

Acoustic Campaign SMS

This Service Description describes the SaaS Products referred to as Acoustic Campaign SMS. 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 Campaign SMS provides the following capabilities:

- Ability to support one-way SMS messaging in 220 countries using a Sender ID and two-way SMS messaging in 100 countries using a SMS short or long code.
- SMS campaign builder provides marketers with easy-to-use frameworks and templates for building customer SMS interactions.
- Drag and drop SMS campaigns using predefined templates. One-way messaging templates include “Text to Join” templates. Two-way messaging template availability is dependent on Customer’s sending partner, but may include “Text to Join”, “Text for Info”, “Text for Email”, multi-step, and competition templates.
- SMS transactional report to view all sent and received SMS messages and SMS traffic summary report for all Customers using an Acoustic-provided gateway.
- Ability to send SMS messages from third-party systems by leveraging the Acoustic Campaign SMS APIs.
- Use the Acoustic Campaign SMS query builder to identify or filter users who performed one or more of the following SMS events: interacted with an SMS program; been sent a message from SMS program; clicked a link in SMS; received delivery status; and Interacted with a multi-step program.
- Support URL tracking and shortening, including custom domains.
- Leverage Acoustic Campaign SMS programs to trigger SMS messages.
- Support file-based send for bulk campaigns for Customer in the event Customer is integrating with Karix SMS gateway.

1.1 Acoustic Campaign SMS

Customer may select from the following available offerings of Acoustic Campaign SMS:

1.2.1 Campaign SMS Dedicated Long Code

Campaign SMS Dedicated Long Code provides Customer with a standard, up to 16-digit telephone number owned by Acoustic and used exclusively by Customer for sending text messages to and receiving text messages from mobile messaging devices in an entitled country.

1.2.2 Campaign SMS Shared Long Code

Campaign SMS Shared Long Code provides Customer with a standard, up to 16-digit telephone number owned by Acoustic or an Acoustic partner and used by multiple Acoustic customers for sending text messages to and receiving text messages from mobile messaging devices in an entitled country.

1.2.3 Campaign SMS International Dedicated Long Code

Campaign SMS International Dedicated Long Code provides Customer with a standard, up to 16-digit telephone number owned by Acoustic and used exclusively by Customer for sending text messages to and receiving text messages from mobile messaging devices in an entitled country. The code can be used to send SMS messages to the entitled country as well as other countries (where wireless operators support the sending of application to person (“A2P”) messages using a long code).

1.2.4 Campaign SMS Dedicated Short Code

Campaign SMS Dedicated Short Code provides Customer with a shortened telephone number used exclusively by Customer for sending to and/or receiving text messages from mobile messaging devices in an entitled country.

1.2.5 Campaign SMS Shared Short Code

Campaign SMS Shared Short Code provides Customer with a shortened telephone number owned by Acoustic or an Acoustic partner and used by multiple Acoustic customers (and/or Acoustic partner's customers) for sending to and/or receiving text messages from mobile messaging devices in an entitled country.

1.2.6 Campaign SMS Sender ID

Campaign SMS Sender ID allows Customer to send one-way mobile terminated messages in an entitled country without requiring a long or a short code using a Sender ID.

The Sender IDs can be specified alphanumeric characters or a random number ID. The Sender ID supported by Acoustic Campaign SMS is based on what each wireless operator supports in the entitled country. Advanced registration of a Sender ID in the entitled country may be required by the local wireless operators.

Sender IDs are not centrally registered and may be used by one or more company. Acoustic disclaims any liability resulting from Customer's use of a Sender ID.

1.2.7 Campaign SMS Free to End-User

Campaign SMS Free to End-User provides Customer with a dedicated short code for sending two-way messages in the United States without the end user incurring charges from their mobile carrier for sending and receiving messages.

1.2.8 Campaign SMS SMPP Send

Campaign SMS SMPP Send enables Customer to send one-way and two-way SMS messages using its own or its local SMS provider's gateway.

Customers who subscribe to Campaign SMS SMPP Send do not receive access to Acoustic's gateway partners for sending text messages.

