**License Agreement (“LA”)**

**(Subscription)**

This LA together with the [T&CLicenseAgreement (31May2023)](https://nielseniq.com/global/en/legal/license-agreement-terms-and-conditions-31-may-2023/) (“T&Cs”) which are incorporated herein by reference (together, the “Agreement”) is entered into as of the Initial Term Start Date set forth below between Client and “NielsenIQ” or “NIQ” (each as set forth below). NIQ and Client may also be referred to individually as “Party”, or collectively as “Parties”. The Parties agree to be bound by and comply with the terms of this Agreement.

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| --- |
| Client entity under this Agreement: [INSERT HERE]  Client address under this Agreement [INSERT HERE]  As of Initial Term Start Date only; Invoice Recipient: [INSERT HERE]  VAT Number: [enter if applicable] |
| NIQ entity under this Agreement:  [Insert NIQ legal entity drop down]  NIQ address under this Agreement [INSERT HERE]  VAT Number: [enter if applicable] |

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| Initial Term Start Date Click or tap to enter a date. | Initial Term End Date:Click or tap to enter a date. |
| Territory/Country: [INSERT NAME HERE] | |

1. **Term and Termination.**

The “Initial Term” of this Agreement commences on the Initial Term Start Date. Each 12 consecutive-month period is a “Contract Year” beginning on the Initial Term Start Date.

**Fixed term:** This Agreement will automatically terminate on the Initial Term End Date specified above, unless terminated earlier in accordance with the provisions specified in this Agreement.

The **NIQ Information Services or Emerging Brands service package** included in this Agreement are specific for small and medium sized businesses.  In the event the Client's controlling entity changes, meaning, if acquired by a company that falls outside the Emerging Brands service package structure, this Agreement will terminate effective 1 month after notice of such acquisition is effective.   At which time, NIQ shall work with the Client and submit a proposed replacement servicing model of comparable services, and the parties may negotiate a new agreement, as applicable.

1. **Services.** The Services licensed under this Agreement, listed below and detailed in the Exhibits attached hereto and made a part hereof; and for use by Client in the Territory/Country specified above. The Services specified herein are included in the Charges below.

Access to Services Exhibit

Data Warehouse Exhibit

Servicing Model Exhibit

Data Services - Retailer Measurement Services Exhibit

Data Services - Consumer Panel Exhibit

1. **Charges, Invoicing and Increases.**

Total Net Per Year Charge of each Contract Year, Annual Charges are invoiced at the beginning of that Contract Year.

Total Net Per Year Charge of each Contract Year, Semi Annual Charges are divided by two (2) equal parts and is invoiced at the beginning of each six-month period.

Total Net Per Year Charge of each Contract Year, Quarterly Charges are divided by four (4) equal parts and is invoiced at the beginning of each quarter.

Total Net Per Year Charge of each Contract Year, Monthly Charges are divided by twelve (12) equal parts and is invoiced at the beginning of each month.

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| **Start Date** | **End Date** | **Service** | **Category** | **Retailer** | **Total Net Charge per CY (“Annual Charges” or “Charges”)+ Currency** | **Billing Frequency: at start of each** | **Billing Start Date** | **Comments** |
|  |  |  |  |  |  |  |  |  |
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**TOTAL EUR xxx,xxx.xx**

Charges are exclusive of (and Client is responsible for) all applicable taxes, including value-added, consumption, goods and services, gross receipts, excise, sales, use and similar taxes due with respect to the Services.

* 1. **Increases.**

During the Initial Term, Charges specified above are subject to a cost-of-living increase (“COLA Increase”) on each [month day] ("COLA Increase Date") calculated based on the year over year in the [PRIMARY INDEX NAME] published by [PRIMARY INDEX PUBLISHED BY] available at [PRIMARY INDEX ACCESSED AT].  The data used will be the most recent data published six (6) months prior to the COLA Increase Date. If the COLA Increase is negative or zero, Charges will not change.

Notices of the COLA Increases may be in the form of an invoice or other notification sent via email or regular mail. Increases under this section are in addition to any increases due under the “Changes to Services” section of the T&C.

Separately, the Client understands that Key Account Data (“KAD”) charges are subject to annual increases dependent on rate card changes driven by the retailers. NIQ shall implement such increases on each anniversary of the Agreement Start Date in accordance with the “Changes to Services” section of the T&C.

* 1. **Benefits** 
     1. **Discounts Applied.** The above Charges are inclusive of all discounts, including the following:
        1. **Discount for Duration Commitment.** Charges reflect a \_\_% discount for commitment to the Initial Term.
        2. [describe any other applied discounts (if any) including any obligations to refund].

1. **Special Provisions, General.**
   1. **Travel.** Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the Services provided under this Agreement.
   2. **[**insert local legal provisions – DELETE if none]
   3. **[**insert local legal provisions– DELETE if none]
2. **Prior Agreements.** This Agreement supersedes all previous agreements between the parties with respect to its subject matter. In particular: [INSERT HERE].
3. **Governing Law.**

This Agreement and the parties' respective rights and duties shall be interpreted and governed in accordance with the laws of Insert NIQ Gov Law drop down.

1. In the event this Agreement has been executed by NIQ prior to submission to Client for execution, no changes to this Agreement are deemed to be accepted by NIQ (even if Client is receiving Services in anticipation thereof); and in such case, this Agreement shall not be valid until a fully-executed copy is received by NIQ. This Agreement may be signed in counterparts, which together will constitute a single agreement. The parties expressly accept that electronic signatures of this Agreement as recognised under applicable law will be deemed original signatures and will have the same validity and effect. If the dates of the signatures below are later than the Initial Term Start Date, this Agreement shall commence and shall have been deemed to have commenced, on the Initial Term Start Date.

By signing below, each party agrees that its authorized representative has accepted the terms and conditions set forth herein.

