

Acoustic Account Director Professional Services

This Service Description describes the Professional Services also referred to as Account Director Services that support the SaaS Product provided by Acoustic to Customer under the Agreement. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have the meaning given elsewhere in the Agreement.

1. Account Director Services

Account Director Services provides specialized Professional Services focused on the Customer's marketing program, operational efficiencies, and product adoption and use. It allows Acoustic to serve as a strategic partner delivering recommendations to Customer and includes the following:

- a. A kickoff at the onset of the engagement to perform an active discovery session allowing Acoustic to learn more about Customer's business model and expose opportunities for improved market performance that will help drive the strategic roadmap.
- b. The kickoff meeting will be performed onsite at a location and time to be agreed by the parties except for: Account Director Six Month Services (described below) and Account Director Consulting Services (described below).
- c. A strategic roadmap that identifies opportune engagements that support Customer's strategic needs and tactical opportunities. Projects are prioritized via the strategic roadmap and scheduled on a quarterly basis, considering quick win opportunities, overall business impact, dependencies and prerequisites, budget and project duration. The strategic roadmap will be updated on a weekly/monthly basis to reflect current project status and prioritization. This a remotely delivered service.
- d. A set number of hours per week of active strategic consultation and direction to Customer in support of short and long-term goals and business objectives, as well as weekly status meetings, in support of strategic roadmap initiatives. The hours are allocated as follows:
 1. Account Director Annual Services: 6 Hours
 2. Account Director Six Month Services: 6 Hours
 3. Account Director Consulting Services: 6 Hours
 4. Account Director Light Annual Services: 3 Hours

These hours are made available on a weekly basis and do not carry over.

- e. Monthly reporting based off KPIs of relevance to Customer and SaaS Product(s) Customer is using (and to which consultant has access). The consultant will track up to five (5) KPIs agreed by the parties via no more than five (5) reports per month. Reports will be delivered once per month with the date to be determined by Customer. This is a remotely delivered service.
- f. Quarterly strategic reviews to assess Customer's industry, market opportunities, and key business drivers, focusing on account planning and strategy to prioritize the opportunities that will most heavily impact Customer's success, and establish a working plan for the upcoming quarter. In conjunction with the quarterly strategic review, evaluate Customer's performance over the prior quarter both against past quarter objectives and performance against key KPIs, taking into account internal and external factors and influences.
- g. The quarterly strategic reviews will be performed onsite at a location and time to be agreed by the parties except for: Account Director Light Annual Services, Account Director Six Month Services and Account Director Consulting Services.

The Account Director Services are available to customers that subscribe to the following SaaS Product offerings:

- a. Analytics
- b. Campaign
- c. Content
- d. Exchange

- e. Experience Analytics
- f. Personalization

All travel and lodging expenses included with Account Director Services are not included and will be billed separately via the applicable Order.

1.1 Services

Customer may select from the following available services:

1.1.1 Account Director Annual Services

Account Director Annual Services provides the services outlined in the above Account Director in a one (1) year engagement. This service expires at the end of one (1) year.

1.1.2 Account Director Light Annual Services

Account Director Light Annual Services provides the services outlined in the above Account Director Services in a one (1) year engagement. This service expires at the end of one (1) year.

1.1.3 Account Director Six Month Services

Account Director Six Month Services provides the services outlined in the above Account Director Services in a six (6) month engagement. This service expires at the end of six (6) months.

1.1.4 Account Director Consulting Services

Account Director Consulting Services provides the services outlined in the above Account Director Services in a set number of hours. This service provides 100 hours of services and expires at the end of 90 days.

2. Fees

2.1 Fees

The Account Director Service selected by Customer will be specified in the Order. Acoustic will invoice Customer, and Customer will pay such invoice, in accordance with the Agreement.

3. Additional Terms

3.1 Onsite Services

Each applicable onsite day will be deemed to be 8 working hours and will be conducted at a location agreed to by the parties.

If the Service is performed at Customer's location, Acoustic's performance is dependent upon Customer's management and fulfillment of its responsibilities as specified in this Article 3, at no charge to Acoustic. Any delay in performance of these responsibilities may impact Acoustic's ability to complete the Account Director Services. Customer will:

- a. provide Acoustic with the address and meeting location details to the location agreed by the parties;
- b. if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the internet, and other facilities for Acoustic's personnel while working at Customer's location; and
- c. be responsible for the secure storage of all Acoustic -owned hardware and software while on Customer's premises and ensure all rooms are always locked.

3.2 Customer Responsibilities – Business Lead

Customer will designate a business lead to communicate with Acoustic and act on Customer's behalf regarding this engagement.

Customer business lead's responsibilities include the following:

- a. obtaining and providing information, data, and decisions within three (3) working days of Acoustic's request unless Customer and Acoustic agree in writing to a different response time; and
- b. reviewing with the Acoustic account director any of Customer's invoice or billing requirements. Such requirements that deviate from Acoustic's standard invoice format or billing procedures may influence price.

3.3 Other Responsibilities

Customer will:

- a. obtain all approvals and enable access necessary for Acoustic to access and use Customer's resources and systems to the extent necessary for Acoustic to provide the Account Director Services;
- b. make suitable staff, information, and materials available as Acoustic reasonably requires. Acoustic will not be liable for any damage or delay arising from inaccurate, incomplete, or otherwise defective information and materials supplied by or on behalf of Customer;
- c. be responsible for agreements with, management of, and the input and work of third parties whose work may affect Acoustic ability to provide the Account Director Services. Customer is solely responsible for all third-party hardware, software or communications equipment used in connection with the Account Director Services;
- d. be responsible for the content of all databases, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Account Director Services from access by unauthorized personnel;
- e. provide Acoustic and its Subcontractors with suitable office space, and other accommodations and facilities that Acoustic may reasonably require to perform the Account Director Services;
- f. participate in the creation of an agenda for the onsite engagement and agree to a final agenda prior to the start of day 1; and
- g. provide content and program related materials for review as necessary.

3.4 Assumptions

In order to provide the Account Director Services, certain assumptions have been taken into account, including:

- a. All Account Director Services described in this Service Description will be provided on, in or in relation to the SaaS Product(s). Acoustic will not be responsible for providing guidance on other products' features, functionality, and/or configuration.
- b. Standard business hours are defined as weekdays from 8:30 a.m. to 5:30 p.m. in the time zone in which the Acoustic resources reside, excluding Acoustic-observed holidays.