**Local Services Agreement (“LSA”)**

This LSA entered into as of the Initial Start Date set forth below between “Client” and “NielsenIQ or “NIQ” (each as set forth below) is issued pursuant to and incorporates by this reference the terms and conditions of the master agreement (“MSA”) with the Effective Date set forth below by and between the entities identified as “Client entity under the MSA” and “NIQ entity under the MSA” (together the “Agreement”). Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the MSA. Where Client and NIQ are not parties to the MSA, Client and NIQ each expressly acknowledge and agree that, by entering into this LSA, each shall be bound by and comply in all respects with, the terms and conditions contained in the MSA. In the event of a conflict between the terms of this LSA and those of the MSA, the terms of this LSA shall control with respect to this LSA only. This LSA shall not otherwise operate to amend any term of the MSA.

|  |  |
| --- | --- |
| Client entity under the MSA: [INSERT HERE]  NIQ entity under the MSA: [Insert NIQ legal entity drop down] [INSERT HERE]  Effective Date of the MSA (or if the MSA does not include an Effective Date, date of last signature): Click or tap to enter a date. | |
|  | |
| Client entity under this LSA: [INSERT HERE]  Client address under this LSA: [INSERT HERE]  As of Initial Term Start Date only; Invoice Recipient: [INSERT HERE]  VAT Number: [enter if applicable] | |
| NIQ entity under this LSA:  [Insert NIQ legal entity drop down]  NIQ address under this LSA: [INSERT HERE]  VAT Number: [enter if applicable] | |
|  | |
| Initial Term Start Date Click or tap to enter a date. | Initial Term End Date: Click or tap to enter a date. |
| Territory/Country/ies: [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

[choose one then delete the other; default is Fixed Term – get Deal Desk approval for Automatic Renewal]

**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.

OR

**Automatic renewal:** This Agreement remains in effect upon expiration of its Initial Term. After the Initial Term End Date, this Agreement will be automatically extended for successive renewal terms of twelve months (“Renewal Term”), unless and until terminated by either party upon a minimum of four (4) months prior written notice at the end of the Initial Term or the term then in effect, unless terminated in accordance with the provisions specified in this Agreement.

During the term of the agreement NIQ may, from time to time, in its sole discretion, make mandatory pricing adjustments to any Service or portion thereof.  NIQ will inform Client of such pricing adjustment 30 days prior to the adjustment by written notice via email or regular mail. Client has the right to refuse such adjustment by notifying NIQ in writing of its refusal to accept the pricing adjustment within fifteen (15) days of such notice in which case the agreement will be terminated in its entirety at the effective date of the pricing adjustment.

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. “**Services” shall mean the NIQ Information Services provided 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 License Exhibit

Servicing Model Exhibit (only for Retail Measurement and Consumer Panel Licensed data)

Data Services - Retailer Measurement Services Exhibit

Data Services - Consumer Panel Exhibit

Analytics Services Exhibit / Spaceman Exhibit

Global Services Exhibit

TDLinx Services Exhibit

Brandbank Services Exhibit

On Premise Services Exhibit

NielsenIQ Essentials Services Exhibit

Account Resources Services Exhibit

Training Exhibit

Service Level Agreement Exhibit

Permitted Client Group/Affiliate Access Exhibit

Additional Exhibit(s)- Other Services [delete if additional services being provided are not covered above]

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.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**TOTAL EUR xxx,xxx.xx**

Charges 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. **Purchase Orders/Billing Details.**
     1. The terms and conditions set forth in a purchase order or other documents issued by Client with respect to the Services will be deemed null and void and the Services will be controlled by the terms and conditions of this Agreement. Invoices shall be issued electronically.
     2. If Client requires an invoice to include any billing documentation e.g. purchase order number, evidence of arrangement, or other Client-specific billing details (“Billing Details”), Client shall provide such Billing Details to NIQ as follows:  (i) no later than 10 days following execution of the Agreement; and (ii) during the term of the Agreement, changes to Billing Details or ongoing documentation must be submitted no later than the 10th day of each month in which an invoice is scheduled to be issued. NIQ will accommodate a maximum of one (1) set of Billing Details per Agreement, or for multi-year agreements, one (1) set of Billing Details per Contract Year. Client’s “goods received” documentation number is not required for Services and will not be included on invoices as Billing Details. It is a material obligation of Client to ensure that NIQ has correct Billing Details during the term.  If Client fails to do so, the invoice will be deemed due and payable by Client without the Billing Details. If an invoice needs to be reissued, the reissued invoice will be payable based on the original invoice's payment due date. NIQ may, at its option suspend applicable Services until any such Billing Details are received.
  2. **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 MSA.

During each annual Renewal Term if any, Charges specified above are subject to a COLA Increase as specified above plus 5%.

**A “High Inflation Period”** means any period in which the year over year growth in the local consumer prices index (“CPI”) for a country, per the ‘published by’ source for CPI as stated in the Agreement, or if a CPI ‘published by’ is not stated in the Agreement, then per a statistical office or central bank source as determined by NIQ or as mutually agreed between the parties, is equal to or above ten percent (10%) for at least three (3) consecutive months.

“Annual COLA Increase” means the increase as per the agreed annual cost of living increase terms.

If a country enters a High Inflation period, NIQ may increase the amounts on its invoices for Services for the duration of the High Inflation Period on a frequency that is no less than quarterly; the increase to be taken (“High Inflation Increase %”) will be determined as follows and will be recalculated every three (3) months for the duration of the High Inflation Period:

* + - 1. the growth in CPI since the date of data used to determine the last Annual COLA Increase taken by NIQ ; or
      2. if no Annual COLA Increase was taken under the current Agreement, then growth in CPI since the start of the High Inflation Period; or
      3. the growth in CPI since the date of the data used to determine the last High Inflation Increase %.

During a High Inflation Period: (a) Client will pay each invoice within 30 days of the date the invoice was issued, notwithstanding any longer payment terms agreed by the parties; and (b) charges for late payments shall be a percentage equal to the percentage stated in the payment terms clause plus the High Inflation Increase % until such time as payment is received by NIQ. The terms of this High Inflation section supersede the Annual COLA Increase terms for the duration of the High Inflation Period. If a country leaves a High Inflation Period and if NIQ took a High Inflation Increase % at any time during a Contract Year, NIQ will not take an Annual COLA Increase in the following Contract Year. NIQ’s right to increase the amounts on invoices during a High Inflation Period shall coincide with and shall not limit its right to adjust the charges for the Services subject to any "Changes to Services" terms between the parties.