ACCEPTED AND AGREED TO:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Client entity under this Agreement: [INSERT HERE] | | | [Insert NIQ legal entity drop down] | |
| By: |  |  | By: |  |
| Print Name: |  |  | Print Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

NIQ Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MSD Opportunity #

**Access to Services Exhibit**

**(Information Services)**

**Connect**

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| Services |
| **Connect**  Base Package (data services available as listed in Retail Measurement Services and Consumer Panel Services Exhibits)   * Business Intelligence Applications [aka Discover] (“BI Tool”) unlimited users * Standard/Advanced Licenses up to XX users with up to 10 million data points per user per month. * “Enhanced User Bundle” including Bulk Search and Null Value Toggle |
| **Excel Add In** – (data services available as listed in Retail Measurement Services and Consumer Panel Services Exhibits)   * + Deluxe up to XX users with up to 50 million data points per user per month.   + Premium, Licenses up to XX users with up to 100 million data points per user per month.   + Power Licenses up to XX users with up to 500 million data points per user per month. |
| **Data Delivery Manager**  Up to XXX million [XXX billion, XXX trillion] datapoints per Contract Year  For the Data Scope Specification in Retail Measurement Services Exhibits   * Client accesses: MFT or Cloud to Cloud or Snowflake, via Connect Self Service (when available) and/or NIQ Managed   **Standard Package**   * Markets/Stores:   + no market/store aggregations   + up to 200 markets   + no limit on number of stores * Products:   + up to 12 hierarchy levels in total * Facts: Light Facts Only * Periods: no aggregated periods   **Premium Package**   * Markets/Stores:   + market aggregations included   + 201 up to 400 markets even if no aggregation   + no limit on number of stores * Products:   + 13 up to 30 hierarchy levels in total in any single extract   + no more than 12 levels in any single hierarchy * Facts: Light and Medium Facts Only * Periods: aggregated periods included   **Custom Package**   * Markets/Stores:   + 401 or more markets even if no aggregation   + no limit on number of markets   + no limit on number of stores * Products:   + 30 or more hierarchy levels in any single extract included * Facts: Light, Medium, and approved Heavy Facts * Period: aggregated periods included |
| **Emerging Brand Package (RMS)**  **Starter Report Building**   * SMB Report Templates * Up to 5 KPI’s/ Widgets (by user) * 1 Alert to KPI (by user) * Up to 4 Cards per report * Up to 120 Report Runs * Up to 5 Scheduled Reports * Business Drivers   **Essentials Report Building**   * SMB Report Templates * Up to 10 KPI’s/ Widgets (by user) * Up to 2 Alerts to KPI (by user) * Up to 4 Cards per report * Up to 250 Report Runs * Up to 10 Scheduled Reports * Business Drivers   **Advanced Report Building**   * SMB Report Templates * Up to 20 KPI’s/ Widgets (by user) * Up to 5 Alerts to KPI (by user) * Up to 4 Cards per report * Personal Characteristics / Sum Or * Up to 550 Report Runs * Up to 15 Scheduled Reports * Business Drivers |
| **Homescan / Omnishopper (CPS)**  **XXX Report Building** |
| **Enrichment Studio** (XXX fill in basic relevant information) |
| **Connect Portal**  Enterprise-wide license for log in to access web-based services. Client will provide a list of emails to NIQ for access. Once the request is submitted, access will be granted within 1-2 weeks. |
| **Data Factory (COMING SOON)** |
| **Configuration Manager**   * Up to XXX (XXX)five (5) Configuration Manager Syndicated/Custom Characteristics; dataset/dataview (Database Name); name of dataset/dataview (Category) * One (1) Bulk Upload Configuration Manager Syndicated Characteristics; (Intl Small/Medium/Large Category List) * up to XXX Drill Path(s) (all Client contracted databases) |

**Activate**

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| Services |
| **Activate (Base/Core)** - Synchronous Data Exchange Portal; certain data can be uploaded or downloaded (this includes, but not limited to: Shopper ID and Shopper Insight (download from Segment)  Enterprise-wide or XXX license(s) for log in to access web-based services.  Insight Module (up to ten (10) Reports LIST OR DON”T LIST)   * Sales Performance * Sales Performance Trend * Sales Drivers * Sales Drivers Trend * Loyalty Behavior * Loyalty Behavior Trend * Category Share Report * Purchase Combination Analysis * Brand and Category Affinity * Brand and Product Rank   These processes run immediately and complete synchronously in the user session, reporting success or failure. For downloads, the file becomes available as a downloaded file in the browser. |

**Other Access of Services**

|  |  |  |
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| **Platform**  [pick one or more and include information below: examples include FTP, or other method] | **Number of Users** | **Additional Information** |
| Spaceman | See “copies” noted in Spaceman Exhibit |  |
| AWS S3 (Financial Services) |  |  |
| SFTP |  |  |
| FTP | Unlimited | Users must be employees of Client, third parties not allowed except for IT Support Providers or Staff Augmentation Personnel as authorized by NIQ |

**Service Specific Terms for Access to Services**

1. **“Technology”** means NIQ systems, tools, and functionality such as, among others, platforms, web portals and software accessed/used by Client or otherwise provided by NIQ in connection with the Services, including updates and new versions provided by NIQ.
2. Client shall have access through NIQ Technology provided Client continues to license NIQ products and services. In the event Client no longer licenses NIQ products and services, the NIQ Technology will be terminated.
3. Should Client provide NIQ with any Feedback or Usage Information, NIQ shall be permitted to use, practice, modify and incorporate any such Feedback and Usage Information in development and provision of NIQ Services. Any and all Feedback and Usage Information provided by Client shall be deemed Confidential Information and property of NIQ solely to the extent such Feedback and Usage Information relates to NIQ’s Services, exclusive of any Confidential Information of Client. The provision of Feedback and/or Usage Information by Client shall not grant Client any ownership interest in any portion of the Services or any improvements or enhancements thereto. For the purposes of this Agreement, “**Feedback**” means any and all comments and/or feedback, including but not limited to any ideas, suggestions, improvements, comments, bug or error reports and other feedback that may be provided by Client to NIQ with regard to the Services or their use thereof. “**Usage Information**” means any and all data, comments and/or feedback with respect to how Client interacts with the Services, including but not limited to, any information about Client’s experience with the Services.
4. In addition to the Restrictions set forth in the Agreement, Client shall not: (i) copy the Services or any of the underlying Technology, other than into computer memory or hard drives for backup purposes, provided that Client reproduces on such backup copy all proprietary rights notices which appear on the original copy provided by NIQ; (ii) disclose, distribute, or otherwise transfer or make available the Service to any third party (unless otherwise expressly approved pursuant to separate license or agreement between NIQ and such third party); (iii) reverse engineer, decompile, disassemble or decode any portion of the Service; (iv) distribute, market, license or sell any derivative work based upon the Service; and/or (v) use the Service to access any data or material other than expressly in accordance with the Service specifically provided to Client under this Agreement (vi) Client shall not use the Services or Information in conjunction with any machine learning models not provided by NIQ such as neural networks, deep learning or other artificial intelligence computer or software program provided by a third party (“third party AI System”) unless such use is for Client’s internal use (i.e. demand planning) and then only if Client ensures that the third party AI System protects the confidentiality of the NIQ Services and NIQ Information and cannot be used to train and/or improve the third party AI System.  For any other use case, Client will provide, in writing, specifications of intended use cases to NIQ for its review and consideration and Client shall only be permitted such use with written approval by NIQ to Client, which may be in the form of an amendment to this section of the MSA, or, if relevant, the LA or a Datawarehouse License; and/or (vii) use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology to systematically access, acquire, copy, download, extract or monitor any portion of the Services or Information.
5. **Client Data.**If Client provides NIQ with any Client or third-party data, content, specifications, instructions, information, access codes or other materials (“Client Data”), or uploads, posts, incorporates or otherwise uses Client Data in the Services, such Client Data shall remain the property of Client or such third party. Client warrants that (a) it has full right and authority to provide NIQ with any Client Data to be used in connection with this Agreement; (b) in no event shall Client Data contain any personal data; (c) Client’s use of the Services, including any Client Data will be free of any viruses, harmful routines or hardware components, malware, tracking software, cookies or any software routines or hardware components that will allow unauthorized access or disable or erase software, hardware or data; and (d) it shall not upload or post any information or other material that (i) is unrelated to Client’s business (personal postings are not permitted); and (ii) violates applicable laws, third party confidentiality or proprietary rights, privacy rights or policies, or any contractual rights, including the terms of this Agreement ; (iii) is regulated or otherwise subject to laws, regulations or rules of any applicable government or any authority, department or agency thereof; or (iv) is interactive or includes cookies or other tracking software. NIQ may remove Client Data from the Services that, in NIQ’s sole discretion, may be illegal or subject NIQ or others to liability. Client shall indemnify, defend and hold NIQ harmless from and against all claims, damages, loss or expenses (including attorneys’ fees) arising from Client’s breach of the foregoing warranties and Client’s uploading, posting, incorporation or use of the Client Data in the Services. NIQ is not responsible or liable for the accuracy, reliability, completeness, timeliness, or suitability of the Client Data for processing with any Services or for the purposes of Client, and has no responsibility to Client for the Client Data quality issues or late delivery thereof.  No additional terms or additional requirements, including payment of fees are required or imposed on NIQ in its use of the Client Data. NIQ shall use Client Data in accordance with this Agreement. Upon termination of this Agreement, Client is solely responsible for removing Client Data that Client has stored/maintained in the Services, within no later than ten (10) days from any such termination; except that NIQ may retain copies for archival purposes only.

