed or used.

**"Training" or "Train"** means adjusting a model's internal weights or embeddings in response to data so that the model retains or generalizes the information as part of its internal knowledge after it no longer has access to the data. Training includes pre-training, fine-tuning, domain adaptation, distillation, reinforcement, and any other process that alters a 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.

**2. Services and License Grant.**

2.1 **Services.** NIQ grants Client a limited, non-transferable, non-sublicensable and non-exclusive license for the term of the Order Form to access and use the Services identified in an Order Form, in accordance with the Order Form and these Service-Specific Terms. Services include: (a) Optiq Suite, comprising Optiq Chat, Optiq Mobile and Optiq Bridge; (b) an internal AI authorization permitting Client to use NIQ Information identified in the Order Form in enterprise-grade, pre-trained AI Tools solely for Inferencing by Authorized Users for Client's internal use and benefit (collectively, the "**Services**").

2.2 The AI Enable rights granted under this Order Form are supplemental to, and not a substitute for, Client's underlying subscription to the applicable NIQ Information and NIQ technology. Client must maintain a valid subscription to such NIQ Information and NIQ technology throughout the Term as a condition to using the AI Enable Services. If Client's rights to access or use the applicable NIQ Information or NIQ technology expire or terminate, the corresponding rights granted under this Order Form and the Service-Specific Terms shall automatically terminate unless otherwise agreed by NIQ in writing.

**3. Intellectual Property.**

3.1 **NIQ IP.** NIQ owns all right, title and interest in the Services, including all Information, Technology, References and underlying data, models, methodologies, processes, algorithms, know-how and materials, together with anything developed by or on behalf of NIQ in

connection with the Services and any derivatives or modifications thereof (collectively, "**NIQ IP**"). NIQ IP excludes Client Contributed Data and Client's Confidential Information. To the extent any right in NIQ IP would otherwise vest in Client, Client hereby assigns that right to NIQ. NIQ may collect and use Usage Data to develop, improve, support and operate the Services and NIQ's services generally.

3.2 **Client Contributed Data.** Client retains all rights in Client Contributed Data and grants NIQ a worldwide, royalty-free license to use it as necessary to provide the Services. Client represents that it has the right to provide such data and that the data does not contain tracking technologies, restricted sensitive data, or material that violates applicable law, third-party rights or confidentiality obligations. NIQ will treat Client Contributed Data as Client's Confidential Information, will not use it for the benefit of other clients, and may refuse to process or remove any non-compliant data.

3.3 **Output Rights.** NIQ retains all rights in NIQ IP contained in or underlying any Output. Client may use Output solely for its internal business purposes in accordance with the Order Form and the Service-Specific Terms. Client acknowledges that AI-generated Output may not be entitled to copyright protection under applicable law, and may be similar or identical to output independently generated for other clients. NIQ has no liability for any such similarity.

**4. Permitted and Prohibited Uses.**

4.1 **Permitted Uses.** Client may use NIQ Information and Output for its internal business decision-making to operate and calibrate analytical, statistical, and econometric models that are not Generative Models, including forecasting, RGM, and MMM models, and to create retrieval indexes and embeddings solely for retrieval-augmented generation and semantic search. Such use must occur within a Processing Environment and must not enable NIQ Information to be reconstructed or extracted in granular or identifiable form, or remove Client's ongoing need to license the NIQ Information.

