

Acoustic Analytics

This Service Description describes the SaaS Product referred to as Acoustic Analytics. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have the meaning given elsewhere in the Agreement.

1. Overview

Acoustic Analytics captures, manages, and analyzes Customer Data to provide information on the digital journey of Customer's visitors/customers and experience across the customer life cycle.

1.1 Acoustic Analytics

Customer may select from the following available offerings of Acoustic Analytics:

1.1.1 Analytics Essentials Edition

Analytics Essentials Edition, available as a monthly subscription, includes the following:

- Digital analytics:
 - Manage digital marketing with web and mobile analytics dashboards and benchmarks, calculate return on investment for each marketing channel, perform ad-hoc analytics on digital properties, and use visitor activity to inform and develop targeted marketing plans.
 - Digital analytics reports that can be tailored to five different industry verticals: Content, Content/Commerce, Financial Services, Travel, or Retail. These reports can further be customized into views that are variations of the out-of-the-box reports. Customer can build ad hoc reports to create new reports against the digital analytics data collected.
- Journey analytics: Visualize customer journeys across devices, channels and touchpoints.
- Session search and replay: View captured mobile and web sessions to understand and resolve customer struggles and application problems.

Included in the subscription fees for Analytics Essentials Edition are the following:

- a. Customer will be provided up to fifty (50) Application IDs (formally known as Client IDs) determined by Acoustic from its assessment on the number of IDs necessary to meet Customer's analytics needs. Additional Application IDs beyond fifty (50) are subject to an additional fee.
- b. Included in the subscription fee are fifty (50) Authorized Users. The Experience Analytics (Tealeaf) Additional Users can be purchased for each additional Authorized User required above the included 50.

An Authorized User must be a unique person given access to the SaaS Product in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.
- c. Journey analytics and Digital analytics features do not have a limitation on number of Authorized Users.
- d. A soft cap of four (4) backward marketing attribution windows per Application ID. Customer can adjust the settings (window duration and attribution logic) for three (3) of the windows, however one (1) has fixed settings of 1-day duration and last-click attribution logic. Customers may request additional marketing attribution windows by contacting support.
- e. Digital Analytics Benchmark, as applicable, per Application ID (Client ID).
- f. Digital Analytics Export, as applicable, per Application ID (Client ID).
- g. Stored "Report Data" per Application ID includes standard reports and dashboards that the SaaS Product processes. The SaaS Product shall store the Customer's ad-hoc reports for eight hundred (800) days from the last date of the reporting period defined in the report. This report roll-off will also affect custom report views. Note: Top Line metrics data and segments applied to Top Line metrics will be kept for the duration of the term.

- h. Eight hundred (800) days total of digital analytics report data.
- i. Two (2) days total of session replay data retention.
- j. Storing any data sent to Analytics for 800 days.
- k. Journey analytics reports are stored for 800 days from the last date of the reporting period defined in the report.
- l. Acoustic Exchange Essential Edition, a data source and tag management for Acoustic Analytics
- m. Acoustic Analytics Essentials Edition Test Application IDs (Client IDs)

Customer will be provided a total of one (1) Application ID for testing purposes in a non-production environment (referred to as "Test Application ID"). Customer can request additional Test Application IDs, up to a total of ten (10) per Customer, by contacting Technical Support. Test Application IDs are limited to 100,000 Server Calls per day. Acoustic may stop collecting data on a Test Application ID immediately if more than 100,000 Server Calls are received in a single day. Because Test Application IDs are intended for test purposes only, the features enabled are limited, and the data collected and processed for these IDs will be retained for a maximum of five (5) weeks. Customer can access reporting on Test Application ID data through Acoustic Analytics. Visitor registration data is not available in Test Application ID reports. Test reports are deactivated and all test data deleted if either of the following occurs: (a) no user logs into the Test Application ID for thirty (30) consecutive days or (b) no data is sent to the Test Application ID for thirty (30) consecutive days. After six (6) consecutive months of inactivity, a Test Application ID will be deleted.

- **Analytics Essentials Edition Digital Analytics Functionality**

Digital Analytics subscribers whose immediately preceding Subscription Period was under the Digital Analytics SD will have continued access to the standard Digital Analytics features available under the Digital Analytics SD until the sooner of (a) the expiration or termination of Customer's Acoustic Analytics subscription, or (b) Acoustic's withdrawal of the Digital Analytics offering from market. This continued access will be through the existing Digital Analytics user interface. Customers who had current subscription entitlements to additional Explore Report Credits, Digital Analytics Report Segments or Attribution Windows via explicit add-on service parts will have continued access to those features at the same entitlement level until the sooner of (a) the expiration or termination of Customer's Acoustic Analytics subscription, or (b) Acoustic's withdrawal of the Digital Analytics offering from market. Specifically, extra Report Segments and Attribution Windows will remain accessible in the Digital Analytics user interface and Customer will be able to create unrestricted user defined reports from the Acoustic Analytics user interface.