**Additional Service Specific Terms for Technology – Excel Add In**

* + - 1. Excel Add In Base and Advance/Standard licenses will be included at no charge. Deluxe, Premium and Power licenses will be charged an annual fee for usage up to the allotted data points based on the tier licensed. Charges will not vary based on actual datapoints consumed.   Each named license will have usage capped at the designated monthly data points.  If incremental data points are required, user can be moved to a higher tier, with associated incremental charges.

**Additional Service Specific Terms for Technology – Configuration Manager**

In the event the Client is licensing Configuration Manager (‘CM”), Syndicated Total Store (“TSR”), and Custom databases, the following Exchange of Services restrictions applies to the Configuration Manager Services as follows:

1. As long as the Client license CM and being used with TSR, Client cannot use Exchange of Services to remove an entire custom database and retain CM being used with TSR.
2. The client can exchange an entire custom database if they are also exchanging CM being used with TSR or if Client is exchanging both the custom database and the TSR.
3. If they execute an exchange as described in “b”, and then later want to add back TSR or Custom database, those solutions will be repriced.

**Service Specific Provisions Data Delivery Manager Historical Processing**

* 1. NIQ extracts may periodically require re-processing. The scenarios requiring re-processing and their impact are as follows:  ​

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1. Extracts to support planned data changes such as market events or Universe Updates. These recurring changes are accounted for in the data point capacity estimation, and will count against the data point cap​

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1. Extracts to support client change requests: These client-initiated changes will be assessed by NIQ to determine if processing history is required. Where necessary, history will be reprocessed, and will count against the client data point cap​

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1. Extracts to support NIQ Quality Escapes: These unplanned issues will be assessed by NIQ to determine impact to client extracts. Where necessary, history will be reprocessed, and will not count against the data point cap​

**Service Specific Provisions Data Delivery Manager NIQ Managed**

Data Delivery Manager (“DDM”) extract servicing for NIQ Managed extracts. Upon implementation of an NIQ managed extract, Client shall be entitled to reasonable extract specification changes on an on-going basis throughout the Contract Year. DDM extract servicing is defined as changing (adding, deleting or modifying) the dimension selections (markets/stores, products, periods, facts) or the delivery specifications (scheduling, data model, delivery options, etc.)​

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* 1. For initial delivery of new extracts, sample files will be provided for feedback/changes and sign-off. Once signed-off, history will be delivered, where appropriate.​

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* 1. DDM extract servicing requests must be submitted via the current change request form, with timing expectations for completion set by the extract team after assessing size/complexity of the change request. ​
  2. Extract changes requiring history to be processed should be consolidated as much as possible to ensure necessary datapoint capacity​.