1.2.9 Campaign SMS Toll-Free Code

Campaign SMS Toll-Free Code provides Customer with a toll-free code for sending two-way messages in the United States. A toll-free code is a ten-digit number that begins with an "8".

1.2.10 Acoustic Campaign SMS Message Volume

Acoustic Campaign SMS Message Volume provides standard rate text messages sent through Acoustic Campaign SMS which are then handed off to a wireless operator for attempted delivery to a mobile messaging device or that originate from a mobile messaging device through a wireless operator and are received into the Acoustic Campaign SMS application. Any mobile terminated ("MT") SMS messages consisting of more than 160 7-bit characters will be automatically be split into multiple messages of 160 7-bit characters or less by Acoustic and Customer will be billed for each message. In case of message text contains unicode character(s), any mobile terminated ("MT") SMS message consisting of more than 70 16-bit characters will be automatically be split into multiple messages of 67 16-bit characters or less by Acoustic and Customer will be billed for each message.

The message volume offerings include:

- Campaign SMS Dedicated Long Code
- Campaign SMS Shared Long Code (not available for customers located in the United States)
- Campaign SMS International Dedicated Long Code
- Campaign SMS Dedicated Short Code
- Campaign SMS Shared Short Code
- Campaign SMS Sender ID
- Campaign SMS SMPP Send
- Campaign SMS Toll-Free Code

Acoustic Campaign SMS Message Volume consists of multiple offerings specific to the country where the message terminates. Customer will be charged for any digital messages sent by its message volume offering regardless of the country of message termination and any digital messages received from its users.

1.2 Optional Services

1.2.1 Campaign SMS Karix URL Tracking and Shortening

Acoustic Campaign SMS provides the ability to send text messages with shortened URL links and capture the user click metrics. This functionality is available only to those subscribers provisioned with Karix as their mobile gateway.

Customers located in India provisioned with Karix as their mobile gateway will receive Karix URL shortening and tracking as part of their standard Acoustic Campaign SMS at no additional cost for all traffic sent within India.

1.3 Acceleration Services

The following set-up services are provided:

1.3.1 Campaign Automaton SMS Light Onboarding Services

Campaign Automaton SMS Light Onboarding Services provide onboarding consulting services supporting set up activities for shared codes, one-way messages leveraging Sender ID codes, one dedicated long code provisioned by Acoustic, or any code(s) provisioned and supplied by Customer's own gateway partner. Campaign Automaton SMS Light Onboarding Services are designed for implementations with a maximum of two shared codes or two Sender IDs supported through the carrier approval process and up to two language delivery set ups for SMS campaigns requiring carrier approval. This remotely delivered service offering provides up to six scheduled, one-hour meetings, delivered within a 90-day period from the start of the Engagement. Campaign Automaton SMS Light Onboarding Services are required for all new SMS customers that purchase a Sender ID shared code, or a dedicated long code with an Acoustic Campaign SMS subscription. Onboarding topics include mobile database enablement, completing SMS integration, leveraging SMS within web forms to capture SMS consent opt-in, legal disclaimer requirements when capturing SMS consent, all SMS programs available, segmenting to the SMS channel, and SMS within automated programs. Optionally, the Acoustic consultant can provide basic recommendations to send transactional SMS messages via API.

1.3.2 Campaign SMS Onboarding Services

Campaign SMS Onboarding Services provide onboarding consulting services supporting set up activities for SMS dedicated short code subscriptions that require mobile carrier approval or Customers who desire a more robust onboarding regardless of code type. Campaign SMS Onboarding Services are designed for implementations that incorporate up to two dedicated short codes provisioned by Acoustic and up to two language delivery set ups for SMS campaigns that require carrier approval. This remotely delivered service offering provides up to twelve scheduled, one-hour meetings, delivered within a six-month period from the start of the Engagement. This service is required for all new customers that purchase a dedicated short code with an Acoustic Campaign SMS subscription.