* 1. **Benefits** 
     1. **Discounts Applied.** The above Charges are inclusive of all discounts, including the following:
        1. **Discount for Duration Commitment.** Charges reflect a \_\_ percent (XX%) discount for commitment to the Initial Term.
        2. [describe any other applied discounts (if any) including any obligations to refund].
     2. **Bonus.** In evidence of this Agreement’s commitment, NIQ shall create a one-time payment in the form and the amount set forth below. In addition to any of the termination obligations set forth in this Agreement, in the event Client terminates this Agreement or reduces this Agreement’s committed spend amount prior to the end of the Initial Term, Client agrees that it will promptly repay the Amount of Payment to NIQ.
        1. Form of payment: One-time Cash payment (via EFT/direct deposit) or Fund or Off Invoice Credit
        2. Amount of payment: [enter 3 letter CURR] X,XXX.00.
     3. **[**other Benefit – provide description if applicable]
     4. **[**other Benefit – provide description if applicable]

1. **Exchanges of Services; General Fund.**
   1. The following Services that have been in effect for more than twelve (12) months may be exchanged by Client for Eligible Services (as defined below) within the Country: Retail Measurement Services, KAD (subject to Section 4.2), Consumer Panel Services, Advanced Analytics Consulting, TDLinx, Connect Business Intelligence applications. All other services may not be exchanged, including but not limited to: NIQ Precima services, retailer collaboration programs.
   2. If Client exchanges a KAD Service prior to the end of any fixed term or a required notice period for such KAD service, NIQ shall not be obliged to refund or credit any charges paid or payable in respect of such remaining period.
   3. “Eligible Services” are the following Services which are not currently licensed by Client within the Territory/Country: Retail Measurement Services, Consumer Panel Services, Advanced Analytics Consulting, TDLinx, Connect Business Intelligence Applications, BASES Services, Consumer Insights Services. No other NIQ services are Eligible Services, including but not limited to: Full-Time Equivalent employees, services offered by joint ventures to which NIQ is a party, NIQ Connect Studios, NIQ Precima services, retailer collaboration programs.
   4. All exchanges of Services are subject to at least three (3) month’s prior written notice by Client, with the change taking effect as of the first day of the month following the notice period. The parties will sign an amendment formalizing the exchange of Services. Client will reimburse to NIQ any unearned term discounts and/or pay to NIQ any unrecovered set up costs for the exchanged services, if any. Notwithstanding the foregoing, the exchange of Full-Time Equivalent employee support for Eligible Services will be subject to NIQ’s approval in each case and subject to at least six (6) months’ written notice.
   5. The intent of this Exchange of Services clause is to address Client’s evolving business needs, and it is not intended and may not be used to enable Client to cancel all or most of the Services described in this Agreement.
   6. An exchange may result in an increase in Charges if the new Services have a greater book price than the original Services. If new Services have a lesser book price than the original Services, Charges will not change, but any difference shall be applied to the General Fund described below.
   7. **General Fund.** The General Fund, which may only be used in the Territory/Country listed above, may be used by Client to license only the Eligible Services defined above and not currently licensed by Client. The license of such Eligible Services will require the execution of a new agreement or an amendment to this Agreement. Charges are made against the General Fund at then-current book prices. Any amounts in the General Fund remaining at the end of each Contract Year will be deemed waived and forfeited by Client. [delete unless have Deal Desk approval: Notwithstanding the foregoing, ten percent (10%) of any funds remaining at the end of each Contract Year may be carried over into the next Contract Year.  Any carried-over funds must be used within the first quarter of the Contract Year to which they have been carried over or they will be forfeited.]

For Eligible Services to be paid from the General Fund: If the General Fund available balance does not cover the total to be paid from the General Fund, the remaining difference will be invoiced to Client. If this Agreement is terminated, Client will be invoiced for all remaining Charges not paid from the General Fund prior to the termination effective date.

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. **License and Use of Information – Financial Services Vertical.**
   1. **[USE FOR SELL SIDE ONLY]License Grant.** Notwithstanding the license and permissible use provisions of the Agreement, NIQ grants Client a limited non-exclusive license to use Information internally only to analyze company performance; provided that (subject to Client’s indemnification obligations under the Agreement), Client may include "Limited Excerpts” (as defined in the Agreement) of Information in an overall analysis of an industry or a company to support Client’s independently-generated investment recommendations to its management and clients; provided, however that: (a) that no disclosure may be made in a manner which may impair NIQ’s ability to license additional subscriptions of NIQ Services; (b) no disclosure of item-level information or pricing information may be made; and (c) the information disclosed (i) is sourced to the applicable NIQ entity and shows NIQ’s copyright; (ii) in all respects is accurately labeled and described; and (iii) is not presented in a misleading manner. Client shall provide NIQ with all such reports that are distributed externally. Except for Limited Excerpts, Client shall not, and shall not allow or enable any third party to share, sell, license, rent, assign, convey, distribute, publish, disclose, or otherwise transfer in any manner the Information, in part or in whole, or any derivatives thereof. Client may not use the Services or Information, in whole or in part, in any manner that competes with NIQ or NIQ Affiliates. Client acknowledges and agrees that NIQ Information does not constitute a reliable independent basis for investment advice or NIQ’s opinion as to the value of any security or the advisability of investing in, purchasing or selling any security, and that any decisions it makes on the basis of the Services and/or Information are made solely at its own risk and NIQ has no responsibility or liability arising from such decisions. Client will not make use of Information in any manner which implies or which allows for an inference to be drawn, that Client’s advice or counsel is dependent upon NIQ Information.

**[USE FOR BUY SIDE ONLY]License Grant.** Notwithstanding the license and permissible use provisions of the Agreement, NIQ grants Client a limited non-exclusive license to use Information internally only to analyze company performance. Client is prohibited from disclosing or distributing Information and/or References (in part or in whole, or any derivatives thereof) outside the Client entity(ies), organizational units and/or Affiliates named in this LSA. Client may not use the Services or Information, in whole or in part, in any manner that competes with NIQ or NIQ Affiliates. Client agrees that NIQ Information does not constitute a reliable independent basis for investment advice or NIQ’s opinion as to the value of any security or the advisability of investing in, purchasing or selling any security. Client will not make use of Information in any manner which implies or which allows for an inference to be drawn, that Client’s advice or counsel is dependent upon NIQ Information. Client acknowledges and agrees that any decisions it makes on the basis of the Services and/or Information are made solely at its own risk and NIQ has no responsibility or liability arising from such decisions.