**Data Warehouse Exhibit**

**Service Specific Terms**

* + - 1. Notwithstanding anything to the contrary in the Agreement, Client may incorporate, store and/or otherwise use the Information and References in a relational data warehouse containing various data designed for ongoing query and reporting (”Data Warehouse”) solely in connection with Client’s permitted use of the Services pursuant to the Agreement. The Data Warehouse shall reside on servers and behind firewall(s) of Client or Client’s IT Support Service Provider (as that term is defined in the Agreement) and/or maintained on a secured private virtual cloud instance hosted on behalf of Client by Client’s IT Support Service Provider, and in each case that otherwise meets the requirements of this Exhibit. Any such IT Support Service Provider must be an industry accepted provider of such services and confirmed by NIQ as not requiring retailer approvals for cloud storage. IT personnel of either Client and/or its IT Support Service Provider, as applicable, shall operate and maintain the Data Warehouse.
      2. Except as otherwise expressly set forth in the Agreement or otherwise agreed by NIQ in writing, Client shall not : (a) enrich third-party datasets with Information or References; (b) merge, link or harmonize Information or References with third-party retail, market or consumer measurement data; (c) warehouse non-US key account or store level data; (d) develop or enhance a reference library or substitute service for any NIQ service; (e) use Information or References in any client external facing or third-party application or product; (f) use the Services or Information in conjunction with any machine learning, neural network, deep learning, predictive analytics or other artificial intelligence computer or software program; (g) conduct any other use detrimental to or competitive with NIQ and its affiliates’ businesses, products or services; and/or (h) disclose or provide access to the Information or References to any other third party.
      3. Client and its IT Support Service Provider shall (i) implement and maintain administrative, physical and technical safeguards that are designed to protect against any unauthorized collection, use or disclosure of, or access to the Information and References in compliance with this Agreement and all applicable data protection and data security laws, rules and regulations; and (ii) exercise at least the same degree of care to safeguard the Information and References as Client would exercise to protect its own property of a similar nature. All data centers where Information and References reside shall have SSAE18 SOC2, ISO27001 or another equivalent industry standard information security certification, and copies of the audit report summaries shall be made available to NIQ upon request. Client’s agreement with its IT Support Service Provider (including for cloud hosting) shall include, at a minimum, industry standard provisions for the security and confidentiality of all information covered by this Data Warehouse license. Any IT Support Service Provider’s services shall be limited solely to storage, hosting, and infrastructure on behalf of Client, and not for the purposes of data viewing, data manipulation or the provision of analytic or other purpose without first entering into a separate written agreement with NIQ, of which NIQ may consent or deny.
      4. Client will notify NIQ in writing promptly (and in any event within two (2) business days or sooner if required by applicable law) after becoming aware of any unauthorized access, use or disclosure of the Information and/or References (“Security Breach”). Client agrees to (i) take immediate action, at its own expense, to investigate the Security Breach; (ii) identify and mitigate the effects of, and carry out any recovery or other action necessary to remedy the Security Breach; and (iii) provide NIQ with a detailed description of the Security Breach and any other information that may be reasonably requested concerning the details of the breach as soon as the information becomes available. The content of any communications, notices, press releases, or reports related to any Security Breach must first be approved by NIQ prior to any publication or public communication thereof to any third party. Security Breaches are to be reported to: [Cybersecurity.Notifications@smb.nielseniq.com](mailto:Cybersecurity.Notifications@smb.nielseniq.com). NIQ reserves the right to terminate this Data Warehouse License in the event of a confirmed Security Breach, as determined by NIQ.
      5. NIQ shall have the right, at its sole expense, to audit Client’s use and security of the Information and References to verify Client’s compliance with this Exhibit. Any such audit shall be conducted upon reasonable notice, during business hours, and in a manner that is not disruptive to Client’s business. In no event shall Client be obligated to disclose to NIQ any information or materials that Client is bound to maintain as confidential pursuant to Client’s obligations to any third party. NIQ reserves the right to take such action as it deems appropriate including, without limitation, suspension or termination of this Data Warehouse license, if the Client is not in compliance with the terms of this Exhibit.
      6. Upon expiration or termination of the earlier of this Data Warehouse license, the Agreement or the applicable Services, Client shall securely delete all such Information and References residing in the Data Warehouse(s)/databases, transaction logs, exported files, backup copies and other media and provide written certification of destruction to NIQ upon completion.
      7. Client shall not use the Services or Information in conjunction with any machine learning models not provided by NIQ such as neural networks, deep learning or other artificial intelligence computer or software program provided by a third party (“third party AI System”) unless such use is for Client’s internal use (i.e. demand planning) and then only if Client ensures that the third party AI System protects the confidentiality of the NIQ Services and NIQ Information and cannot be used to train and/or improve the third party AI System.  For any other use case, Client will provide, in writing, specifications of intended use cases to NIQ for its review and consideration and Client shall only be permitted such use with written approval by NIQ to Client, which may be in the form of an amendment to this section of the MSA, or, if relevant, the LA or a Datawarehouse License.

**MANUFACTURER**

**Servicing Model Exhibit**

**(Information Services)**

The Service Model includes up to XXX Service Model Units per Contract Year (“Service Model Units” or “Units”) . Units are subject to change if contract values change during the contract term. Units are defined as a measure of service that can be used across a variety of different service offerings i.e. Industry Insights, Business Intelligence, and Learning and Development*.*

* **Include for Standard**
* Up to 15% of annual Service Model Units may be utilized per month, or up to 30% of annual Service Model Units quarterly.

* **If getting less than 100 units for ongoing support:**
* Client may use up to 60% of annual Service Model units in either the first or last 6 months of the calendar year.

* **If getting a finite number of incremental credits to be delivered on a specific project:**
* All commercial offerings related to the Service Model Units licensed under this Agreement will be delivered to Client by the end of (Month/Year) subject to Client’s provision of a detailed request to NIQ and NIQ’s available capacity.

All Units must be ordered, by submission of a detailed request to NIQIQ, two (2) weeks prior to the end of the relevant Contract Year. NIQ will deliver the associated Service based on available capacity.

Any Units not ordered and Service(s) not delivered before the end of such Contract Year shall be deemed waived and forfeited, and will not be converted into cash, credit, rebate, or other type of refund.

The unit value for each service is outlined in the table below. Up to 30% of annual Service Model Units may be utilized on Business Intelligence offerings and up to 5% of annual Service Model Units may be used on Learning and Development offerings, with the remaining 65% of Service Units to be used on Industry Insights. The Service Unit allocation will be aligned upon at the start of each year, and for cases where service model units are part of the overall subscription fee, they may be remixed on an annual basis across the forementioned servicing offerings by up to 10% with a minimum of 3 month notice prior to implementation.

The unit value for each service is outlined in the table below with XX units available for Industry Insights, XX for Business Intelligence, and XX for Training

Client may elect to terminate an ongoing reporting deliverable, (for example, Discover Add In or Configured Discover) by providing no less than thirty (30) days prior written notice during the applicable contract year of delivery. NIQ will credit back units to Client as follows: (i) if less than fifty percent (50%) of the deliverables have been provided as of the termination effective date, twenty-five percent (25%) of the initial units will be credited back to Client for its allocation against other Business Intelligence offerings; (ii) if more than fifty percent (50%) of deliverables have been provided, no units will be credited back to Client.

Client may elect to terminate an Industry Insights-Business Issue request. NIQ will credit back units to Client as follows: (i) if NIQ has been notified within 2 business days of initial request and scope definition one hundred percent(100%) of those units will be credited back to client; (ii) if project is terminated more than two(2) weeks prior to agreed upon delivery date fifty percent(50%) of units will be credited back to client;(iii) if project is cancelled less than two(2) weeks prior to agreed upon delivery date, no units will be credited back.

Service Model Units licensed as Incremental servicing, may only be utilized for the intended service offering licensed (BI, Training, II-User to customize for client and incremental units**). If a client would like to modify the allocation of units across offerings, a three-month notice period is required and NIQ resource confirmation must be provided along with a contract amendment**.

Any modification of the allocation of units across offerings requires a three-month notice period and NIQ resource confirmation will be indicated in the associated amendment to the LA.

All Service Units must be used within the Contract Year and within the respective country of the LA or equivalent.

Client will have access to NIQ technology, virtual multi-client training and support services. Client may elect to license, at an additional charge, incremental servicing for Business Intelligence, Industry Insight and/or Learning and Development needs to be pursuant to an amendment to this LA.