A consultant will guide Customer through the SMS implementation process for Acoustic Campaign SMS in two phases. In the first phase, the consultant will assist Customer in going through the required documentation processes and SMS program build work required for mobile carrier testing for dedicated code approval and code procurement (if applicable). The second phase will include onboarding topics such as mobile database enablement, completing SMS integration, SMS within web forms to capture SMS consent opt-in, legal disclaimer requirements when capturing SMS consent, all SMS programs available, segmenting to the SMS channel, and SMS within automated programs. Optionally, the Acoustic consultant can provide basic recommendations to send transactional SMS messages via API.

1.3.3 Campaign SMS Dedicated Long Code

Campaign SMS Dedicated Long Code updates the Acoustic Campaign SMS environment with the SMS capability. Customers are randomly assigned a long code from an available pool.

1.3.4 Campaign SMS Shared Long Code

Campaign SMS Shared Long Code updates the Acoustic Campaign SMS environment with the SMS capability. Customer must select a unique alphanumeric keyword to identify its received mobile messages and distinguish them from others who are also simultaneously using the code.

1.3.5 Campaign SMS Dedicated Short Code

Campaign SMS Dedicated Short Code updates the Acoustic Campaign SMS environment with the SMS capability. Customers may either select unique numeric characters for a dedicated code or be randomly assigned a code from an available pool of numbers.

1.3.6 Campaign SMS Shared Short Code

Campaign SMS Shared Short Code updates the Acoustic Campaign SMS environment with the SMS capability. Customer must select a unique alphanumeric keyword to identify its received mobile messages and distinguish them from others who are also simultaneously using the code.

1.3.7 Campaign SMS Sender ID

Campaign SMS Send ID updates the Acoustic Campaign SMS environment with the SMS capability to send one-way mobile terminated messages in an entitled country. Customer will be provided either a specified alphanumeric ID or a randomly assigned code.

1.3.8 Campaign SMS Free to End-User

Campaign SMS Free to End-User updates the Acoustic Campaign SMS environment with the SMS capability to send two-way SMS messages in the United States via a dedicated short code without the end user incurring charges from their mobile carrier for sending and receiving messages.

1.3.9 Campaign SMS SMPP Send

Campaign SMS SMPP Send updates the Acoustic Campaign SMS environment with the SMS capability to support sending one-way and two-way SMS messages using Customer's own or its local SMS provider's gateway.

1.3.10 Campaign SMS Toll-Free Code

Campaign SMS Toll-Free Code updates the Acoustic Campaign SMS environment with the SMS capability to support sending two-way SMS messages using a toll-free code. Customers may either select unique numeric characters or be randomly assigned a code from an available pool of numbers.

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 Products 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 Products support handbook at acoustic.com/acoustic-terms.

| Availability | Credit (% of monthly subscription fee*) |
|------------------|--|
| Less than 99.95% | 2% |
| Less than 99.0% | 5% |
| Less than 98.0% | 10% |
| Less than 97.0% | 20% |

* 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 Acoustic Campaign SMS:

- Access means the right to use Acoustic Campaign SMS.
- Digital Message means an electronic communication of one mobile terminated SMS message managed or processed through a SMS gateway or one mobile originated SMS message received through a downstream SMS gateway.
- Engagement means professional and/or training services related to Acoustic Campaign SMS.

3.2. Pay Per Use Charges

A pay-per-use charge will be billed at the rate specified in the Agreement in the month following such use.

3.2.1. Pass Through Fees

The following pay per use charges are applied strictly against mobile carrier pass-through fees:

- Campaign SMS Verizon Pass-Through Fee
- Campaign SMS AT&T Pass-Through Fee
- Campaign SMS T-Mobile Pass-Through Fee
- Campaign SMS Sprint Pass-Through Fee
- Campaign SMS US Cellular Pass-Through Fee
- Campaign SMS Tier 3/4 US Carrier Pass-Through Fee
- Campaign SMS Canadian Carrier Pass-Through Fee

3.2.2. International Messages

The following pay per use charge applies strictly against messages that terminate with mobile messaging devices in countries outside the scope of the entitled country from Customer's subscribed SMS code:

- Acoustic Campaign SMS International Messages

Mobile Messaging Partners will make commercially reasonable attempts to deliver SMS international messages. Customer will be invoiced for those messages that are not successfully delivered or that are delivered using a code different from Customer's subscription.

