Acoustic Exchange

This Service Description describes the SaaS Product referred to as Acoustic Exchange. 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 Exchange provides the ability to selectively exchange single-event, audience, and identity data between applications in order to provide a consistent experience for Customer’s visitors/customers.

1.1 **Acoustic Exchange**
Customer may select from the following available offerings of Acoustic Exchange:

1.1.1 **Exchange Essentials Edition**
Exchange Essentials Edition provides data syndication options utilizing Acoustic Application(s) and Partner Applications (as defined in Section 4.2 below). Included in the Exchange Essentials Edition is the following:
- Data syndication between Acoustic Application(s). Acoustic Application to Acoustic Application does not require any Application Data Syndication volume.
- Application connectivity for Acoustic Application(s) and Partner Applications.
- 25 million monthly data syndication Events (as defined in Section 4.3 below) between Acoustic Application(s) and Partner Applications. Data syndication Events include single event and audience segments.

1.1.2 **Exchange Standard Edition**
Exchange Standard Edition provides all the capabilities of the Exchange Essentials Edition, plus data syndication options utilizing Proprietary Applications (as defined in Section 4.2 below). Included in the Exchange Standard Edition is the following:
- Application connectivity for Acoustic Partner, and Proprietary Application(s).
- 50 million monthly data syndication Events between Acoustic Application(s) and Partner Applications, Partner Applications, or any application and Proprietary Application(s). Data syndication Events include single event and audience segments.

1.2 **Optional Services**

1.2.1 **Exchange Standard Edition AddOn Application Data Syndication**
Exchange Standard Edition provides additional Application Data Syndication volume in million Event increments for providing data syndication between Acoustic Application(s) and Partner Applications, Partner Applications, or any application and Application(s). Acoustic Application to Acoustic Application does not require any Application Data Syndication volume.

1.3 **Acceleration Services**

1.3.1 **Exchange Use Case Consulting Engagement**
Exchange Use Case Consulting Engagement provides consulting services hours to assist and advise on the implementation of Customer use cases that are supported by UBX. The client must register at least two applications in their UBX account. At least one application must be an Acoustic Application.

The consultant will assist with discovery and initial Exchange implementation and set up, and will advise on the implementation of the use case for up to 20 total hours over a 90-day period, beginning on the Effective Date. Proprietary Applications and integrations are not in scope for the Exchange Use Case Consulting Engagement.
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 Product support handbook at acoustic.com/acoustic-terms/.

<table>
<thead>
<tr>
<th>Availability</th>
<th>Credit (% of monthly subscription fee*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9%</td>
<td>2%</td>
</tr>
<tr>
<td>Less than 99.0%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95.0%</td>
<td>10%</td>
</tr>
</tbody>
</table>

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

2.1.1 Service Level Objectives
Exchange Essentials Edition and Exchange Standard Edition provide only the following service level objective, rather than Service Level Agreement set forth in Section 2.1 above. The following service level objectives are a goal and do not constitute a warranty to a Customer. There is no refund, credit, or remedy available to Customer in the event Acoustic does not meet the following service level objectives.

<table>
<thead>
<tr>
<th>Service</th>
<th>Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event processing via APIs</td>
<td>Events will be processed off the message queue within three (3) seconds provided the event is within the Event Payload Limit defined below and the subscribing endpoint is able to receive the data.</td>
</tr>
<tr>
<td>Audience Processing via APIs</td>
<td>Audience APIs are dependent on source and destination response time. The SaaS Product will ensure timeliness only to its best possible effort.</td>
</tr>
<tr>
<td>Re-trying endpoints that are down</td>
<td>Retries are configured to one (1) attempt with time between retries at 100ms.</td>
</tr>
<tr>
<td>Support Ticket Processing</td>
<td>Response times for support tickets vary based on severity. Please refer to the SaaS Support Handbook for details.</td>
</tr>
</tbody>
</table>

3. Charges

3.1 Charge Metrics
The following Charge Metrics apply to Acoustic Exchange:

- Instance means each access to specific configuration of Acoustic Exchange.
- Engagement means a professional or training service related to Acoustic Exchange.
- Event means an occurrence of a specific event that is processed by or related to the use of Acoustic Exchange.

For the purpose of Acoustic Exchange, Events measured solely between Acoustic Applications will not count against Customer's Event Entitlement.

4. Additional Terms

4.1 Exchange Essentials Edition Charges
Exchange Essentials Edition is provided at no subscription cost to Customers. Exchange Essentials Edition provides for data syndication as follows:

- Between two Acoustic Applications
- Between Acoustic Application(s) and Partner Applications (up to 25 million monthly Events)
Other application data syndication options require a subscription to Exchange Standard Edition. If Customer exceeds 25 million monthly data syndication Events between Acoustic Application(s) and Partner Applications, Customer may experience decreased performance.

4.2 Integrated Applications
Exchange recognizes solutions or products integrated with Acoustic Exchange as applications. An application represents a source or a destination for Event, audience, and profile data that is exchanged with Acoustic Exchange. The following three application options are available:

a. Acoustic Application(s)
b. Partner Applications means pre-integrated business partner networks
c. Proprietary Applications means custom applications developed by Acoustic and owned by Customer

Each application may have additional terms governing the use of its data and any commercial implications of that exchange are the responsibility of the data publisher to manage. The terms of Acoustic Exchange and the Agreement do not preclude an application's right to charge for enablement of that endpoint, the data exchanged by that application publisher, or other services or fees associated with data exchanged via Exchange.

4.3 Event Payloads
For the purpose of Acoustic Exchange, an Event means data exchanged by an application enabled as an endpoint in the Exchange solution. Event volumes are the number of Event occurrences. Events and Event message payloads are subject to the following limitations:

- Acoustic reserves the right to reject Event message payloads exceeding 300KB.
- Acoustic reserves the right to throttle processing of Events in excess of 200 Events per second per Customer account for all subscriber endpoints connected to that account.

The above Event message payload sizes and volumes represent the Acoustic Exchange scope for typical Event syndication use case scenarios. Customer may request a limited exception to the above restrictions which Acoustic will consider on a case-by-case basis, in Acoustic’s sole and exclusive discretion.

4.4 Embedded Data Syndication
Acoustic utilizes Exchange as an embedded solution in select Acoustic software to provide data syndication. Data syndicated as part of a solution where Exchange is embedded does not count toward Event volume.