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| --- | --- | --- |
| **Service** | **Operational Definition** | **Units per Service** |
| Industry Insights: Business Issue Analysis (BIA) Standard | Definition: A deep dive presentation into one customer business question such as Performance/Category Overview, Pricing, Distribution/Assortment, Promotion, Product Management, or Targeting/Segmentation.  **Simple Standard BIA**-Utilization of NIQ Best In Class standard including <=1 data source, <=1 brand, <=1 market, and <=1 segments or subcategories.  **Medium Standard BIA**- Utilization of NIQ Best In Class standard including <=2 data sources, <=4 brands, <=1 market, and <=2 segments or subcategories.  **Complex Standard BIA**- Utilization of NIQ Best In Class standard including <=3 data sources, <=4 brands, <=5 markets, and <=3 segments or subcategories. | 10  20  30 |
| Industry Insights: Business Issue Analysis (BIA) Custom | Definition: A deep dive presentation into one customer business question such as Performance/Category Overview, Pricing, Distribution/Assortment, Promotion, Product Management, or Targeting/Segmentation.  **Simple Customization**-Utilization of NIQ Best In Class standard including <=4 custom parameter segmentations, 1 Product list, and <= 20% customized content. Pending level of complexity of BIA.  **Medium Customization**- Utilization of NIQ Best In Class standard including <=8 custom parameter segmentations, 1 Product list, and <=40% customized content. Pending level of complexity of BIA.  **Complex Customization**- Utilization of NIQ Best In Class standard including <=12 custom parameter segmentations, 2 Product list, and <=60% customized content. Pending level of complexity of BIA. | Up to 30  Up to 40  Up to 50 |
| Industry Insights: Strategic Workshop | **Definition:** Face to Face workshops to solve various business questions that have a high strategic impact and require a 360° view of the market, followed by an execution led discussion on alignment between client and NIQ. Sources may include NIQ data licensed, analytics licensed, and thought leadership.  Requires agreement on approach and recommendations between NIQ and client, and **will be in addition to the delivery of the business issue content from a Unit perspective and timing.** | +20 |
| Industry Insights: Consultancy-NIQ Business and Relationship Consultant | **Definition:** Access to an NIQ consultant that has deep industry knowledge that can collaborate on business issues, answer key NIQ solution questions, and help you to navigate optimizing your NIQ offerings. This support will consist of up to 6 meetings annually for a maximum of 30 minutes a session to answer some of your key NIQ relationship and analysis questions. | 5 |
| Learning and Development: Client Specific Discover Training | **Definition:** Tool Training, for one training session delivered by NIQ to one customer for up to 25 of their users utilizing their specific database, categories, and their preferred data selections in the Connect Platform. Training sessions range in duration, and will be delivered **virtually and in English(local language where available).**  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 5  9 |
| Learning and Development: Data Analytic Training | **Definition: D**ata Analytic training for one training session delivered by NIQ to one customer for up to 20 of their users. Training sessions range in duration, and will be delivered **virtually and in English(local language where available).**  Classes of this type are based on understanding and interpretation of our facts used in analyzing marketplace performance including but not limited to ONE of the below topics:  -Promotions  -Distribution  -Price.  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 7  11 |
| Learning and Development: Analytic Skills  Training | **Definition:** Analytic skills training for one training session delivered by NIQ to one customer for up to 20 of their users. Training sessions range in duration, and will be delivered **virtually and in English(local language where available).**  Classes of this type are based on methodology and frameworks for creating an effective analysis including but not limited to Analytic Process.  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 8  12 |
| Business Intelligence: Consultation BI Service | **Definition:** Access to BI SME consulting client on reporting needs, NIQ tool capabilities, what can be done in the Connect platform as standard (self-serve) and what can be done in incremental offering. | 3 |
| Business Intelligence: Discover BI Service | **Definition:** Support to create online Connect reports using features native to the Connect platform. Reports can be built from table builder standalone based on the client requirement. These are reports that could be created by the client in Connect (self-serve), and the client is requesting NIQ to create them.  The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery. Example content for each tier is below:  **Simple Build A Table**-Utilization of NIQ Best In Class standard including 1 data set, <= 5 visuals(tables), <=10 product selection groups. No advanced data selector options(Sum, Personal characteristics, customer expression, market difference, share to base, ranking, etc). Access to simple conditional formatting (Connect platform default).  **Medium Build a table** All content included in simple but with increases to <= 5 datasets, <= 5 visuals(tables and/or charts), and <=50 product group selection groups. Limited advanced data selector options available (up to 20 sums, market difference, share to base, ranking, custom expression). Access to medium conditional formatting (connect platform default +customized client facts formatting, customized client color formatting, except in charts: client defined specific conditional format rules such as price segment)  **Complex Build a Table**- All content included in Simple and Medium but with increases to <=20 visuals(tables and/or charts) and <=100 product group selection groups. Personal characteristics available. Access to medium conditional formatting (connect platform default +customized client facts formatting, customized client color formatting, except in charts: client defined specific conditional format rules such as price segment)  **If above is exceeded it will need to be split or priced as 2 or more reports** | 5  8  15 |
| Business Intelligence: Discover BI Change Request Service | **Definition:** Optional NIQ maintenance of tables – limited to minor changes as requested by client per current business as usual support. (limited to 4 changes per year) If more support time is needed then multiple purchases will need to be made to cover estimated workload or the request reviewed to see if a new set up Is a more appropriate offering  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually** | 6  9  5  5 |
| Business Intelligence: Discover Add In BI Service | **Definition:** Standardized Excel templates with a wide range of visualization and layout coverage. Excel data is sourced using Connect XLA data selector and layouts are designed in a way that allows  automated refresh.  The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery. Example content for each tier is below:    **Simple Add In BI**- Report contains  <= 5 visuals(tables and/or charts), 1 data set, and <= 50 product selection groups.  Limited advanced data selector options available (up to 20 sums, market difference, share to base, ranking, custom expression). Access to simple conditional formatting (connect platform / excel default).  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **Medium Add In BI** All content included in simple but increases to <=5 data sets.  Access to medium conditional formatting (connect platform / excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **Complex Add In BI** - All content included in simple and medium but increases to  <= 20 visuals(tables and/or charts) and <= 100 product selection groups.  Access to medium conditional formatting (connect platform / excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **If above is exceeded it will need to be split or priced as 2 or more reports** | 7  10  6  6               11  16  10  9                19  28  17  15 |
| Business Intelligence:  Configured Discover Add In BI Service | **Definition:** NIQ to design and build client BI in Excel using the Connect Platform XLA or other Connect platform data sources. This is a tailored offering with NIQ owning the core data creation and delivery. Output to client is in Excel only. The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery.  **Simple Configured BI**- 1 datasets, <= 5 visuals (tables and / or charts), <= 50 product group selections. Limited advanced data selector options available(<=20 sums, market difference, share to base, ranking, custom expression). Access to medium conditional formatting (connect platform/ excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **Medium Configured BI**- All content included in simple but with increases to <= 5 datasets, <= 20 visuals(tables and/or charts).  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **Complex Configured BI**- All content included in medium but with increases to <=20 datasets, <=50 visuals(tables and/or charts), and <=100 product group selection groups. Personal characteristics available.  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **If above is exceeded it will need to be split or priced as 2 or more reports** | 12  18  11  10  24  36  22  19  45  68  41  36 |

**RETAILER**

**Servicing Model Exhibit**

**(Information Services)**

The Service Model includes up to XXX Service Model Units per Contract Year (“Service Model Units” or “Units”). Units are subject to change if contract values change during the contract term. Units are defined as a measure of service that can be used across a variety of different service offerings i.e. Industry Insights, Business Intelligence, and Learning and Development or outlined below.