1.1.2 Analytics Standard Edition

Analytics Standard Edition includes all the capabilities, report data, Authorized Users, and Test Application IDs of Analytics Essentials Edition, plus increased Experience Analytics report data and data retention:

- Experience Analytics behavioral and usability analytics: Reporting on behavioral and usability (heatmaps) data from mobile and web applications, interactions, device information, and user content that is captured and sent to Analytics Standard Edition.
- Cognitive struggle analytics: Automatically detect struggle, alert, learn, and allow the Customer to adjust thresholds on mobile and web application pages designated by the Customer.
- Three hundred sixty-five (365) days total of behavioral report data.
- Seven (7) days total of session replay data retention.
- Thirty (30) days total of usability (heatmaps) data retention.

Included in the subscription fees for Standard Edition are the following:

- Acoustic Experience Analytics (Tealeaf) SaaS
- Acoustic Experience Analytics Overstat SaaS

1.1.3 Analytics Premium Edition

Analytics Premium Edition includes all the capabilities, Test Application IDs, report data, Authorized Users, and data retention of Analytics Standard Edition, plus increased data retention and the following functionality:

- LIVEmail
- Digital Data Feed
- Multichannel
- Fourteen (14) days total of session replay data retention.
- Ninety (90) days total of usability (heatmaps) data retention.

1.2 Optional Services

1.2.1 Analytics Session Replay Data Retention Extension

The Session Replay Data Retention Extension provides the option for the Customer to retain stored data elements for an extended length of time. Session Replay Data Retention Extension is available in the following increments, added onto the base Analytics Essentials Edition, Analytics Standard Edition, or Analytics Premium Edition session replay data retention:

- Seven (7) additional days
- Fourteen (14) additional days
- Twenty one (21) additional days
- Forty nine (49) additional days
- Seventy seven (77) additional days
- One hundred and five (105) additional days

1.2.2 Analytics LIVEMail

This SaaS Product allows Customer to create visitor segments and push these segments to a list of certified E-Mail Service Providers (ESPs) to execute targeted e-mail campaigns.

1.2.3 Analytics Digital Data Feed

This SaaS Product provides a data feed configuration and activation module deployed within the Digital Analytics Export application. This service allows Customer to directly specify and schedule a daily data export that includes the Customer's raw data available in the SaaS Product. The data export deliverable consists of multiple files (as selected by the Customer from the Digital Analytics Export user interface) of a defined format containing specific information about each Visitors' page view, product view, shop, order, registration, and other tracked activities for the prior day

1.2.4 Analytics Multichannel

This SaaS Product provides three additional data importation solutions, as follows:

- Multichannel Import
- Visitor Registration Fields Import
- Data Extensions Import. The number of Data Extension Imports entitled per Application ID is specified in the Customer's Transaction Document.

1.2.5 Experience Analytics Network Capture

This add-on provides the option for customer to send its network traffic data to Experience Analytics (Tealeaf) SaaS for additional customer insights. This add-on supports passive capture of network traffic for all user sessions and allows Customer to configure and evaluate events that track network and sever errors and monitor performance issues that affect user experience. In addition, Customer can drill down into individual sessions to evaluate the HTML request and response data to understand the root cause of customer struggle. This solution requires Customer to install and maintain a light set of on-premise infrastructure needed to forward network traffic to Experience Analytics SaaS.

Included with this add-on are the following:

- 7 calendar days of rolling Network Capture Data.
- Passive Capture Application that captures all requests and response of the web application.
- Data Transport Application that processes the request and response data, filters or encrypts sensitive data and routes the data to the Analytics Behavioral Analytics offering.