**[USE FOR CONSULTANTS ONLY]License Grant.** Notwithstanding the license and permissible use provisions of the Agreement, NIQ grants Client a limited non-exclusive license to use Information internally only to analyze industry and company performance; provided that (subject to Client’s indemnification obligations under the Agreement), Client may include "Limited Excerpts” (as defined in the Agreement) of Information in Client’s reports and analyses for specific Projects (as defined below) for Client’s consulting clients as described below to support Client’s independently-generated recommendations to its consulting clients and to disclose in confidence only to the specific client that has engaged Client on a project (for such specific client’s internal use only) relating to one or more of the following: investing in or disposing of equity in a particular company or industry sector; corporate strategy; optimizing organization; and/or strategic customer management or operations strategy (each a “Project”). Client acknowledges that the Services provided are licensed for use by Client in connection with traditional consulting engagements on behalf of manufacturer clients, retailer clients, and private equity clients, subject to the other applicable terms of the Agreement. Non-traditional consulting engagements or engagements with or on behalf of financial investment firms, investment banks, asset management, banking, and/or other research providers are excluded from the scope of the permitted uses of the Information. Notwithstanding the foregoing, Client shall not: (a) disclose item-level information or pricing information; (b) use Limited Excerpts to enrich third party products or solutions or to commercialize Client products or services; (c) disclose Limited Excerpts in a manner which may impair NIQ’s ability to license additional subscriptions of NIQ Services; or (d) disclose Limited Excerpts publicly or to any third party with whom Client is working (including to an end client for whom Client is performing services) on a recurring, periodic or regular basis (if such recurring, periodic or regular disclosure is needed, Client acknowledges that such third party will be required to license such information directly from NIQ). Limited Excerpts must (i) be sourced to the applicable NIQ entity and show NIQ’s copyright; (ii) in all respects be accurately labeled and described; and (iii) not presented in a misleading manner. Client shall provide NIQ with all reports that are distributed externally. Except for Limited Excerpts, Client shall not, and shall not allow or enable any third party to share, sell, license, rent, assign, convey, distribute, publish, disclose, or otherwise transfer in any manner the Information, in part or in whole, or any derivatives thereof. Client may not use the Services or Information, in whole or in part, in any manner that competes with NIQ or NIQ Affiliates. Client acknowledges and agrees that NIQ Information does not constitute a reliable independent basis for investment advice or NIQ’s opinion as to the value of any security or the advisability of investing in, purchasing or selling any security, and that any decisions it makes on the basis of the Services and/or Information are made solely at its own risk and NIQ has no responsibility or liability arising from such decisions. Client will not make use of Information in any manner which implies or which allows for an inference to be drawn, that Client’s advice or counsel is dependent upon NIQ Information.

* 1. **Limitation on Affiliate Access and Use.** Client acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, the Information may be used by and shared only with Client organizational units, business groups, business teams and/or Affiliates named in a Permitted Client Group/Affiliate Access Exhibit attached to this LSA. If no Permitted Client Group/Affiliate Access Exhibit is attached, the Client entity executing this LSA may use and share the Information only within its organization. Client further agrees and acknowledges that the Information may not be shared with any other Client organizational unit, business group, business team or Affiliate in any form, including but not limited to sharing of IDs, email or printing of Information. All use of the Information by Client Affiliate(s) shall be subject to the terms and conditions of this LSA and the applicable provisions of the Agreement, and Client shall be fully responsible for all acts, defaults and omissions of such Affiliate as if they were acts, defaults or omissions of Client. An Affiliate may access and use the Information until the earlier of the termination of the Agreement or the termination of Client’s affiliation with such Affiliate.
  2. **Additional Restrictions on Use relating to Consumer Panel Data and E-mail Receipt Data.** In addition to the restrictions on use set forth above and in the Agreement, in respect of the Information and other Services provided under this LSA, Client shall not, and shall not allow or enable any third party to: (a) directly or indirectly attempt re-identify individuals using the Information or Services; (b) use the Information or Services for the purpose of locating, identifying or targeting advertisements to an individual; or (c) link or correlate the data contained in the Information or Services with any other dataset at an individual level, or associate third party unique identifiers in any way to the data in the dataset, including without limitation, identifiers, cookie IDs, device IDs or IDFAs. With respect to de-identified e-mail receipt data, Client represents and warrants that it has implemented technical safeguards and business processes that specifically prohibit reidentification of information and/or individual(s) to whom the information may pertain and prevent inadvertent release of de-identified information.
  3. **No Derivative Channels.** Client may not combine information (i.e., add or subtract numbers) from any two or more NIQ reports to create derivative channels that are not reported to Client by NIQ.
  4. **No FCRA Purpose.**

(a) The parties acknowledge and agree that NIQ is not a ‘Consumer Reporting Agency’ or a ‘Furnisher,’ as those terms are defined under the Fair Credit Reporting Act (15 U.S.C. § 1681b) (“FCRA”).  Client shall not use, and shall ensure that no third party to which it provides any report containing NIQ information, uses, any information obtained from NIQ to create any consumer report (as defined in the FCRA), or any other written, oral or other communication that bears on a consumer’s: (1) Credit Worthiness; (2) Credit Standing; (3) Credit Capacity; (4) Character; (5) General Reputation; (6) Personal Characteristics, or; (7) Mode of Living.

(b) Client or any third party to which it provides any reports containing NIQ information, shall not use any information obtained from NIQ as a factor in determining eligibility for:

(i)    Employment, including, but not limited to, to evaluate a consumer for initial employment, reassignment, promotion, or retention (including, but not limited to, household workers such as babysitters, cleaning personnel, nannies, contractors, and domestic workers);

(ii)   Tenancy, including, but not limited to, deciding whether to lease a residential or commercial space to a consumer;

(iii)   Educational Admission or Benefits, including, but not limited to, assessing a consumer’s qualifications for an educational program or scholarship;

(iv)   Personal Credit, Loans or Insurance, including, but not limited to, assessing the risk associated with providing credit, a loan or insurance based on a consumer’s existing debt obligations; or

(v)    Business Transactions initiated by an individual consumer, including, but not limited to, determining whether a consumer continues to meet the terms of a personal customer account.

