

APPENDIX F

NIELSEN IQ MATERIALS TERMS AND CONDITIONS

The below terms and conditions (the “Terms”) apply to your receipt and use of NielsenIQ Materials (as defined below) as made available to you (“Client”) by BigGeo Global Inc., for use in combination or conjunction with BigGeo Global Inc.’s services (“BigGeo Services”).

1. Ownership and Intellectual Property Rights

NielsenIQ owns all of its information, data and references (the “Materials”). Client is granted a limited, non-exclusive license to use the Materials internally and within its group of companies, subject to Client ensuring compliance with these Terms by each group company member. For the purpose of this Agreement, a group company member means any parent, subsidiary or affiliate company, of which greater than 50% is owned or controlled by, or under common control of the Client.

2. Use and Disclosure of Information

Subject to the Indemnity by Client in this Agreement and except as otherwise stated Client may use NielsenIQ Materials in the services offered by BigGeo (subject to BigGeo also holding any required licenses from NielsenIQ).

3. Prohibited Use and Disclosure

- (a) No Materials may be disclosed or provided to third parties;
- (b) No Materials may be placed on any retrieval system that may be accessed outside Client’s immediate organization;
- (c) No Materials may be used in any legal proceeding without the prior written consent of a senior member of the NielsenIQ legal department, except in the case of a court order and then only after Client’s having notified NielsenIQ in sufficient time as to allow NielsenIQ to seek protection;
- (d) Neither Materials nor any result or combination thereof with other data, may be downloaded or exported separately from the BigGeo Services and any inclusion of Materials in external materials (as part of the BigGeo Services) must be accurate and accompanied by attribution of NielsenIQ as the source. Materials published externally must be limited excerpts, meaning Materials that are not of such quality or quantity as to have an independent commercial value. Client may not display the Materials in any manner which causes the data to be inaccurate or misleading;
- (e) No Materials may be used in conjunction with generative AI or other artificial intelligence computer or software program, including but not limited to ChatGPT or other similar generative artificial intelligence or large language models.

4. Indemnification by Client

Client agrees to indemnify and hold harmless NielsenIQ, as well as its officers, directors, employees and agents, against any damage (loss) arising from (i) Client’s misuse of Materials or (ii) a third party claim relating to Client’s use or disclosure of Materials.

5. Limitation of Liability

NielsenIQ is not a party to this agreement and NielsenIQ has no obligations or liabilities towards Client in relation to the provision or use of NielsenIQ Materials.

6. Termination

NielsenIQ may terminate Client’s access to Materials in case of a breach of these Terms by Client.

GEOMARKETING LICENSE CONDITIONS

1. License type

As licensor of software and data, NielsenIQ Geomarketing transfers to the licensee the right of use apparent from the relevant agreement/ purchase order/ confirmation. In cases of doubt, only a non-exclusive right will ever be transferred.

If a purpose of use has been defined individually, use is permitted only for that purpose. If a computer program has been defined, with which the data are to be used, or are licensed together with, use is permitted only with that program. This excludes, in particular, the export of the raw data and the copying of the vector graphics as such from the database, where this is not the intended use but would constitute a circumvention of the protection of said data against direct copying. In cases of doubt, the license has the license scope of a Single User - INHOUSE LICENSE pursuant to §§ 2 and 4 of these licensing conditions.

2. Single – and Multi-user license

Unless specified otherwise, or where the license is identified as such for one user, the license applies to one user, i.e. for use of the data on the workstation of one person. Workstation is one computer (PC) or terminal or one user environment (user account or account) segregated by the operating software of the respective computer. Where multiple users can regularly access a workstation when being used as intended, a license is required for each user working with the program. This shall also apply if the users cannot work with the program simultaneously except in cases where one user is absent permanently or for several days and is replaced permanently or for that time by another user. If the license is identified as a multiple license or a license for multiple users, use is limited to the established number of users. Any rental, leasing or lending of the programs or documents, is prohibited. The same applies to any sub-licensing not in accordance with the terms & conditions of use.