1.2.6 Experience Analytics Capture Data Retention Extension

This extension provides the option for Customer to retain certain stored data elements for an extended length of time and is available in the following increments, added to the base Experience Analytics Network Capture Data Add-On retention period of 7 days:

- Additional 7 calendar days rolling retention of Network Capture Data for a total maximum of 14 days of rolling Reporting Capture Data storage.
- Additional 14 calendar days rolling retention of Network Capture Data for a total maximum of 21 days of rolling Reporting Capture Data storage.
- Additional 21 calendar days rolling retention of Network Capture Data for a total maximum of 28 days of rolling Reporting Capture Data storage.
- Additional 49 calendar days rolling retention of Network Capture Data for a total maximum of 56 days of rolling Reporting Capture Data storage.
- Additional 77 calendar days rolling retention of Network Capture Data for a total maximum of 84 days of rolling Reporting Capture Data storage.
- Additional 105 calendar days rolling retention of Network Capture Data for a total maximum of 112 days of rolling Reporting Capture Data storage.

1.2.7 Experience Analytics Data Export

Session export provides the capability to export sessions based on defined criteria. Customer can export sessions in different formats depending on Customer use cases. Customer can conduct data analysis using Analytics Behavioral Analytics raw session data download. In addition, Customer can facilitate resolution of various use cases that require long-term records of online interactions, as Customer can upload the exported file back into the Experience Analytics UI for session replay. Customer can schedule, manage, and monitor the export tasks.

Included in the subscription fee for this add-on is the following:

- Export capability of Experience Analytics Data within the purchased Analytics Behavioral Analytics retention period.
- Three (3) additional calendar days retention of the exported data in Acoustic Cloud Object Storage. Customer must obtain separate storage capacity in order to retain exported data longer than the three (3) additional days.
- This add-on is limited to one million Interactions. For purposes of this add-on, the size of exported data is defined as an "Interaction" where the maximum size of an Interaction of exported data is 20 MB. Interactions that exceed 20MB will be rounded up to the next 20MB increment and count towards Customer's total monthly Interaction limit. Overage fees will be charged should Customer exceed its total entitled Monthly Million Interactions.

1.2.8 Digital Analytics Impression Attribution

A solution that allows Customer to track content views by visitors not on the Customer's own website to understand how marketing impressions (e.g., display banner advertisements, widgets, syndicated videos, micro-sites, etc.), impact conversions on their website.

1.2.9 Digital Analytics Retention Extension

This extension provides the option for Customer to retain certain collected data and reports for an extended length of time:

- additional 12 months retention of Analytics Digital Analytics data, as applicable.
- additional 12 months retention of Analytics Digital Analytics reports, as applicable.

1.2.10 Additional Application IDs (Client IDs) for Digital Analytics

Additional Application IDs beyond those included in base subscription may be purchased in the following increments: 10, 20, 40, 80, 160, 320.

1.3 Professional Services

1.3.1 Acoustic Analytics Onboarding – Platform

Analytics Onboarding – Platform is a mandatory setup service which is a combination of provisioning process assistance, product configuration assistance, and product consulting activities to enable the use of Acoustic Analytics. A Product Consultant and a Project Manager are assigned to work with a Customer representative through the process, including advice and guidance on the implementation. This Services offering provides the means for Customers to gain value quickly and enable Customers to derive ongoing value. The Service is remotely delivered and is to be consumed within ninety (90) days of provisioning unless the Customer requests a delay in start date. This Service include:

- **Project Management:** The assigned Acoustic Project Manager will work with a Customer representative through the process. The Project Manager will help organize Acoustic and Customer resources to a well-defined timeline for onboarding, with the primary goal of the program to enable Customer resources through a series of use-case exercises on Data Capture for Replay and formal training.
- **UI Capture and Replay:** The Acoustic Product Consultant will guide Customer through UI Capture configuration, data validation, best practices deployment, privacy masking, initial replay, and other topics as necessary. By the end of the engagement, the Customer should be capable of deploying UI Capture successfully in future website releases. Customer enablement for Capture and Replay is for one Customer use-case for one website by brand domain and up to 5 webpages.
- **Digital Analytics Tagging:** The Product Consultant will also advise on the implementation of Digital Analytics tags for one (1) website by brand domain or one (1) mobile application
- **Journey Configuration:** The Product Consultant will assist in configuring and validating Acoustic Exchange for Journey Analytics and review the configuration with the Customer team.
- **Analytics Reporting and Configuration:** The Product Consultant will enable the Customer's business and analytics resources by taking them through a series of exercises to document goals feasible for one onboarding use-case. Onboarding is limited to one use case, but the principles are applicable to other use cases which may be developed in the future. Examples can include, but are not limited to:
 - a) Funnel report for a use case up to five steps—i.e. checkout, registration, or quote process.
 - b) Abandonment reports for a step of the above use case—segmented by various user/customer attributes like browser, user type, operating system, and platform.
 - c) Struggle reports for a step of the use case—i.e. add items to cart but cart emptied out erroneously.
 - d) Error Messages reporting on user/customer or system/application errors and impact of completing the process.
 - e) Overstat attribute configuration to allow for enhanced heat map or form field analytic reporting on browser, and platform.