4. Additional Terms

4.1. Mobile Messaging Partner Fee Changes or Corrections

Acoustic Campaign SMS relies on third party providers, including major wireless operators and mobile network and application providers (collectively, "Mobile Messaging Partners"), to send Digital Messages.

Solely if and to the extent necessary in response to the Mobile Messaging Partners' right to increase pricing or fees at any time, the price charged to Customer pursuant to the Agreement shall be increased accordingly. Acoustic will notify Customer of any such changes as soon as reasonably possible after it receives a notice thereof from a Mobile Messaging Partner, and the price changes will go into effect immediately upon going into effect by the applicable Mobile Messaging Partner(s).

In the event of a billing error by a Mobile Messaging Partner, Acoustic may invoice Customer for under-billed Digital Messages.

4.2. Mobile Messaging Partner Policy Changes

Acoustic Campaign SMS relies on Mobile Messaging Partners' policies supporting the types of Digital Messages that may be sent in an entitled country. If a Mobile Messaging Partner modifies its policy in a manner that impacts the cost of Customer's purchased SaaS Products, then Acoustic may pass through the increased cost from the Mobile Messaging Partner. If a Mobile Messaging Partner modifies its policy in a manner that prohibits Acoustic from being able to fulfill its obligations under the contract using the SMS code type ordered by Customer, Acoustic may continue to provide Acoustic Campaign SMS using an alternative code type and Acoustic may pass through the increased cost of the alternative code type from the Mobile Messaging Partner. For example, Mobile Messaging Partners may stop supporting a shared code in an entitled country, requiring Acoustic to procure a dedicated code in the entitled country.

4.3. Mobile Messaging Specific Terms

4.3.1. Campaign SMS Shared Long Code, Campaign SMS International Dedicated Long Code, and Campaign SMS Shared Short Code

Acts or omissions by any other Acoustic customer or Acoustic's partners' customers sharing the same code may adversely affect the availability of the code. Acoustic shall not be liable to Customer for any interruption in the Acoustic Campaign SMS service associated with the shared code arising out of such acts or omissions of any other customer simultaneously using the shared code.

4.3.2. Campaign SMS Dedicated Long Code, Campaign SMS International Dedicated Long Code, and Campaign SMS Dedicated Short Code

In the event Customer elects to run a competition campaign, Customer must have its code configured and approved for contest/sweepstakes use by the wireless operators.

4.3.3. Campaign SMS Dedicated Long Code, Campaign SMS Dedicated Short Code, and Campaign SMS International Dedicated Long Code

Acoustic, on behalf of Customer, will acquire/migrate the code that Customer may already have and submit the necessary paperwork required for Customer's use of the code to the wireless operators in the specific country for approval and activation/migration. Acoustic provides standard code management services on behalf of Customer that include notifying and processing code renewal on behalf of Customer. Some campaigns may be restricted or require additional approvals from wireless operators before running. Acoustic will work with Customer and the wireless operator to accomplish this.

4.4. Provisioning

Wireless operators typically take 8-12 weeks to activate/migrate a code after the completed activation/migration form(s) are submitted to the wireless operator. Actual time may vary and is at the sole discretion of the wireless operator. Any updates needing activation/migration form(s) will restart the provisioning period.

Customer will be charged as documented in the Quote once Acoustic notifies Customer of its access to Acoustic Campaign SMS. Completed activation or migration of a code does not start Customer's subscription.

4.5. Pass-Through Fees

Select wireless operators in the United States and Canada charge additional pass-through fees for mobile terminated and mobile originated messages sent through their network. Pass-through fees vary depending on the wireless operator and not all carriers charge for mobile terminated and mobile originated messages. Customer is responsible for all pass-through fees charged by a carrier in addition to the subscription price listed in the Quote. Acoustic may invoice Customer for any pass-through fees charged by mobile carriers.

Pass-through fees change without advanced notice from wireless operators. Customer may request current pass-through fees and a report of messages charged from Acoustic after receiving pass-through fee invoices.