(c) Client or any third party to which it provides any reports containing NIQ information, shall not use any information obtained from NIQ (i) in order to take any "adverse action" as such term is defined in FCRA; (ii) in any way that would result in NIQ becoming subject to FCRA or such information being or becoming a “consumer report,” within the meaning of FCRA; (c) to combine with any information about consumers or use it such that it is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for credit or insurance that is used primarily for personal, family or household purposes, for employment purposes, or for any of the other permissible purposes defined in §604 of FCRA

* 1. **Retention of Information.** Notwithstanding anything to the contrary in the Agreement, upon termination or expiration of this LSA, Client shall not be required to remove or securely delete Information from its systems and records and/or destroy tangible forms thereof that Client must retain in accordance with applicable law, rule or regulation, or to satisfy the requirements of any regulatory authority or court of competent jurisdiction, provided that (i) Client’s retention of such Information shall be solely for such purposes and for no commercial purposes or other uses, and (ii) any retained Information must be maintained in a secured, confidential manner.
  2. **Other Service Specific Terms.**

(a) Client acknowledges that NIQ shall have all right, title and interest in syndicated analyses and reports produced under this LSA for Client (content and format), whether defined by Client or by NIQ, and that NIQ shall have the right to license these analyses and reports to NIQ clients.

(b) Client acknowledges and agrees that syndicated, standardized reports (to the extent applicable and delivered by NIQ separately from Client’s database access) are standardized across financial services clients and not subject to customization. NIQ will determine the granularity (i.e., the level of detail) of data reported in such syndicated reports.

(c) NIQ reserves the right to discontinue reporting information for a particular channel, category, brand or item as well as the right to change time periods over which data are aggregated when, in NIQ’s opinion, the information which otherwise would be reported does not satisfy NIQ’s statistical standards, and provided that any such discontinuation applies to all customers similar to Client.

1. **Prior Agreements.** This Agreement supersedes all previous agreements between the parties with respect to its subject matter. In particular: [INSERT HERE].
2. **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. If Client becomes designated a Sanctioned Party, or becomes associated, controlled, or owned by a Sanctioned Party or Embargoed Country, NIQ may terminate this Agreement and/or suspend Services, without any liability to NIQ. “Embargoed Country” means any country, government or territory subject to a comprehensive embargo maintained and administered by one or more applicable governments; and “Sanctioned Party” means any individual, group, entity or government subject to any applicable sanctions laws or regulations.
2. 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 will be deemed original signatures and will have the same validity and effect. If the dates of the signatures below are later than the LSA Initial Term Start Date, this Agreement shall commence and shall have been deemed to have commenced, on the LSA Initial Term Start Date.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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**

|  |
| --- |
| Services |
| **Connect**  Base Package (data services available as listed in Retail Measurement Services and Consumer Panel Services Exhibits)   * Business Intelligence Applications (“BI Tool”) * 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**

|  |
| --- |
| 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**

|  |  |  |
| --- | --- | --- |
| **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 LSA 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:  ​

​

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​

​

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​

​

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.)​

​

* 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.​

​

* 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 LSA 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 LSA.

All Service Units must be used within the Contract Year and within the respective country of the LSA 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 LSA.

|  |  |  |
| --- | --- | --- |
| **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 LSA.

All Service Units must be used within the Contract Year and within the respective country of the LSA 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**

**Analytics Services Exhibit**

**(Information Services)**

**MARKETING EFFECTIVENESS**

|  |  |
| --- | --- |
| Component / Package | Services |
| Market Mix | Service Description: **analysis to include the following data/insights:**   * Sales decomposition by various media activities by year and by media activity subject to staying in the model * Channel contribution * Return on Investment (ROI) where client shares spend data * Media scorecard (response curves) * Simulation and optimization tool for media (Online or excel based) * Brand (Long term media) analysis * Media deep dives – understanding each media channel at the most granular level * Media Synergies – understanding how each media synergistically impacts sales * Halo/Cross Impacts – understanding how different brand’s media impact sales  |  |  |  | | --- | --- | --- | | **Deliverables** | **Format** | **Estimated Delivery Date\*** | | Data Review | PowerPoint and/or Excel | 2-3 weeks after all data received | | Initial Results | PowerPoint and/or Excel | 4-6 weeks after data review | | Final Analysis | PowerPoint and/or Excel | 2-3 weeks after initial results | | Software | Access to tool | 2-3 weeks after initial results |   *\*Delivery date is an estimate dependent on receipt and alignment of inputs from* [[client]].  **Scope:**   * [[#]] model(s) will be built for: [[LIST BRAND]]   + Time period evaluated: [[#]] years ending [[DATE]]   + Channels/Geographies covered: [[LIST COUNTRIES &/OR CHANNELS]]   + Channels/Geographies reported: [[LIST COUNTRIES &/OR CHANNELS]]   + Media components to be evaluated: [[LIST]]   + Brand modelling (Long Term Media impact) to be evaluated: [[LIST/”none”]]   + Media components that include Media deep dives: [[LIST/”none”]]   + Media components evaluated for Synergies: [[LIST/”none”]]   + Media components evaluated for Cross Effects: [[LIST/”none”]]   [[FOR EACH BRAND EVALUATE ADD SECTION WITH SCOPE FOR ALL BULLETS]]  **Data Involved:** All data from [[CLIENT]] to be provided in the NIQ template format with in [[#]] days of contract signature. Data provided in other formats and/or not provided by the date agreed may result in exclusion from analysis, additional fees, and/or changes to delivery timelines.   * Sales data provided by NIQ: [[LIST CHANNELS & BRANDS]] * Sales data provided by [[CLIENT]]: [[LIST CHANNELS & BRANDS]] * Sales data provided by partners approval from [[CLIENT]] required: [[Google, Amazon, Meta, Tic Tok]] * Promotion data provided by NIQ: [[LIST CHANNELS & BRANDS]] * Promotion data provided by [[CLIENT]]: [[LIST CHANNELS & BRANDS]] * Promotion data provided by data provided by partners approval from [[CLIENT]] required: [[Google, Amazon, Meta, Tic Tok]] * Media Data provided by [[CLIENT]]: [[LIST TACTICS & BRANDS]] * Media Data provided by by data provided by partners approval from [[CLIENT]] required: [[Google, Amazon, Meta, Tic Tok]] |
| Precision Areas | Service Description: **Connect App for NIQ Precision Areas and/or Precision Areas level data for the selected product(s)**   |  |  |  | | --- | --- | --- | | **Deliverables** | **Format** | **Estimated Delivery Date\*** | | Access to Connect App: Precision Areas | [Web-based delivery model] | [access starting Month/Year] | | Data | [CSV for total US, FTP, Data Lake Feed, Connect database load] | [Month/Year] |   *\*Delivery date is an estimate dependent on receipt and alignment of inputs from [client].*  **Scope**   * Subscription access: [1-year, 2-year or 3-year]   + First delivery month with data through [MONTH/YEAR] last delivery month with data through [MONTH/YEAR] * User licenses: Unlimited * Markets to report: [Total US] OR [insert specific market] * Precision Area coverage: Default: [(xAOC + Conv)] OR [State-lined Precision Areas (xAOC + Conv + Liquor)] OR [Pet (xAOC + Conv + Pet)] * Source of product definition: [Custom OR Syndicated] * Number & Size of categories: [# - Large] OR [# - Medium] OR [# - Small] * Lowest product level reported: [UPC] * Historical Data (only with first report): [104wks Maximum: [156wks] * Update Frequency: [Monthly, Quarterly, Annually]   Scope for customization (if applicable)   * External Data Source Integration: [No by default, include details if yes] * Custom Market Aggregates: [No by default, include details if yes] * Custom Time Aggregates: [No by default, include details if yes] * Consumerization: [No by default, include details if yes] * PA Markets in Connect: [No by default, include details if yes] * Consulting: [Include consulting details] * # of workshops : [#]   **Precision Area Product Specific Terms and Restrictions**   * 1. The NIQ Connect application for Precision Areas services, to the extent included as part of the Precision Areas services under this LSA, includes the functionality to see Precision Areas boundaries overlaid on country maps but will not provide functionality to extract graphical metadata. The Precision Areas flat file deliverable (if applicable) includes zip codes but no other graphical metadata. Client acknowledges that access will not be provided to the underlying graphical metadata used to create Precision Areas shapes or related information that identifies the boundaries of the shapes of the Precision Areas, nor shall NIQ be required to provide, disclose or otherwise make available such information to Client.   2. Notwithstanding the general restrictions in the Agreement on disclosure or use of NIQ Information and Services with Client third parties (including retailers), Client may share with its retailer partners aggregated conclusions and insights from Client’s analysis of the Precision Areas Information, but not the underlying event, store or Precision Areas specific data (and, for the sake of clarity, in no event shall retailer specific data of one retailer be disclosed to another retailer).   Without limiting the generality of the restrictions against reverse engineering of Services in the Agreement, in no event shall the Precision Areas Information and Services be decompiled, reverse engineered or otherwise used in order to ascertain or infer (or attempt to ascertain or infer): (a) the underlying Precision Areas technology; (b) the underlying graphical metadata used to create the Precision Areas shapes/boundaries, or the shapes or the boundaries of the Precision Areas; or (c) retailer or store sales for retailer geographies that Client does not then have the right to access under license either from NIQ or other third party sources. |
| Solution | Precision Areas Country |
| Market | Nationwide break down by each region/local areas (Can be neighborhoods/provinces/districts etc. depends on each market definition) |
| Fact | Retail KPIs for Category/Segments/Brands/UPC  • Sales volume  • Sales value  • Share of market (Volume & Value)  • Avg Prices Opportunity quantification  • Distribution  • Price and promo  • Base velocity  • Consumer demographic data  • Population  • Sex and age breaks  • Households  • Avg. Household size |
| Channel | Total Trade – can breakdown to different Trade according to each country definitions (Traditional trade/Modern trade etc.) |
| Product | All Manufacturer/Brand/SKUs |
| Delivery Format | Dashboard Online |
| Frequency | Monthly/Quarterly |

