

Acoustic Connect

This Service Description describes the Acoustic SaaS Product Acoustic Connect, referred to herein as Acoustic Connect or the SaaS Product. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have the meaning given elsewhere in Acoustic's General Terms and Conditions (the "Agreement").

1. Overview**1.1. Acoustic Connect Product Definition**

Acoustic Connect is a cloud-native customer engagement platform consisting of multichannel marketing, customer insights, and journey orchestration. The SaaS Product uses Customer Assets (Customer Assets means all information, data, and other content, in any form or medium, that is collected, submitted, posted, displayed, downloaded, or otherwise received from or provided, directly or indirectly, by Customer by or through the SaaS Product), end customer behaviors, and signals collected from channel delivery, Customer-owned websites and app sources, to inform and drive personalized interactions in real time on behalf of the Customer. Acoustic Connect is available contractually for the entitlements listed and must be paired with licensed channel pre-established volume levels. The Acoustic Connect Pro, Premium, and Ultimate editions include the following functionality:

- **Insights and Reporting:** Actionable reporting and analytics that help marketers measure their marketing campaign performance and effectiveness across digital channels and end customer journeys. Executive dashboards will provide a single view into channels and channel performance. Furthermore, aggregated, and detailed reporting for each channel including delivery, opens, clicks, and clickstream data access is available (access means the right to access functionality of the SaaS Product); Users can manipulate and customize reports by adding or removing fields, changing metrics, and sorting and reordering columns.
- **Customer Data Profile Management:** Customer assets, including contact records, profile data, preferences, associated data sets, and integrations can be accessed through the platform for robust segmentation, selection and use in sending and personalizing messaging throughout the SaaS Product. Limited to five million contact records.
- **Segment Creation:** Use behavioral, profile and preference data, shared with and available throughout the SaaS Product, to query and narrow down a target audience or define rules. Leverage these segments within marketing strategies to deliver highly engaging, personalized content throughout channels within the SaaS Product.
- **Multichannel Composing:** Modern drag and drop composing experience as a primary way to manage messaging content, editing, and asset management. An intuitive, web-based editor enables Customer to create and edit content in the application, with point-and-click access to features such as link tracking, personalization, dynamic content, A/B testing and more.
- **Forms & Landing Pages:** Reduce form abandonment and build contact consent profile and preferences within the same modern composing experience with point-and-click access to create campaign-specific pages and custom web forms.
- **Journey Orchestration:** automation of marketing programs to create omni-channel campaigns through a visual canvas that orchestrates the sending of individual messages and/or nurture campaigns based on behavioral actions and decision criteria for always-on strategies. Limited to ten automations.
- **Multichannel Marketing, including licensing:** Access to any channel within the SaaS Platform must be delivered with an applicable channel volume agreement. Both primary and secondary channels that are licensed are limited by channel. Excluding WhatsApp, as it must be a primary channel. Fees apply.
- **Email Messaging:** Create, test, and send emails within a modern composing experience with an ability to include dynamic content that provides specific messages to each end user. When sending more than three million email messages per year, Customers will receive one dedicated IP address; otherwise, a shared IP address will be assigned. Email messaging comes with a primary channel volume commitment or a secondary channel allocation. Setup and Onboarding fees apply.

- Transactional Emails (Transact): Providing the ability to deliver real-time, custom-branded, one-to-one transactional messages generated by triggers in emails, web forms, landing pages or tele-sales. Transact is a dedicated sending architecture specifically designed for the unique needs of transactional or triggered messages such as receipts, notifications, alerts, and itineraries. It can be connected to an in-house system currently triggering messages and included as added email volume as a primary channel volume commitment or a secondary channel allocation. Setup and Onboarding fees apply.
- SMS Messaging: Create, test, send and receive messages via SMS/MMS within a modern composing and journey orchestration experience to accomplish advanced and automated messaging concepts as a primary channel volume commitment or a secondary channel allocation. The number and type of characters and whether a message includes an image will determine if a communication is calculated as one or more SMS messages. Setup and Onboarding fees apply.
- SMPP SMS Messaging (bring your own gateway): Create, test, send and receive messages via SMS/MMS within a modern composing and journey orchestration experience to accomplish advanced and automated messaging concepts as a primary channel volume commitment or a secondary channel allocation. The number and type of characters and whether a message includes an image will determine if a communication is calculated as one or more SMPP messages. Setup and Onboarding fees apply.
- WhatsApp: Create, test, send and receive messages via WhatsApp within a modern composing and journey orchestration experience to accomplish advanced and automated messaging concepts as a channel volume commitment only. Setup and Onboarding fees apply.
- Mobile Push Messaging: This functionality includes the ability to send personalized push notifications with actions that drive engagement within smartphone applications. A software development kit ("SDK") that enables the application to send push notifications as well as register the addressable device and send events to Acoustic. (Addressable Device means a device upon which each application installation is addressable by the SaaS Product. Events are activities that visitors complete within an application or a webpage). Deliver personalized messages by combining mobile app data with rich consumer profile information as a primary channel volume commitment or a secondary channel allocation. Setup and Onboarding fees apply.
- Social Audiences: Social media marketing application that allows Customer to send specific audiences and related ads to social media networks for marketing to the specific audience or to like audiences as a primary channel volume commitment or a secondary channel allocation. Setup and Onboarding fees may apply.
- Content Management Service: Store, reference, and index with modern AI tagging for assets used in messaging that allows for greater understanding of creative performance. Creative asset management within the SaaS Product is limited to one GB of standard asset storage and ten GB of asset rendering for the images used in messaging delivered throughout the SaaS Product before added Content Capacity upgrade.
- Scoring: Score contacts based on profile data, demographics, and behaviors such as website visits, form submissions, and message interaction, or on time-based components, including recency and frequency. Based on scores, marketing automation features route end customers and prospects for appropriate follow-up. Limited to one Scoring Model before added Strategy Builder upgrade. (A Scoring Model is a user-defined customizable model that accumulates and calculates a score for each contact based on profile, demographic, and activities tracked within the SaaS product).
- Application Programming Interfaces (APIs): The Acoustic API suite utilizes standard web protocols and file formats. Real-time requests and responses are handled via HTTPS and batches of data are handled via SFTP. Integrations as a service are available for up to five app connectors before added integration connector upgrade, adding an additional twenty connectors. Privacy Access and Erasure: User interface and APIs to assist Customer in complying with both regulatory and enterprise specific privacy requirements for consumer access and erasure requests, including the ability to delete Customer Assets.
- Multifactor Authentication: Included in the Connect solution, with an authentication code as a secondary log-on requirement, in addition to a user's username/password combination, to grant access to an Acoustic Connect account through a web browser. Additional client security integrations are subject to additional costs.