4.6. Shared Code for Testing

Customers waiting for access to a dedicated long or short code may request access to a shared code for testing purposes. Volume sent over the shared code for testing may not exceed 250 Digital Messages for the entire period of access to the shared code. Access to the shared code is strictly for testing. Once Customer has received access to its own dedicated long or short code, Customer must remove the provisioned shared code (as well as associated keywords) for testing from Acoustic Campaign SMS.

4.7. Contact Lists

Customer will not use any contact lists with Acoustic Campaign SMS that include persons who have not given permission to be included on such list for the purpose of receiving communications specifically from the Customer, unless the Customer has an existing business or personal relationship with such persons. Use of lists or data generated through affiliate marketing practices is expressly prohibited in all cases. Customer is required to include a valid opt-out mechanism in each message. Customer's listing on or blocking by any email industry monitoring organization or Internet Service Provider, including but not limited to Spamhaus, CloudMark, SpamCop, or Barracuda, will be considered a material breach of the Agreement.

4.8. Overage Charges

If actual usage of Acoustic Campaign SMS during the measurement period exceeds the entitlement specified in the PoE, Customer will be charged for the overage as specified in the Agreement.

For a SaaS Product with a Digital Message Charge Metric, Acoustic will invoice Customer based upon the selected billing frequency for the Digital Message entitlements Customer orders. Actual usage will be metered and overage charges will be due if actual message usage exceeds the total number of entitled messages in aggregate for up to 12 monthly measurement periods during the subscription period.

Customer will be invoiced in arrears for overage charges each month, at the overage rate specified in the PoE, once the total aggregate has been reached. Such overage charges are due in addition to the base monthly entitlement charge.

If the subscription period stated on the Quote 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 message usage exceeds the total number of entitled messages in aggregate for such 12 monthly measurement periods.

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

For Customers leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

- **Example 1:**

Customer has a 12 month subscription period as stated on the Quote and has acquired one million Digital Messages per month. If Customer sends more than 12 million Digital Messages 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.

- **Example 2:**

Customer has a 3 year subscription period and has acquired one million Digital Messages per month. If Customer sends more than 12 million messages before the end of the first 12 month period, Customer will be invoiced the following month for the quantity in excess and all usage until the end of the 12 month period. At the end of each 12 month period, the usage count will reset. If Customer sends more than 12 million Digital Messages before the end of the next 12 month 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 until either the usage count is reset or the end of the remaining subscription period.

4.9. Customer Obligations

General

Customer agrees that:

1. It has all license and rights necessary to access and use its Bitly account and hereby grants Acoustic all rights necessary to access and use its Bitly account on Customer's behalf to support URL tracking and shortening.
2. Its use of Acoustic Campaign SMS is in compliance with all applicable rules, regulations, directives, statements, codes of practice, industry guidelines, and applicable campaign application form commitments made during the provisioning process relative to use of Acoustic Campaign SMS services, including (as applicable), but not limited to Mobile Marketing Associations Consumers best practices guidelines, Cellular Telecommunications & Internet Association (CTIA) guidelines and agreements, and telephone carrier content and use standards (available upon request).

Information and Independencies:

Acoustic will not:

1. Allow Customer to access information and systems that are normally within Acoustic's exclusive control;
2. Review or approve the content of Customer's messages;
3. Provide Customer with contact lists, customer lists, telephone numbers, or any other information regarding actual or potential recipients of Customer's messages;
4. Investigate telephone numbers to determine its ownership, use, or validity;
5. Dial telephone numbers; or
6. Monitor Customer's compliance with applicable industry guidelines and applicable campaign application form commitments made during the provisioning process.

Customer will not allow Acoustic to:

1. Access information and systems that are normally within Customer's exclusive control;
2. Approve the content of Customer's messages;
3. Review or approve any of Customer's contact lists, customer lists, telephone numbers, or any other information regarding actual or potential recipients of Customer's messages; or
4. Investigate telephone numbers to determine its ownership, use, or validity.

4.10. ISO Certifications Customer Obligations

Acoustic Campaign SMS does not provide an annual ISO 27001 Certification due to sub-processing dependencies on Mobile Messaging Partners.