**MEDIA ANALYTICS**

|  |  |
| --- | --- |
| Component / Package | Services |
| Matched Market Test (MMT) | Service Description: The media analytics MMT is a test and control design to quantify the impact of a media activity on sales. There are 2 options: standard and advanced (TBR based).   |  |  |  | | --- | --- | --- | | **Deliverable(s)** | **Format** | **Estimated Delivery Date\*** | | [optional] Custom CDI/BDI with recommended test design | Excel | [Month/Year] | | Store Match Results | PBI or PDF | [Month/Year] | | [optional] Interim Results | PBI or PDF | [Month/Year] | | Final Results | PBI or PDF | [Month/Year] |   *\*Delivery date is an estimate dependent on receipt and alignment of inputs from [client].*  **Scope:**   * Activity to be analyzed: [Initiative] * Test Geography: [list geography(ies) - what markets/region/SMM(s)/zip codes in which media/campaign is this being executed in for testing]   + [Lift provided in Aggregate OR for how many markets] * Control Geography: [list geograhy(ies) market/region/SMM(s)/zip codes that do not receive the activity being analyzed, noted above, and/or selected based on CDI/BDI design. * Channels: [# and list markets e.g., xAOC, Food, etc.] * Target Products: [# and Brand] [Category] from [client or syndicated] database * Analysis Basis: This analysis will be performed on a Dollar basis [unless otherwise specified by client]. * Lift(s) Analysis: [#] of lifts (# of lifts = # of products measured \* # of test markets measured) * Time Period:   + For matching purposes, 52 weeks of data prior to the introduction of the [Initiative] will be used (52 weeks ending [date]).   + The [Initiative] will be introduced in [date]. The test read will measure [#] weeks ending [date]. |

**Service-Specific Provisions – Analytics Services**

1. **Timing; Changes in Scope**. Delivery timeframes depend on final project scope; a project specific timeline will be delivered after project kick-off. To maintain agreed timelines, Client shall provide (email is acceptable) timely scope confirmation and any required approvals at key stages of the process. If Client confirmation or approvals are not provided within the agreed timelines, additional charges may be incurred and timeline dates will change in a commensurate amount, and will be documented by the parties in an amendment. Client requested changes to scope of Services under this Exhibit (such as scope of categories, channels, geographies, number of items or model coefficients, and the like) and/or additional consulting outside the project scope shall be agreed and documented by the parties, may result in additional fees and timelines may need to be evaluated. If requested changes or additions as to the scope impact Charges, such changes will be documented in an amendment. The parties agree that changes to timelines may be documented via email.
2. **Termination.** In the event the Services under this Exhibit are terminated by either party in accordance with the terms of Section 1 of the LSA, fees and charges for Services performed through the termination date will become promptly payable to NIQ.
3. **Disclaimers.**  Client agrees that: the Services constitute estimates carried out in accordance with NIQ’s market research methods and are subject to sources outside NIQ’s control and limits of statistical error; deliverables are not intended as a substitute for ﬁnancial, investment, legal, business or other professional advice; and Client remains solely responsible for its decisions, actions and use of Services and is in compliance with applicable laws. NIQ does guarantee the accuracy, adequacy, timeliness or completeness of the Services and does not warrant that all errors in the Technology will be corrected or that operation of any Technology will be uninterrupted or error-free**.**
4. Client shall not use the Services, in whole or in part, in any manner that competes with NIQ or NIQ Affiliates.
5. **NIQ Benchmarking and Validation.** Notwithstanding anything to the contrary in the Agreement, Client grants NIQ a license to retain all project results in databases used by NIQ for benchmarking and validation of NIQ analyses, provided that such norms and benchmarks are used by NIQ solely on a non-Client-identifiable basis.