* **Include for Standard**
* Up to 15% of annual Service Model Units may be utilized per month, or up to 30% of annual Service Model Units quarterly.

* **If getting less than 100 units for ongoing support:**
* Client may use up to 60% of annual Service Model units in either the first or last 6 months of the calendar year.

* **If getting a finite number of incremental credits to be delivered on a specific project:**
* All commercial offerings related to the Service Model Units licensed under this Agreement will be delivered to Client by the end of (Month/Year) subject to Client’s provision of a detailed request to NIQ and NIQ’s available capacity.

All Units must be ordered, by submission of a detailed request to NIQ, two (2) weeks prior to the end of the relevant Contract Year. NIQ will deliver the associated Service based on available capacity.

Any Units not ordered and Service(s) not delivered before the end of such Contract Year shall be deemed waived and forfeited, and will not be converted into cash, credit, rebate, or other type of refund**.**

The unit value for each service is outlined in the table below. Up to 30% of annual Service Model Units may be utilized on Business Intelligence Discover BI Service offering and up to 5% of annual Service Model Units may be used on Learning and Development offerings (Client Specific Discover training and Analytic skills training), with the remaining 65% of Service Units to be used on Industry Insights. Any other Business Intelligence offering or advanced training would be incremental and pay in cash. The Service Unit allocation will be aligned upon at the start of each year.

The unit value for each service is outlined in the table below with XX units available for Industry Insights, XX for Business Intelligence, and XX for Training

Client may elect to terminate an ongoing reporting deliverable, (for example, Discover Add In or Configured Discover) by providing no less than thirty (30) days prior written notice during the applicable contract year of delivery. NIQ will credit back units to Client as follows: (i) if less than fifty percent (50%) of the deliverables have been provided as of the termination effective date, twenty-five percent (25%) of the initial units will be credited back to Client for its allocation against other Business Intelligence offerings; (ii) if more than fifty percent (50%) of deliverables have been provided, no units will be credited back to Client.

Client may elect to terminate an Industry Insights- Business Issue request. NIQ will credit back units to Client as follows: (i) if NIQ has been notified within 2 business days of initial request and scope definition one hundred percent(100%) of those units will be credited back to client; (ii) if project is terminated more than two(2) weeks prior to agreed upon delivery date fifty percent(50%) of units will be credited back to client;(iii) if project is cancelled less than two(2) weeks prior to agreed upon delivery date, no units will be credited back.

Service Model Units licensed as Incremental servicing, may only be utilized for the intended service offering licensed (BI, Training, II-User to customize for client and incremental units**). If a client would like to modify the allocation of units across offerings, a three-month notice period is required and NIQ resource confirmation must be provided along with a contract amendment**.

Any modification of the allocation of units across offerings requires a three-month notice period and NIQ resource confirmation will be indicated in the associated amendment to the LA.

All Service Units must be used within the Contract Year and within the respective country of the LA or equivalent.