A transition to Support and Customer Success meeting is conducted as well as a project review, from which the project closes and a transition to Ongoing Services begins.

1.3.2 Acoustic Analytics Onboarding - Replay, Privacy, and Analytics Sneak Peak (1 of 3)

Analytics Onboarding - Replay, Privacy, and Analytics Sneak Peak is an optional onboarding service to the mandatory Acoustic Analytics Onboarding - Platform service with onboarding activities supporting Experience Analytics. The Service is remotely delivered and is to be consumed within ninety (90) days of provisioning unless the Customer requests a delay in start date.

An Acoustic Product Consultant will enable Customer resources by taking them through UI Capture configuration, data validation (including tools and how to use them), Best Practices deployment, privacy masking, initial replay, and other topics as necessary. By the end of the engagement, the Customers resource(s) should be capable of deploying UI Capture successfully in future website release. Customer enablement in Data Capture and Analytics for one Customer Use-Case for one (1) website by brand domain using 3 webpages.

1.3.3 Acoustic Analytics Onboarding - Experience Analytics Eventing and Reporting (2 of 3)

Analytics Onboarding - Eventing and Reporting is an optional service to the mandatory Acoustic Analytics Onboarding – Platform service with onboarding activities supporting Experience Analytics, Digital Analytics, and Journey Analytics. The Service is remotely delivered and is to be consumed within ninety (90) days of provisioning unless the Customer requests a delay in start date. This Service also requires Customer to purchase Analytics Onboarding – Replay, Privacy, and Analytics Sneak Peak (1 of 3).

An Acoustic Product Consultant will enable the Customer's Business and Analytics resources by taking them through a series of exercises to document goals feasible for the Onboarding use-case and determine which goals can be accomplished in regards to Replay and in the time available. Onboarding is limited to one use case but the principles are applicable to other use cases which may be developed in the future. Examples can include but are not limited to:

- Funnel report for a use case up to five steps–i.e. checkout, registration or quote process.
- Abandonment reports for a step of the above use case–segmented by various user/customer attributes like browser, user type, operating system, and platform.
- Struggle reports for a step of the use case–i.e. add items to cart but cart emptied out erroneously.
- Error Messages reporting on user/customer or system/application errors and impact of completing the process.
- Overstat attribute configuration to allow for enhanced heat map or form field analytic reporting on browser, and platform.

1.3.4 Acoustic Analytics Onboarding - Use of Digital Analytics Data (3 of 3)

Analytics Onboarding: Use of Digital Analytics Data is an optional service to the mandatory Acoustic Analytics Onboarding – Platform service with onboarding activities supporting Digital Analytics and Journey Analytics. The Service is remotely delivered and is to be consumed within ninety (90) days of provisioning unless the Customer requests a delay in start date.

Digital Analytics Tagging: The Product Consultant will advise on the implementation of Digital Analytics tags for one (1) website by brand domain or one (1) mobile application

Journey Configuration: The Product Consultant will assist in configuring and validating Acoustic Exchange for Journey Analytics and review the configuration with the Customer team.

1.3.5 Acoustic Analytics Onboarding - Experience Analytics Native Mobile App Integration

This Service provides up to 100 hours of handheld native application integration for either Android or IOS with one (1) Customer native application. An Acoustic Product Consultant will work with Customer's native application resources to deliver a software development kit (SDK) setup and instrumentation designed for data capture for Experience Analytics.

Additional quantities of this Service may be purchased if integration is required for multiple or additional Customer Android or iOS native applications.

Activities include:

- Advise and Assist customers in deploying native Experience Analytics SDK on iOS or Android applications.
- Provide sample code to show case sample applications that demonstrate how to integrate and use the library.
- Advise and assist customers in extracting images from their iOS or Android app for replay using UIImage tool/Android image capture tool.
- Advise and assist customers in extracting dynamic images from their iOS or Android app for replay using Experience Analytics target simulator.
- Advise and assist in utilizing Experience Analytics native templates for replay configuration of one use case i.e one flow up to 3 views.
- Advise and assist in uploading images to Experience Analytics.
- Advise and assist in deploying Experience Analytics to capture web views.

- Enable Customer resources in setting up Experience Analytics (events and reports) for one use case.

This is a remotely delivered service. All hours must be used within 90 days of project start as noted by Acoustic and defined during an initial kick-off meeting.