**[Include 1-5 below if Software, web portals and platforms like Connect/Discover]**

**Service-Specific Analytic Provisions relating to Technology.**

**General. “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.The Technology provided under this Exhibit may be used by Client solely for Client’s processing of Information and any Client Data provided hereunder and may not otherwise be used with any third party data, software, or web-based solutions. In addition to any restrictions on use of Technology in the Agreement, Client shall not, or permit any third party to host, sell, sublicense, or otherwise transfer or disclose the Technology under this Exhibit or any part thereof.

* + - 1. **Maintenance and Support**. As part of the standard support services for the Technology under this Exhibit, NIQ may make and install maintenance releases, service patches, upgrade revisions, enhancements and similar modifications to the Technology, and make platform changes, from time to time that NIQ generally provides as part of the standard support services to customers of the Services at no additional charge. New versions of the Technology and/or client requests for technical support for Client customization, issues with the Client Data or other support services beyond the standard support services described above may be subject to additional charges at NIQ’s then standard rates. NIQ will exercise reasonable efforts to schedule software and database maintenance on weekends or after normal NIQ business hours.
      2. **User IDs.** Unless as otherwise specified in the Agreement, each individual user accessing/receiving Services via Technology must have a user ID and password assigned by NIQ. Client shall ensure that its users hold their user IDs and passwords in strict confidence and that user IDs and passwords are not used by or shared with others. Client shall not disclose Technology to, or permit the use of Technology by, any third party without a separate agreement between NIQ and such third party. Access to/use of Technology, such as platforms or software applications shall not exceed the number set forth in the this Exhibit. No Services may be placed on any retrieval system that may be accessed outside Client’s immediate organization. Client shall notify NIQ if any access needs to be terminated or re-assigned (e.g. because an employee has left); or if Client becomes aware of any actual or threatened unauthorized disclosure of the Services (or any portion thereof) or misuse of any passwords/user IDs or non-compliance by its users/employees. Client shall maintain adequate security precautions, consistent with then-current industry standards to prevent unauthorized use or access to the Services.If NIQ has a reasonable basis to believe that there is a security issue or violation of this Section, NIQ may change, suspend or revoke passwords/user IDs or ultimately, suspend Client’s access to the Services.
      3. In addition to the Restrictions set forth in the MSA, Client shall not: (i) copy the Services or any of the underlying Technology, 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; (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) 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; 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.
      4. **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. 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, including in connection with NIQ Technology within no later than ten (10) days from any such termination; except that NIQ may retain copies for archival purposes only.

If applicable, Client is responsible for provision of any Client Data, at its sole cost and expense, to NIQ in a form and quality suitable for use in the Services and per NIQ’s written specifications, and is responsible for all charges related to such Client Data, including without limitation, conversion, harmonization, formatting and any third party fees. Client acknowledges that the continued efficient operation and proper and accurate processing of the Client Data by the Technology may require periodic updating of the Client Data. Such update intervals shall be in accordance with the terms of this Exhibit or if this Exhibit does not provide for an update schedule, then no more often than once annually.

**Spaceman**

**(Information Services)**

|  |  |
| --- | --- |
| Software Application | Comments |
| * 1 - SPACEMAN Application Builder * 1 - SPACEMAN Application Builder Automation * 1 - SPACEMAN Professional * 1 - SPACEMAN Professional Automation * 1 - SPACEMAN Stock Planner * 1 - SPACEMAN Merchandiser * 1 - Planogram Life Cycle * 1 - My.Spaceman Productivity ToolMy.Spaceman Automation Server Enterprise My.Spaceman Publishing Enterprise * 1 - My.Spaceman Planogram Viewer * 1- Spaceman Mobile Application Service   + XX Spaceman Mobile User Licenses   + 2 days Training   + 12 days Technical Consultancy * 1 - Shelf Insights Output Delivery (Power BI) * Data Exchange Server (“DES”) | License Maintenance – Original copy |
| * XX-XX SPACEMAN Application Builder * XX-XX SPACEMAN Application Builder Automation * XX-XX SPACEMAN Professional * XX-XX SPACEMAN Professional Automation * XX-XX SPACEMAN Stock Planner * XX-XX SPACEMAN Merchandiser * XX-XX Planogram Life Cycle * XX-XX My.Spaceman Productivity ToolMy.Spaceman Automation Server Enterprise My.Spaceman Publishing Enterprise * XX-XX My.Spaceman Planogram Viewer * XX-XX Spaceman Mobile Application Service   + XX Spaceman Mobile User Licenses   + 2 days Training   + 12 days Technical Consultancy * XX-XX Shelf Insights Output Delivery (Power BI) * Data Exchange Server (“DES”) | License Maintenance – Additional copies |
| # of Training days |  |
| # of days Business Consultancy or relevant information |  |
| # of days Technical Consultancy of relevant information |  |

**Service Specific Terms for Spaceman:**

1. **Consulting Services / Training Days.** XX consulting days forXXXX. Consulting is $1,800.00 per day (one day is defined as one NIQ representative working 7.5 hours).

Additional Consulting Services requested by Client will be charged to Client at NIQ’s then-current consulting rate.

Consulting Services do not include travel and other expenses incurred. Travel, lodging, delivery and other reasonable and ordinary out-of-pocket expenses incurred by NIQ will be charged to the Client unless otherwise indicated in this Agreement.

**Planogram**

**(Information Services)**

|  |  |
| --- | --- |
| Software Application | Comments |
| XXX working hours | Planogram building and managing monthly billing report |
| XXX additional hours | Planogram building and managing monthly billing report |
| Assortment Planning and Category Analysis Dashboard - PowerBi | XXX Dashboard refresh per Contract Year, NIQ Managed via Onedrive exchange |
| Space Analysis Dashboard - Excel | XXX Dashboard refresh per Contract Year, NIQ Managed via Onedrive exchange |

**Service Specific Terms for Planogram:**

Additional hours by blocks of 50 hours may be purchased in the amount of $104.00 USD per hour or $5,200.00.