|  |  |  |
| --- | --- | --- |
| **Service** | **Operational Definition** | **Units per Service** |
| Industry Insights: Business Issue Analysis (BIA) Standard | Definition: A deep dive presentation into one customer business question such as Performance/Category Overview, Pricing, Distribution/Assortment, Promotion, Product Management, Growth Opportunities, or Targeting/Segmentation.  **Simple Standard BIA**-Utilization of NIQ Best In Class standard including <=1 data source and <=5 comparison market.  **Medium Standard BIA**- Utilization of NIQ Best In Class standard including <=2 data sources and <=10 comparison market.  **Complex Standard BIA**- Utilization of NIQ Best In Class standard including <=3 data sources and <=20 comparison market. | 10  20  30 |
| Industry Insights: Business Issue Analysis (BIA) Custom | Definition: A deep dive presentation into one customer business question such as Performance/Category Overview, Pricing, Distribution/Assortment, Promotion, Product Management, growth Opportunities, or Targeting/Segmentation.  **Simple Customization**-Utilization of NIQ Best In Class standard including <=4 custom parameter segmentations, 1 Product list, and <= 20% customized content. Pending level of complexity of BIA.  **Medium Customization**- Utilization of NIQ Best In Class standard including <=8 custom parameter segmentations, 1 Product list, and <=40% customized content. Pending level of complexity of BIA.  **Complex Customization**- Utilization of NIQ Best In Class standard including <=12 custom parameter segmentations, 2 Product list, and <=60% customized content. Pending level of complexity of BIA. | Up to 30  Up to 40  Up to 50 |
| Industry Insights: Strategic Workshop | **Definition:** Face to Face workshops to solve various business questions that have a high strategic impact and require a 360° view of the market, followed by an execution led discussion on alignment between client and NIQ. Sources may include NIQ data licensed, analytics licensed, and thought leadership.  Requires agreement on approach and recommendations between NIQ and client, and **will be in addition to the delivery of the business issue content from a Unit perspective and timing.**  **Simple Workshop:** Utilizes up to 1 licensed NIQ data source  **Medium Workshop:** Utilizes up to 2 licensed NIQ data source  **Complex Workshop:** Utilizes up to 3 licensed NIQ data source | 15  30  45 |
| Industry Insights: Custom Thought Leadership | **Definition:** An NIQ best in class Thought Leadership presentation that will drive insight within the broader Retail marketplace, and includes customization of customers market and category(s) as required. | 15 |
| Learning and Development: Client Specific Discover Training | **Definition:** Tool Training, for one training session delivered by NIQ to one customer for up to 25 of their users utilizing their specific database, categories, and their preferred data selections in the Connect Platform. Training sessions range in duration, and will be delivered **virtually and in English (local language where available).**  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 5  9 |
| Learning and Development: Data Analytic Training | **Definition: D**ata Analytic training for one training session delivered by NIQ to one customer for up to 20 of their users. Training sessions range in duration, and will be delivered **virtually and in English (local language where available).**  Classes of this type are based on understanding and interpretation of our facts used in analyzing marketplace performance including but not limited to ONE of the below topics:  -Promotions  -Distribution  -Price.  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 7  11 |
| Learning and Development: Analytic Skills  Training | **Definition:** Analytic skills training for one training session delivered by NIQ to one customer for up to 20 of their users. Training sessions range in duration, and will be delivered **virtually and in English (local language where available).**  Classes of this type are based on methodology and frameworks for creating an effective analysis including but not limited to Analytic Process.  **In person training** option-Client is responsible for all pre-approved travel and related expenses incurred by NIQ in connection with the services provided under this Agreement. | 8  12 |
| Business Intelligence: Consultation BI Service | **Definition:** Access to BI SME consulting client on reporting needs, NIQ tool capabilities, what can be done in the Connect platform as standard (self-serve) and what can be done in incremental offering. | 3 |
| Business Intelligence: Discover BI Service | **Definition:** Support to create online Connect reports using features native to the Connect platform. Reports can be built from table builder standalone based on the client requirement. These are reports that could be created by the client in Connect (self-serve), and the client is requesting NIQ to create them.  The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery. Example content for each tier is below:  **Simple Build A Table**-Utilization of NIQ Best In Class standard including 1 data set, <= 5 visuals(tables), <=10 product selection groups. No advanced data selector options(Sum, Personal characteristics, customer expression, market difference, share to base, ranking, etc). Access to simple conditional formatting (Connect platform default).  **Medium Build a table** All content included in simple but with increases to <= 5 datasets, <= 5 visuals(tables and/or charts), and <=50 product group selection groups. Limited advanced data selector options available (up to 20 sums, market difference, share to base, ranking, custom expression). Access to medium conditional formatting (connect platform default +customized client facts formatting, customized client color formatting, except in charts: client defined specific conditional format rules such as price segment)  **Complex Build a Table**- All content included in Simple and Medium but with increases to <=20 visuals(tables and/or charts) and <=100 product group selection groups. Personal characteristics available. Access to medium conditional formatting (connect platform default +customized client facts formatting, customized client color formatting, except in charts: client defined specific conditional format rules such as price segment)  **If above is exceeded it will need to be split or priced as 2 or more reports** | 5  8  15 |
| Business Intelligence: Discover BI Change Request Service | **Definition:** Optional NIQ maintenance of tables – limited to minor changes as requested by client per current business as usual support. (limited to 4 changes per year) If more support time is needed then multiple purchases will need to be made to cover estimated workload or the request reviewed to see if a new set up Is a more appropriate offering  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually** | 6  9  5  5 |
| Business Intelligence: Discover Add In BI Service | **Definition:** Standardized Excel templates with a wide range of visualization and layout coverage. Excel data is sourced using Connect XLA data selector and layouts are designed in a way that allows  automated refresh.  The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery. Example content for each tier is below:    **Simple Add In BI**- Report contains  <= 5 visuals(tables and/or charts), 1 data set, and <= 50 product selection groups.  Limited advanced data selector options available (up to 20 sums, market difference, share to base, ranking, custom expression). Access to simple conditional formatting (connect platform / excel default).  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **Medium Add In BI** All content included in simple but increases to <=5 data sets.  Access to medium conditional formatting (connect platform / excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **Complex Add In BI** - All content included in simple and medium but increases to  <= 20 visuals(tables and/or charts) and <= 100 product selection groups.  Access to medium conditional formatting (connect platform / excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**    **If above is exceeded it will need to be split or priced as 2 or more reports** | 7  10  6  6               11  16  10  9                19  28  17  15 |
| Business Intelligence:  Configured Discover Add In BI Service | **Definition:** NIQ to design and build client BI in Excel using the Connect Platform XLA or other Connect platform data sources. This is a tailored offering with NIQ owning the core data creation and delivery. Output to client is in Excel only. The complexity of a BI delivery will be based on the sum of the inputs going into it as they will have a multiplying effect on the size of the delivery.  **Simple Configured BI**- 1 datasets, <= 5 visuals (tables and / or charts), <= 50 product group selections. Limited advanced data selector options available(<=20 sums, market difference, share to base, ranking, custom expression). Access to medium conditional formatting (connect platform/ excel default +customized client facts formatting, customized client color formatting, except in charts, client defined specific conditional format rules such as price segment)  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **Medium Configured BI**- All content included in simple but with increases to <= 5 datasets, <= 20 visuals(tables and/or charts).  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **Complex Configured BI**- All content included in medium but with increases to <=20 datasets, <=50 visuals(tables and/or charts), and <=100 product group selection groups. Personal characteristics available.  Frequency of delivery: **Monthly**  Frequency of delivery: **Weekly**  Frequency of delivery: **Quarterly**  Frequency of delivery: **Annually/Bi-Annually**  **If above is exceeded it will need to be split or priced as 2 or more reports** | 12  18  11  10  24  36  22  19  45  68  41  36 |

**Data Services – Retail Measurement Services Exhibit**

**(Information Services)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Category(ies): [category name, category name (can include multiple if all have same configuration, create new section for a different category with different configuration)]** | | | |
| Service Name: [Insert drop down] [choose one- Scantrack, MarketTrack, Retail Index] | | | |
| Data Type | [Insert drop down] | Update Speed: | [Insert drop down] |
| Update Frequency: | [Insert drop down] | Periodicity: | [Insert drop down] |
| Granularity: | [Insert drop down] | Facts Suite: | [can choose multiple– value, volume, distribution, promo] |
| Geographical Breakdown: | [Insert drop down] | Local Market Add On: | [ENTER DETAILS - vary by market] |
| Back Data: | [Insert drop down] | Customization Details: | [ENTER DETAILS - each can be unique] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Retailer(s): [retailer name, retailer name (can include multiple if all have same specs)]** | | | |
| **Category(ies): [category name, category name (can include multiple if all have same configuration, create new section for a different category with different configuration)]** | | | |
| Service Name: KAD – Marketing Data | | | | |
| Update Frequency: | [Insert drop down] | Periodicity: | [Insert drop down] | |
| Granularity: | [Insert drop down] | Country: | [enter country names] | |
| Regional MDB Split: | [Insert drop down] | Store-by-Store Data: | [Insert drop down] | |
| Fascia MBD Split: | [Insert drop down] | Online MBD Split: | [Insert drop down] | |