1.3.6 Acoustic Analytics Workshop - Choice of Topic for Assessment or Advisement

This remotely delivered service provides up to 48 hours of Analytics consulting coordinated with the Customer's business team(s) and analytics resources to provide any one of the following:

- High-level analysis to gain a broad understanding of conversion performance on a Customer website, establish baselines for key site performance metrics, provide insight into visitor behavior, and identify opportunities to improve site performance at key conversion points.
- Help determine effectiveness of page or page type (maximum of 30 pages of a single page type), chosen by Customer, including but not limited to the home page, marketing landing pages, product pages, or product category pages.
- Provide a comprehensive health check of Customer's baseline analytics tagging.
- Analytics consulting, best practices analysis, and recommendations coordinated for an identified checkout process. The analysis requires that page view tags containing unique page identification values be implemented on each page in the checkout process prior to the engagement.
- Best practices analysis and recommendations for Customer's identified conversion process. Requires that Customer's pages involved in the identified process be tagged with unique page identification values prior to the engagement.
- Help determine how a new design, enhancement, or application has impacted pathing, visitor experience, and overall site performance. This analysis is dependent on the availability of necessary reporting and metrics within Acoustic Analytics before and after site changes. Preconditions to be used in the analysis must be provided by the Customer during the initial kick-off and include date ranges, specific changes planned, and any tagging/tracking necessary to view these changes within the specified Acoustic Analytics ID.
- Review of best practices and use-case specific recommendations for updating Customer's Analytics Category Definition File (CDF). The workshop does not involve updating the CDF by Acoustic, Customer remains responsible for the actual updating or implementation.
- Recommend strategic tagging updates.

Customer remains responsible for the actual updating or implementation of recommendations.

This is a remotely delivered service. All hours must be used within 30 days of project start as noted by Acoustic and defined during an initial kick-off meeting.

1.3.7 Acoustic Analytics Flex Services – Essentials

The Analytics Flex Services – Essentials is the recommended service for all customers with an Acoustic Analytics Essentials subscription. This Service provides access to Acoustic services team members with the varied skills needed to support the entire customer journey from developing marketing strategy to best practice configuration, system health, and managed services.

The Service comes with bucket of 285 consulting hours. These hours can be used for tasks to include onboarding, UI Capture configuration, data validation (including tools and how to use them), Best Practices deployment, privacy masking, initial replay, configuration of analytics tags, configuration and maintenance of Journey Analytics, development of eventing and reporting to support customer use cases, managed services to facilitate staff augmentation in the use of the products, education, best practices, or project management.

These hours can be transferred to perform Strategic Services using a conversion formula (Consulting Hours x 0.82 = Strategic Service Hours). Strategic Service hours can be used for building a strategic marketing roadmap, marketing industry best practices, and overall organizational health assessments.

The service is provided remotely and must be consumed within 365 days of project kickoff.

1.3.8 Acoustic Analytics Flex Services – Standard

The Analytics Flex Services – Standard is the recommended service for all customers with an Acoustic Analytics Standard subscription. This Service provides access to Acoustic services team members with

the varied skills needed to support the entire customer journey from developing marketing strategy to best practice configuration, system health, and managed services.

The Service comes with bucket of 585 consulting hours. These hours can be used for tasks to include onboarding, UI Capture configuration, data validation (including tools and how to use them), Best Practices deployment, privacy masking, initial replay, configuration of analytics tags, configuration and maintenance of Journey Analytics, development of eventing and reporting to support customer use cases, managed services to facilitate staff augmentation in the use of the products, education, best practices, or project management.

These hours can be transferred to perform Strategic Services using a conversion formula (Consulting Hours x 0.82 = Strategic Service Hours). Strategic Service hours can be used for building a strategic marketing roadmap, marketing industry best practices, and overall organizational health assessments.

The service is provided remotely and must be consumed within 365 days of project kickoff.

1.3.9 Acoustic Analytics Flex Services – Premium

The Analytics Flex Services – Premium is the recommended service for all customers with an Acoustic Analytics Premium subscription. This Service provides access to Acoustic services team members with the varied skills needed to support the entire customer journey from developing marketing strategy to best practice configuration, system health, and managed services.

The Service comes with bucket of 900 consulting hours. These hours can be used for tasks to include onboarding, UI Capture configuration, data validation (including tools and how to use them), Best Practices deployment, privacy masking, initial replay, configuration of analytics tags, configuration and maintenance of Journey Analytics, development of eventing and reporting to support customer use cases, managed services to facilitate staff augmentation in the use of the products, education, best practices, or project management.