**Global Services Exhibit**

**(Information Services)**

**Global Tracking Complete / Custom Global Fusion Services (or “PEPview 2.0”)**

|  |  |
| --- | --- |
| Category / Module Number | Services |
|  | **Countries and Scope:**  **Category data** as reflected in Attachment C, as per the shared Global Category Standards.  **RMS data** as subscribed either Locally or as Strategic Data Feed licensed by Global (gapfill) as indicated in Attachment C.  Updated: Utilizing Dynamic Update, data will refresh according to the local country database cadence of delivery into Custom Global Fusion  Access: Self-serve access through Connect applications A  Access to existing and any newly released enhancements to the Visualization Tools suite and Connect platform functionality. NielsenIQ reserves the right to modify the Visualization Tools as needed upon notice to Client in accordance with the Agreement. |
| Market Extensions | SFF Deliveries as per scope in Attachment C.  Delivery of SFF files via FTMS.  Liquid Refreshment Beverage (“LRB”), Savory Snacks  (“SAV”) and Grains (“GRN”) categories (see Attachment C);   * Period breakdowns - all available in the local database; * Markets - all, excluding Retailers; * Products - Product scope as defined in the Category definitions, two product hierarchies as designed by Client; * Facts - all available in the local database; |
| SFF/BI Data Extract | 9 standard flat file extracts of PEPview input data delivered with latest available data refreshed in the multicounty data on the day of delivery delivered 3 times per week. Each Flat file will contain 1 category (LRB, SAV, GRN) and 1 calendar (Weekly, Monthly, POR) Markets, Products and Facts contained in the SFF are outlined in Attachment D |

|  |
| --- |
| Services |
| Syndicated Global Track Complete; Level 1 – High Level Strategic Overview and Multi-Country Brand Strategy, Level 2 – Performance Management, Level 3 – Single Trade Execution System and Channel Demand Strategy  List Service (list Countries or Exhibit 4)  Example: Global Track (Central America, China)  Update Frequency: (list or Exhibit 4) |
| Global Services Non-Harmonized Infact Databases See Exhibit 4 for list of country/categories  Update Frequency: Monthly via NAD and in accordance with local country schedule  All of Client’s local databases will be made available on Global Connect with access via NAD plus content folder |
| Global Fusion Automates the time-intensive work of storing, integrating, and visualize global reporting. This will look like GTC. The difference is the platform but we don't want to note the platform in the description |

**Service Specific Terms for Global Services:**

1. GTC Services and **DDM Excracts** are included as Measured Data with the following additional caveats: Late Performance and Quality Escapes in the GTC and **DDM Services**that are due to Late Performance or Quality Escapes in the source database, **will not count against the Late Performance or Quality Escape metrics. In such case the Client may request NIQ to redeliver the DDM Extract without errors free of charge.**
2. **Travel and Expenses.**  With the exception of the Training noted in below (as these charges are included in the set-up Charges set forth above).

**EXHIBIT 4 – Global Services - Countries and Categories**

**TDLinx Services Exhibit**

**(Information Services)**

INSERT GRID “Input – Store Licensing”

INSERT “Input – Store Licensing; Selected Criteria”

INSERT “Spec Sheet – Other Licensing”

**Services Specific Terms for TDLinx**

[sales to work with Legal to create this exhibit]

**Brandbank Services Exhibit**

**(Information Services)**

**Services Specific Terms for Brandbank**

[sales to work with Legal to create this exhibit]

**On Premise Model and Related Data Services Exhibit**

**(Information Services)**

|  |  |
| --- | --- |
| Category / Package | Services |
| Beer   * Mega Category * Category * Sub-Category * Brand Family * Brand Extension * Format   Spirits   * Mega Category * Category * Sub-Category * Brand Family * Brand Extension   Wine   * Mega Category * Category * Sub-Category * Brand Family * Brand Extension | On Premise Measurement (OPM) - Volumetric measurement of alcohol sales in bars and restaurants across mainland US the eating and drinking channels (TDLinx codes 50 & 51) across the contiguous United states (48 States excluding Hawaii and Alaska)   * Syndicated Service   Markets:   * Total US   Channels   * Total On Premise   + Eating (Casual & Fine Dining Restaurants)   + Drinking (Bars & Nightclubs)   + Chain   + Independent   + Casual Dining   + Fine Dining   + Bars   + Nightclubs * Additional Channels: As and when commercially available, Client will have the option to add additional channels at an additional charge   Geography(ies):   * 9 Census Divisions   + Pacific   + Mountain   + West North Central   + West South Central   + East North Central   + East South Central   + New England   + Mid-Atlantic   + South Atlantic * 6 Major Markets   + Boston   + Chicago   + Dallas   + Denver   + Los Angeles   + New York * 10 Additional Major Markets   + Washington DC   + Houston, TX   + Philadelphia, PA   + Atlanta, GA   + Nashville, TN   + Phoenix, AZ   + San Diego, CA   + New Orleans, LA   + Las Vegas, NV   + Miami, FL   + Tampa, FL   + San Francisco, CA   + Seattle, WA * 15 States   + Texas   + Colorado   + Arizona   + Nevada   + Tennessee   + Louisiana   + Ohio   + Pennsylvania   + North Carolina   + Washington   + Georgia   + Florida   + New York   + Illinois   + California * Additional Geographies: As and when commercially available, Client will have the option to add additional geographies at an additional charge   Facts:   * Product Class Weighted Distribution * Spirits Quality Price Tier * All available key performance facts, at all current product hierarchy levels from product group to total market * Sales Dollars * Sales Units * Velocity * Distribution * Price   Periods:   * Frequency of Updates: Every 4 weeks (reporting aligned to 13 x 4 week periods) * Back data: Up to 3 years rolling history.   Access:   * Self-serve access through Connect applications Excel Reports * PPT Reports * ~~AOD Access~~ |
|  | **On Premise User Survey (OPUS)** - survey 15,000 On Premise consumers aged 21+. It has national coverage and is nationally representative by age and gender. The survey runs online twice a year to explore consumer’s out of home experience and usage   * Nationally representative survey based on age and gender by state – results can also be viewed by income, race, occupation, frequency of visits and many other factors * Ability to add client specific, custom questions   **3 Custom Project: (RFP Report)**   * Track and explore key market narratives * Build compelling sales stories to arm Brand and Sales teams to take to the market * Highlight brand-fit with the leading On Premise retail chains (where available) and detailed sub-channel narratives for independent concepts * Sizing of the most valuable channels for brands & categories * Creative upselling opportunities and menu pricing insights by brand & category   **Distilr 360 CORE or PRO** – Unlimited Access for 5 or 10 users.  1 Key Trends Report (These are conference ready decks that explore the key trends of the moment. The trends are based on hot topics in the industry at the time, so change with each survey. Delivered Bi-Annually.  1 Market Overview (important On Premise trends, consumer preferences, visit and drinking habits and brand engagement across all drink categories and important brands)  1 Exec Summaries  survey 15,000 On Premise consumers aged 21+. It has national coverage and is nationally representative by age, gender, and state. Each survey runs online twice a year to explore consumer’s out of home experience and usage)   * Nationally representative survey based on age and gender by state – results can also be viewed by income, race, occupation, frequency of visits and many other factors * Ability to add client specific, custom questions at an additional cost * Delivered Bi-Annually. |
|  | **Channel Strategy** (The study will follow the effective structure used in 2021 and provide insights and clarity for suppliers on where the opportunity for their brands/categories lie and how they need to tailor tactics to win in specific channels) Establish which of these 11 channels best align to your brands and categories; where is most effective to invest resources and what are the key consumer preferences and behaviors within each channel to uncover similarities and differences.  Channels:   * Experiential Bars * Golf Clubs / Carts * Fine Dining Restaurants * Casual Dining Restaurants * Sports Bars * Premium Bars * Music Venues * Casinos * Arenas / Sports Stadiums (concessions) * Airlines / Airports Bars * Nightclubs   Package includes access to Core Report |
| Beer  Spirit  Soft Drinks | **BeverageTrak** (BeverageTrak is a large scale, POS-based, tracking service designed to offer fast turnaround insights and analytics on a local and incredibly granular level)   * A PowerBI based report across key states in the US * Early indicator of On Premise trends * Diagnose the why’s and how’s influencing sales performance of your brands and categories * Delivered weekly with a 12-day lag * Sales over the past quarter * Look at average outlet performance across total sales to provide context |
|  | **Cocktail Core Report:** Provides On Premise teams with a comprehensive overview of the dynamics of the cocktail category, showing which out of the top 30 cocktails have the highest velocity, when and where consumers are drinking them, at what price point and where the opportunities for your brands lie within this space. This will provide suppliers and operators with the first sales led, cocktail insights to shape the cocktail offering, create unique sales stories for brands within cocktails and reduce sales efforts through using measurable insights  **Cocktail Quarterly Tracker:** Quarterly report aids On Premise teams with the essential insights to maintain an effective cocktail strategy. The Excel report will enable you to track all the core metrics from the Core report over time, to ensure you can identify new opportunities and keep track of cocktail performance within the market. Providing the insight and tools to ensure suppliers and operators continue to capitalize on revenue opportunities in the cocktail category |
|  | **Impact Report** |