* [sales to enter service description and specifications (e.g. reports)]

|  |  |
| --- | --- |
| Category | Services |
| SMB Package | **Emerging Brand Package**  **Channel:**   * + Grocery Banner + Drug + Mass Merchandiser including eCommerce vs Brick and Mortar   + Grocery Banner + Mass Merchandiser   + Drug   + Convenience and Gas   **Regions:**   * Nat excludes NFLD, TL East, Maritimes, Quebec, Ontario, TL West, Man/Sask, Alberta, British Columbia * Nat Including NFLD, Newfoundland (GDM or GB+MM only), TL East, Maritimes, Quebec, Ontario, TL West, Man/Sask, Alberta, British   **Starter Syndicated Data**   * Product Hierarchy (NielsenIQ Defined Datasets) * Limited Characteristics * Base Syndicated Markets * Up to 3 years of history * Update Cadence (Monthly)   **Essentials Syndicated Data**   * Product Hierarchy (NielsenIQ Defined Hierarchy) * Limited Characteristics * Base Syndicated Markets * Item-level * Up to 3 years of history * Update Cadence (Monthly)   **Advanced Syndicated Data**   * Product Hierarchy (NielsenIQ Defined Hierarchy) * Limited Characteristics * Base Syndicated Markets * Promo Facts * Item-level * Up to 3 years of history * Update Cadence (Monthly)   Access: Self-serve access or NIQ Managed through Connect applications |

**Service Specific Terms for RMS Data services**

**New/Changed Client Products**.   Client shall forward to NIQ, in timely fashion, one of each new or changed product or one of each new or changed product label introduced during the term of this Agreement.  To further expedite the coding of such new products, when possible, Client shall also forward to NIQ any final form, Client approved electronic packaging artwork and final form, Client approved product renderings, four (4) weeks prior to the initial product launch.  All such products, labels, electronic packaging artwork and product renderings shall be sent to local NIQ headquarters.  NIQ will execute coding based on available product information in the sourced data received.  In the event of product coding refresh due to product relaunch or packaging changes, coding changes will occur once that information has been made available to NIQ.   Client agrees that NIQ shall not be responsible for database inaccuracies or delays caused by the Client’s actions or inaction in fulfilling its obligations under this section.

NIQ Information Services licensed under this Agreement may not be shared with any third party unless otherwise approved by NIQ and agreed to in a writing signed by the parties.

Client is permitted to access the Data Services made available by NIQ only during the term of this Agreement.

Placeholder for RMS Data Terms

**Service Specific Terms for KAD Data Services**

1. The continued supply of KAD is subject to the continuing authorization of the named retailers concerned on terms acceptable to NIQ. If a retailer ceases to allow supply of KAD, NIQ’s obligation to supply it to Client shall also cease without liability or any change in the charges for the Services unless the Agreement specifies a separate charge for such KAD. NIQ may update the terms applicable to the provision of KAD upon notice, in the event that a retailer has imposed terms that require such change.
2. Client shall be licensed to use KAD for its internal purposes only and only in the market to which such KAD pertains. Client acknowledges that KAD for any named retailer contains information that is confidential to that named retailer and undertakes to keep secret and confidential all such KAD. The use of KAD is restricted to the Client unless otherwise specifically agreed.
3. Data referring to any named retailer may be used in negotiations with that named retailer but Client may not copy, use or disclose (and shall procure that its employees and/or officers shall not copy, use or disclose) any such data to any other retailer or any other person in any form, even if aggregated with other retailer KAD. Data referring to any named retailer may not be published without the written consent of both NIQ and the retailer concerned.
4. Client shall use all reasonable endeavors to ensure that no unauthorized third party will obtain access to any KAD in the possession, custody or control of the Client.
5. Without prejudice to any other termination rights of NIQ, in the event of any breach by Client of the terms of this Agreement regarding the use of KAD, NIQ may terminate this Agreement and/or the affected Service(s) by notice in writing with immediate effect.
6. Each named retailer shall have the right to directly enforce the obligations in respect of its KAD as if it were a party to this Agreement.
7. Client acknowledges that named retailers are not responsible for KAD relating to them and undertakes not to make any claim against retailers relating to or in connection with their KAD.
8. Client shall immediately notify NIQ if it acquires or is acquired by or is a member of the same group of companies as a retailing organization. NIQ shall have the right to immediately terminate the provision of KAD referring to a named retailer to the Client in the event that Client is acquired by, acquires or becomes a competitor of the retailer (as defined from time to time by the retailer).
9. If Client terminates a KAD Service prior to the end of any fixed term or a required notice period for KAD service, or if NIQ terminates a KAD Service for cause, NIQ shall not be obliged to refund or credit any charges paid or payable in respect of such remaining period.
10. In the event of conflict between the terms regarding the use of Services in general and the terms regarding the use of KAD, the terms regarding the use of KAD will prevail.

**Service Specific Terms for Other RMS Data Services**

1. Placeholder 1 for Other RMS Data terms
2. Placeholder 2 for Other RMS Data terms

**Data Services - Consumer Panel Services (“CPS”) Exhibit**

**(Information Services)**

|  |
| --- |
| Services |
| **Homescan or Omni Shopper including Homescan Subscription Package**   * Type: Syndicated or Custom including UPC level data; * Categories: Dept, Super Cat or Cat level or See Exhibit A-3 * Channels with all retailers included within: Grocery, Drug, Mass, Dollar, Warehouse Club, Military, eCommerce (excluding Specialty). * Add-on Channels Included: Convenience, Beauty, Pet, & Home Improvement * Total US Total Outlets Only;   Use Cases Include:  **Ultra Light and Base Light**   * Table Builder * Performance * Demographics   **Base (including Base Light)**   * Leakage   **Silver (including Base Light and Base)**   * Shifting * Combination Purchase * HML * Share of Wallet   **Gold (including Base Light, Base, and Silver)**   * Buyer Turnover * Super Shifting * Key Item Ranking * Shopper Basket Value   Updated: Monthly/Quarterly/Semi-Annually/Annually  Years of History: 3 Years/4 Years/5 Years  Access: Self-serve access through Connect applications |

|  |
| --- |
| **Homescan or Omni Shopper including Homescan Subscription Package**   * Type: Syndicated or Custom including UPC level data; * Categories: Dept, Super Cat or Cat level or See Exhibit A-3 * Channels with all retailers included within: Grocery, Drug, Mass, Dollar, Warehouse Club, Military, eCommerce (excluding Specialty). * Add-on Channels Included: Convenience, Beauty, Pet, & Home Improvement * Shopper Groups * Buyer Groups   Use Cases Include:  **Lite**   * Table Builder * Performance (limited facts) * Demographics   **Basic**   * Table Builder * Performance * Demographics   **Essential (including Basic)**   * Leakage / Share of Wallet * Shifting * HML * Shopper Basket Value   **Advanced (including Basic and Essential)**   * CPA * Sourcerer * Trial & Repeat * Buyer Excl and Duplication * NLR/Buyer Turnover   **Pro (including Basic, Essential, and Advanced)**   * Super Shifting * Consumer Product Ranking * Shopper Optimizer * Portfolio T&R * Trip Groups   Updated: Monthly/Quarterly  Years of History: 3 Years/5 Years  Access: Self-serve access through Connect applications |

**Service Specific Terms for Consumer Panel:**

**Exhibit A-3**

**Homescan / Omnishopper Product Scope**