These hours can be transferred to perform Strategic Services using a conversion formula (Consulting Hours x 0.82 = Strategic Service Hours). Strategic Service hours can be used for building a strategic marketing roadmap, marketing industry best practices, and overall organizational health assessments.

The service is provided remotely and must be consumed within 365 days of project kickoff.

1.3.10 Acoustic Product Consulting per Hour - Analytics/Personalization

Product Consulting is a remotely delivered service where hours can be used to plan an implementation, design an Acoustic solution, manage an Acoustic project, or configure an Acoustic product. Minimal order of 30 hours is required. Any travel expenses will be paid by Customer and will be authorized through a Statement of Work.

1.3.11 Acoustic Strategic Account Direction per Hour - Analytics/Personalization

Strategic Account Direction is a remotely delivered service where hours can be used to build a strategic marketing roadmap, apply marketing industry best practices, conduct an overall organizational health assessment, or work directly with Customers to determine specific strategic focus within a Customer's use of Acoustic solutions and their extended ecosystems. Minimal order of 30 hours is required. Any travel expenses will be paid by Customer and will be authorized through a Statement of Work.

1.3.12 Acoustic Analytics Partner Support Services

Analytics Partner Support Services provides a bucket of 20 hours for Acoustic partners to gain knowledge, expertise, and assurance in the execution of an Acoustic Services project. This Service is available worldwide and is delivered in English.

1.3.13 Acoustic Analytics Account Direction Annual Services – Light

Analytics Strategic Account Direction - Light is a remotely delivered service. An Acoustic Account Director will work with the Customer throughout the engagement to introduce appropriate consideration, management, and commitment into each initiative discovered in scoping the Acoustic solution and extended Customer ecosystem.

This Service is a twelve (12) month engagement with reviews, recommendation sets, and an estimated six (6) hours per week of regular interaction. Acoustic will provide continued strategic advice and direction in support of short and long-term goals and business objectives. Acoustic will develop and maintain a

comprehensive Strategic Project Matrix with reference to strategic work efforts aligned with the use of Acoustic solutions.

Key focus areas for Customers can include: Acoustic ecosystem and data flow review and recommendations; sharing best practices in marketing channels, operations, and governance; developing and executing against a strategic roadmap promoting Customer advancement with the Acoustic platform; developing, leveraging, and delivering on KPIs and overall analytics.

The Acoustic Account Director will work directly with Customer to determine specific strategic focus within Customer's use of Acoustic solutions and their extended ecosystems. Quarterly assessments will be conducted. Any travel expenses will be paid by the Customer and will be authorized through a Statement of Work.

1.3.14 Acoustic Analytics Account Direction Annual Services

Analytics Strategic Account Direction - Light is a remotely delivered service. An Acoustic Account Director will work with the Customer throughout the engagement to introduce appropriate consideration, management, and commitment into each initiative discovered in scoping the engagement with the Acoustic solution and extended Customer ecosystem.

This Service is a twelve (12) month engagement with reviews, recommendation sets, and an estimated six (6) hours per week of regular interaction. Acoustic will provide continued strategic advice and direction in support of short and long-term goals and business objectives. Acoustic will develop and maintain a comprehensive Strategic Project Matrix with reference to strategic work efforts aligned with the use of Acoustic solutions.

Key focus areas for Customers can include: Acoustic ecosystem and data flow review and recommendations; sharing best practices in marketing channels, operations, and governance; developing and executing against a strategic roadmap promoting Customer advancement with the Acoustic platform; developing, leveraging, and delivering on KPIs and overall analytics.

The Acoustic Account Director will work directly with Customers to determine specific strategic focus within a Customer's use of Acoustic solutions and their extended ecosystems. Quarterly assessments will be conducted. Any travel expenses will be paid by the Customer and will be authorized through a Statement of Work.

1.3.15 Acoustic Analytics Product Consulting - Bronze

This service provides up to 50 hours of remotely delivered managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of Customer. Standard turnaround for managed services is 5 business days for standard single mailing events. Some activities may require longer production cycles. This service must be consumed within 6 months of purchase.

1.4 Analytics Classic Products

1.4.1 Analytics Classic Product Recommendations

Analytics Product Recommendations offers the following capabilities as part of the Acoustic Personalization product:

- Automates and optimizes the process of making personalized product suggestions on Customer's website, in Customer's email campaigns and other marketing channels.
- A business rules management component allows Customer to fine tune the final product recommendations made by the solution's affinity algorithms.
- An included A/B testing component facilitates A/B/C & D split tests to determine the relative impact different product recommendation offer strategies have on site visitor conversions.