**Service-Specific Provisions Applicable to On Premise Services**

1. **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. 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.
2. **Consent to use Client Depletion Data.** Client hereby consents to, and provides its authorization for Vermont Information Processing, Inc. (“VIP”) to provide, and NIQ to access and use on an ongoing basis, Client’s wholesaler/distributor depletion data and related retail account data collected, processed and delivered by VIP for the limited purpose of validating output from the On Premise model and related Services, and not for depletion data reporting to third parties. Such Client depletion data will be treated by NIQ with the same degree of care as it accords to its own Confidential Information, but in no event less than a reasonable degree of care.

**Account Resource Services Exhibit**

**(Information Services)**

|  |
| --- |
| Services |
| Two point fifty-five (2.55) – Full Time Equivalent Onshore Support  One (1) – Full Time Equivalent Offshore Support  60% of a Full Time Equivalent or One (1) 60% Part Time Equivalent Analyst, on-site at the Client location  One (1) Vice President  Two (2) Directors  One (1) Associate Client Director) |

**Service Specific Terms for Account Service Resource services:**

1. **Account Resource.** Account Resources Services supplement NIQ’s core business of providing data, information and analytics products and services.The Account Resources listed above (“NIQ Resources”) will provide support to Client in its use of the Services. The Account Resource has knowledge of NIQ’s data, information and/or analytics Services that enable the Account Resource to, without limitation to, assist Client in understanding the named Services in its day-to-day analysis of key Client business issues and queries; troubleshoot and run complicated data and modeling scenarios of NIQ data, information and/or analytics; address Client questions on topics such as NIQ analytic process, data questions, software usage. Client will make its own decisions based on the Account Resource Services provided to Client. NIQ remains solely responsible for supervising the Account Resource, setting hours and wages and other employment related matters.
2. **[optional – include only if committing to on-site support] On-site at Client.** For NIQ Account Resources working at Client’s headquarters, Client will provide office space and routine office support. Except for vacation, sick leave and holidays following NIQ policies, the on-site NIQ Resources will generally be at Client’s headquarters during Client’s normal business hours (headquarters hours).
3. **[optional – only if approved] Satisfaction**. In the event that Client becomes dissatisfied with the services of any on-site NIQ Resource assigned to its headquarters, Client shall advise NIQ of the reasons for its dissatisfaction and afford NIQ a period of not less than 60 days to remedy the causes of Client’s dissatisfaction. Client may request the reassignment of the NIQ Account Resource if the dissatisfaction remains after the sixty (60) day period. In such case, NIQ will assign a different NIQ Account Resource to Client’s headquarters as soon as commercially practical.

**Training Exhibit**

**(Information Services)**

NIQ will provide access to all available self-paced and in-platform digital learning resources for the Services provided under this Agreement during the Agreement’s Term, and the instructor-led training as stated below during Contract Year One only. All training materials (e.g. training reference guides, job aids, videos, etc.) are syndicated. Client specific customization of related training materials, videos, eLearning modules, etc. is subject to then-current book price customization fees.

* + 1. Travel and Expense: Client is responsible for all pre-approved travel and related expenses that the trainer(s) incurred during the execution of training sessions.
    2. Training Cancellation Policy: If training dates are cancelled/changed after finalizing, any trainer expenses incurred will be chargeable to Client.
    3. Additional training is available subject to trainer availability at then-current book prices, plus travel and expenses.

1. Instructor-led Training
2. Topic: [enter topic/name of class]
   1. Class format: [pick one- Multi-Client Virtual, Client Specific Virtual, Client Specific Classroom]
   2. Max number of participants: xx
   3. Number of sessions: xx
   4. Number of sessions per day: xx
3. Topic: [enter topic/name of class]
   1. Class format: [pick one- Multi-Client Virtual, Client Specific Virtual, Client Specific Classroom]
   2. Max number of participants: xx
   3. Number of sessions: xx
   4. Number of sessions per day: xx

**Service Level Agreement Exhibit**

**(Information Services)**

**Services Specific Terms for Service Level Agreement**

[sales to work with Legal to create this exhibit]

**Permitted Client Group/Affiliate Access Exhibit**

Subject to the terms and conditions of this LA and the applicable provisions of the Agreement, the Information licensed under this LA may be used by and/or shared solely with the Client organizational units, business groups, business teams and/or Client Affiliates whose primary activity is in the area of [investment banking][equity research][traditional consultancy][other] OR [identified below:]

**[ADDITIONAL EXHIBITS TBD]**

**(Information Services)**

[Sales to enter per current process/policy]