3. Viewer License

Permits usage of the geodata for visualizing in the software and in reports; and exporting as a raster image or printing. Does not allow modification of geodata or usage for calculations, routing, aggregation or combination with foreign data.

4. License period

The Client license period is limited to 1 year. After termination of the license period a renewal for an additional 1 year is possible. The right of use shall be limited in time to the license period. Upon termination of the license period, access to Geomarketing Geodata must be denied.

5. License specifications: Inhouse

NielsenIQ Geomarketing grants Client for the term of this agreement the right to use the licensed product in combination or conjunction with BigGeo Services subject to the below described License specifications and restrictions.

If the license acquired is identified as “INHOUSE License” or unless otherwise agreed, the documents created may only be duplicated for company-internal purposes and only made accessible internally. Any further distribution or making the documents created publicly available, and in particular forwarding to third parties, commercial sales or publication in magazines, books or other forms as own work, requires a special license.

Documents containing a significant portion of the data provided in terms of type and scope, may only be created, duplicated or made available via an internal network beyond the workstation in a form in which the reading of the licensed basic data of the graphics or presentations generated, and in particular of vector data, is impossible.

Any further usage has to be agreed and licensed separately from Licensor. Any sublicensing of the Product not integrated into the BigGeo Services is prohibited.

6. Third party products

To the extent the license relates to data stemming from third parties and included in the product, the provisions provided in this section apply in addition. If data delivered with the products from Geomarketing are subject to "Open Source" licenses, these terms & conditions shall not apply to those data. Rather, the licensing conditions of the Open Source license provided here or given with the data shall apply. With Open Source, Geomarketing is the licensor only to the extent Geomarketing holds rights to the Open Source product. If third-party data are included in or delivered with a product licensed by Geomarketing, this is apparent by the labelling in the product description.

At [Geomarketing Sources on individual datasets](#) are details on the sources on which the individual country datasets are partially based.

At [Sources on individual country datasets for maps](#) are details on the sources on which the individual country datasets are partially based.

7. Production licenses

If a third party integrates or modifies the software or data into a derived product of its own, it may create effective licenses to that product only based upon a separate production license issued in writing by Geomarketing.

8. Copies, backups

Within the context of the permitted use, the licensee shall be entitled to make the necessary copies.

This applies in particular also to a backup copy of the installation files and normal backups of the system on which the software is operated or the data processed, but not to availability on multiple computers for alternating use.

Upon termination or resale of the license, and at the end of any tolerated use (Test/ Demo Version), all copies remaining with the licensee must be deleted. In the case of not directly executable, integrated backups of the installed files (Images) this shall apply only in the case of the executable system being restored. The backup copies may only be made accessible internally to the extent necessary.

In this case, the licensee undertakes to confirm deletion in writing to Geomarketing on request and, in cases where there are justified doubts concerning full deletion, furnish further evidence that the deletion in the aforementioned sense has taken place completely.

9. Termination of the license

The license granted may be subject to immediate termination for serious reasons. Serious reasons are, in particular, any grave violation of the limits of the right of use granted, any prohibited distribution or making available to the public of copies of the software or any other prohibited dissemination. All rights of use granted shall lapse in such cases.

10. Warranty

With regards to the licensed data, we warrant their suitability for the typical or contractually presupposed use in combination with the hardware and software required in accordance with the product description in the usual or specified configuration.

We do not warrant nor give a guaranty that data is of a specific accuracy or currency, unless expressly stated in the product description or otherwise agreed. In the event of serious deficiencies or serious deviations in function from the product description, we reserve the right to first improve them within a reasonable period through subsequent delivery or delivery of a patch or update. If such an improvement is not possible, or not within a reasonable period, the customer remains entitled to reduce the price or rescind the contract.

Client authorizes BigGeo to share the following information with NielsenIQ, in order for NielsenIQ to contact Client strictly in relation to the Materials: Client name, contact information, and a copy of the relevant portion of terms agreed

between Client and BigGeo pertaining to the Materials.