2. Service Levels

2.1 Service Level Agreement

Acoustic provides the Customer with the following availability service level agreement (SLA). Acoustic will apply the highest applicable compensation based on the cumulative availability of the SaaS Product as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and

how to contact Acoustic regarding service availability issues are in Acoustic's SaaS support overview at acoustic.com/acoustic-terms/.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3. Charges

3.1 Charge Metrics

The following Charge Metrics apply to this SaaS Product:

- “Event” means an occurrence of a specific Customer Experience Event (CX Event) that is processed by or related to the use of the SaaS Product.
“CX Events” mean a "moment in time" associated with a Customer, and acts as a unifying measurement for the SaaS Product. These can be thought of as acts associated with a time dimension value that defines the "when" of their occurrence (usually at minimum date, if not time date stamp). There are three types of CX Events: a Journey Event, a Behavior Event, or a Digital Event.
 - A **Journey Event** means a marketing interaction or event received via the APIs directly into the SaaS Product that is associated with a unique Entity ID, time date stamp, or name/description. One million CX Events is equal to four million Journey Events.
 - An **Experience Event** means a digital interaction with an application captured by the SaaS Product, either at the network level (such as a request and response pair ["Hit"] over http or https) or otherwise. One million CX Events is equal to one million Behavior Events.
 - A **Digital Event** means a Server Call. A “Server Call” means data passed to and processed by the SaaS Product as a result of a tagged event, initiated by a tracked visitor for one Entity ID. A Server Call processed by different Entity IDs will be counted as a unique Server Call for each unique Entity ID. An Entity ID separates and/or controls access rights to data in the SaaS Product which may encompass processed data from one or more Customer web sites. One Million CX Events is equal to five Million Digital Events.
- **Engagement** means a professional or training service related to the SaaS Product.
- **Marketing Impressions** means each occurrence of an advertisement or banner displayed on a web page managed or processed by the SaaS Product.
- **Interactions** means a unit of measure by which the SaaS Product can be obtained. An Interaction is a digital interaction with an application captured by the SaaS Product, either at the network level (e.g., a request and response pair ("Hit") over http or https) or otherwise. Customer’s order must cover the number of Interactions processed during the measurement period specified in Customer's PoE or Transaction Document.
- **Server Call** means data passed to and processed by SaaS Product due to a tagged event initiated by a tracked visitor.

4. Additional Terms

4.1 Data Retention

Specific data elements shall be available within the SaaS Product as follows:

- Web analytics report data for 800 days; behavioral report data for 365 days.
- Two (2) days total of session replay data retention for Analytics Essentials Edition.
- Seven (7) days total of session replay data retention, and thirty (30) days total of usability analytics (heatmaps) data retention (the "Data Retention Period") for Analytics Standard Edition.

- Fourteen (14) days total of session replay data retention, and Ninety (90) days total of usability analytics (heatmaps) data retention (the "Data Retention Period") for Analytics Premium Edition.

These data elements may be removed from Acoustic's network and systems after the Data Retention Period has expired, and in any event, Acoustic may destroy all copies of these data elements and any other related Customer Data, 30 days following termination or expiration of the Agreement.

4.2 Links to Third Party Websites or Other Services

If Customer or a SaaS Product User transmits content to a third party website or other service that is linked to or made accessible by the SaaS Product, Customer and the Acoustic User provide Acoustic with the consent to enable any such transmission of content, but such interaction is solely between Customer and the third party website or service. ACOUSTIC MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ABOUT SUCH THIRD PARTY SITES OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE AND ACOUSTIC SHALL HAVE NO LIABILITY FOR SUCH THIRD PARTY SITES OR SERVICES.