4.2 **Prohibited Uses.** Client shall not, and shall not permit any third party to:

a. disclose, distribute, publish, sell, license, provide, or otherwise make available any Output to any third party if such Output contains, reflects, reveals, incorporates, reproduces, substitutes for, or could reasonably be used to derive or reconstruct NIQ Information.
b. use the Services, NIQ IP, NIQ Information, or Output in any external-facing, customer-facing, or customer-accessible product or service, for the benefit of any third party, or disclose or transfer the Services or their derivatives to any third party, except Authorized Third Parties;
c. use Services, NIQ IP, NIQ Information, or Output in a manner detrimental to or competitive with NIQ, or to recreate, replace or substitute any NIQ Retail Measurement Service, Consumer Panel Service, or e-commerce Service, including by using Services to develop, Train, or calibrate any model, algorithm, or tool, or to generate synthetic replacements;
d. use NIQ Information or Output to Train any Generative Model. Client must disable all Training, memory, and retention functionality for NIQ Information and Output;
e. use the Services in a manner that would constitute a prohibited or high-risk AI system (as defined under applicable law) or impose material regulatory obligations on NIQ; or
f. use NIQ IP to identify, target, profile, re-identify, or make decisions about individuals contrary to the Order Form and these Service-Specific Terms, applicable law, or applicable data restrictions.

All uses of NIQ IP not expressly permitted are prohibited.

**5. Security.** All NIQ Information processed in connection with the Services must be handled within a closed, private, enterprise-grade Processing Environment with commercial data protection controls enabled and configured to keep NIQ Information private. Client shall not process NIQ Information using public, consumer, unmanaged, or unauthorized 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. Client shall maintain reasonable controls to protect NIQ Information against unauthorized access, retrieval, use, or disclosure through AI systems, including prompt-based attacks and unauthorized tool or agent activity. Client shall test and monitor relevant AI configurations before production use and following material changes. Any security breach affecting NIQ Information must be reported to NielsenSecurity@nielseniq.com. 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.

**6. Disclaimer.** THE SERVICES USE THIRD-PARTY LARGE LANGUAGE MODELS AND GENERATIVE AI TECHNOLOGY. ALL OUTPUT, AI-GENERATED CONTENT, FORECASTS, ESTIMATES, AND BENCHMARKS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY AS TO ACCURACY, COMPLETENESS, RELIABILITY, CURRENCY, OR FITNESS FOR PURPOSE. THEY MAY RELY ON THIRD-PARTY SOURCES AND CONTAIN ERRORS, INACCURACIES, OR HALLUCINATIONS. CLIENT SHALL NOT RELY ON THEM AS A SOLE SOURCE OF TRUTH OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. NIQ WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM MISUSE OR UNAUTHORIZED MODIFICATION OR CONFIGURATION OF THE SERVICES, OR FROM MATERIALS NOT SUPPLIED BY NIQ. BUSINESS DECISIONS MADE BY CLIENT IN RELIANCE ON OUTPUT, FORECASTS, OR ESTIMATES, AND THE RESULTS OF SUCH DECISIONS, ARE CLIENT'S SOLE RESPONSIBILITY.

**7. Indemnification.**

7.1 **By NIQ.** Any intellectual property infringement indemnity under the Order Form applies to the Services, but does not extend to Output generated by or through an Authorized AI Platform or other AI Tool. NIQ's obligations will not apply to the extent a claim arises from: (a) combining the Services, NIQ Information, or Output with items not provided by NIQ; (b) modifications made by anyone other than NIQ; (c) Client Contributed Data or other Client inputs; (d) Client's breach of the Order Form or these Service-Specific Terms; or (e) Client's use of Output as a trademark or in trade or commerce.

7.2 **By Client.** Client will indemnify and hold harmless NIQ and its Affiliates against third-party claims arising from Client Contributed Data, other Client inputs, or Client's use of Output.

**8. Effect of Expiration or Termination.** Upon expiration or termination of the applicable Order Form, Client shall cease all use of the Services and, except to the extent expressly permitted under the Order Form, delete or destroy all NIQ Information and Output

containing, reflecting, revealing, or incorporating NIQ Information. Any provisions that by their nature should survive, shall survive expiration or termination.

9. **Relationship to Terms.** These Service-Specific Terms apply only to the Services described herein and do not amend or otherwise affect any other services provided under the Order Form. The governing law and dispute resolution provisions of the Order Form apply to these Service-Specific Terms.