4.3 Digital Analytics Benchmark Service

Although the Benchmark Services are a standard part of the SaaS Product, participation is optional. Customer may elect not to participate by contacting Technical Support. Customer understands that for Acoustic to provide any Benchmarking Services, Acoustic must prepare, access, process and analyze Summary Data regarding Acoustic Customers, and use Customer's Summary Data to populate the Aggregate Data used in each Acoustic Benchmarking Service. Acoustic shall not disclose to any third party nor make publicly available any of Customer's Summary Data in a fashion that identifies Customer or its product brands or trademarks, or any Visitor. Subject to the foregoing, in connection with providing Acoustic Benchmarking Services nothing in this Agreement will restrict Acoustic from: (i) adding Customer's Summary Data to other Customer's Summary Data to create the pool of Aggregate Data, using Customer's Summary Data to access or analyze Aggregate Data, or disclosing or using such Aggregate Data; or (ii) using Customer's Summary Data to provide Services to Customer and enable Customer to participate in the Acoustic Benchmarking Service. Under no circumstances shall Customer's Summary Data be disclosed except as may be pre-approved by Customer in writing. Customer shall not, without Acoustic's prior written consent, distribute or otherwise provide access to any Acoustic Benchmarking report or its contents, or any Summary Data or Aggregate Data provided to Customer, to any third parties, except for such advisors and contractors as may be retained in connection with Customer's use of Services and in each case subject to a confidentiality agreement in form similar to the confidentiality clause of the Agreement. Acoustic Benchmarking reports and their contents and the Aggregate Data are the property of Acoustic and are Acoustic's Confidential Information as set forth in the confidentiality clause of the Agreement. Customer may provide its employees and consultants with copies of and access to an Acoustic Benchmarking Service report provided such persons are advised of their obligation not to distribute such report or its contents to third parties.

- Summary Data** means certain key performance indicator metrics of a single Acoustic customer.
- Aggregate Data** means all Summary Data from each Acoustic customer participating in an Acoustic Benchmarking Service including a Subvertical thereof.
- A **Subvertical** means a group of not fewer than four (4) customers who participate in an Acoustic Benchmarking Service where each member of each Subvertical is engaged in a similar field of business based on products sold and markets targeted (e.g., apparel, jewelry, office supplies, etc.).

4.4 Safeguard Liability

Acoustic retains the right to enforce the following rules to maintain the quality and integrity of the SaaS Product. Customers of the Acoustic Analytics solution will be made aware of any corrective actions taken by Acoustic as outlined below.

4.4.1 Holiday Readiness

Due to the versatility of traffic volumes during the two holiday periods of (a) the day after Thanksgiving through the Monday after Thanksgiving, and (b) December 24th and 25th, Customer will be required to provide volume projections for the holiday period by the requested deadline each year. Acoustic will show reasonable care to work with Customer to address these projections using best practices. Customers that

underestimate their volume projections for the holiday period by twenty percent (20%) or more will be subject to one or more corrective action measures.

4.4.2 Data Size Limits

The Experience Analytics SaaS Product is limited to one million Interactions monthly. The size of data is defined as an "Interaction" where the maximum size of an Interaction of data is 2 MB. Interactions that exceed 2 MB will be rounded up to the next Interaction increment and count towards Customer's total Interactions per month. Customers whose interactions exceed 2 MB would be subject to one or more corrective actions. Overage fees will be charged should Customer exceed their total limit of Interactions per month. Note: Data Size Limits do not pertain to Hybrid customers.

4.4.3 Corrective Action Measures

The following corrective action measures may be taken:

- a. Throttling: throttling is the action of sampling data collection.
- b. Stoppage: The action of completely prohibiting all customer data from entering the Analytics Cloud infrastructure.
- c. Data Element Modification: Modifying Data Elements (Behavioral Events, Hit Attributes, Step Attributes, Session Attributes) to correct data inaccuracies.
- d. SLA Credits will not be provided to customers that do not adhere to the Holiday Readiness Guidelines and Procedures.

4.5 Data Smoothing Charges

If actual usage of Acoustic Analytics during the measurement period exceeds the entitlement specified in the PoE, Customer will be charged as of the date the overage occurs through the end of the term as specified in the Transaction Document. Such overage charges are due in addition to the base monthly entitlement charge.

If actual Usage of the SaaS Product during a twelve-month subscription period exceeds twelve (12) times the entitlement specified in the Agreement, then Customer will be invoiced for the overage in accordance with the overage rates specified in the applicable Transaction Document.

4.5.1 Data Smoothing Charges

For Analytics SaaS Products, if the subscription period is greater than 12 months, the aggregate total number of entitlements will be based on 12 monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next 12 monthly measuring periods will not be due until the actual interaction usage exceeds the total number of entitled interactions in aggregate for such 12 monthly measurement periods.

In the event Customer is leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

If a subscription period is less than 12 months or less than 12 monthly periods remain in a subscription period, the number of monthly entitlements remaining in a subscription will be used for the total number of entitled interactions in aggregate.

Example

Customer has a 12-month subscription period and has acquired 100 CX Events under the Analytics Standard entitlement. If Customer registers more than 1,200 CX Events before the end of the 12-month subscription period, Customer will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears till the end of the subscription period.