In summary, included in the base fees for Acoustic Connect Pro, Premium, and Ultimate are the following:

- a. All channels are licensed with additional volume commitment, set-up and onboarding fees apply as described in the Services section.
- b. 2 Organizational subscription instance per entitlement (Organizational subscription instance means access to specific configuration instance of the SaaS Product based on AcousticID subscription)
- c. Unlimited Users per Organizational subscription instance
- d. Primary and secondary volume (selected with contract entitlements)
- e. 5 million Audience Records (Audience Record means the collection of fields in a database related to a single recipient row and accessible as a single unit managed or processed by the SaaS Product)
- f. 10 active journeys, or programs (in total)
- g. 1 GB storage and 10 GB delivery for stored imagery
- h. 1 Scoring Model
- i. 2 custom domains and SSL certificate set-up (sending and custom landing page)
- j. 1 associated IP address for sending messages
- k. 1 entitlement to integration connector services (up to 5 Apps)
- l. 2 production tenants, 1 of which is provisioned.
- m. Customers can purchase additional Audience Capacity, Content Capacity, Integration Connector Apps, Brand Builders (Organizational subscription instances, Application Profiles, Domains, and IP Addresses), Strategy Builders (Automations and Scoring Models), as well as other services mentioned below. (Automations are counted as a single saved and used strategy within programs, or journey orchestration).

1.2. Acoustic Connect Pro, Premium, and Ultimate can be augmented with the additional add-ons below:

- Audience Capacity: Add an additional ten million contacts capacity. Multiples can be ordered for more capacity.
- Brand Builder: Many companies have the need to use features due to multiple divisions or departments, a Brand Builder specifically adds additional multipliers. Add one additional Organizational subscription instance, ten additional Application Profiles, two custom domains and SSL certificate set-up (email domains and/or custom landing page domains), and two IP Addresses for sending capacity. Multiples can be ordered for more brands or use cases.
- Strategy Builder: Many companies have the need to establish more extensive and mature uses of a SaaS platform, a Strategy Builder specifically adds additional multipliers. Add ten Automations (any combination of programs, or journeys) with one additional Scoring Model. Add duplicate message send to receive exact copies of email messages sent to end customers including for regulatory, compliance, audit, or other tracking purposes. Duplicate message send only applies to email messaging. This provides unlimited duplicate message sends and does not contribute toward email messaging volume. Multiples can be ordered for more strategies or use cases.
- Add Integration Connector Apps: Add 20 additional Apps to the integration entitlement. An App can be a single service of integration, egress, or ingress use of API services. CRM integrations can take up to ten or more Apps. This additional service is recommended to establish a synchronization of data between Salesforce.com, Microsoft Dynamics, or SugarCRM relationship management systems and Acoustic. Integration is limited to one CRM system instance and one Acoustic Audience.
- AI Generated Content: Add AI generated content to generate curated and specifically crafted suggestions across subject lines, preheaders, body copy, headlines, and call-to-action buttons utilizing creative or marketing briefs with best practices in context. Users utilize prompts which include the prescriptive input and suggested content. Each AI generated content add on includes up to 1,000 prompts per month on a single organizational subscription instance. There is no rollover between months. Prompts expire at the end of each month and Customers cannot go into overages. AI generated content is generated through a third party provided by OpenAI, L.L.C. tool embedded within the Connect services ("AI Feature"). Customer agrees that Customer uses AI Feature at Customer's own risk and Acoustic disclaims all liability related to Customer's use of AI Feature and any content generated by AI Feature, Customer's use of AI Feature is subject to the AI Feature provider's terms located at <https://openai.com/policies/terms-of-use>.
- Add basic tracking: Add a script within an application or website to track the following events for use within Acoustic Connect to augment marketing efforts, insights and strategies.
- Visit - Track contacts within your audience visiting your application or website.

- Cart - Track contacts adding product(s) to a designated cart experience within your application or website.
- Purchase - Track contacts making a designated purchase event to track resulting conversions from your application or website.

This add-on is only available with Acoustic Connect Pro and requires an onboarding add-on when being implemented. Additional Behavioral Tracking can be accomplished through an Acoustic Connect Premium or Acoustic Connect Ultimate subscription.

2. Channel Terms

2.1. All Channels

2.1.1. Unpermissioned Contacts

Customer will not populate any Audience/Contact record with the SaaS Product 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.

2.1.2. 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, end customer lists, telephone numbers, or any other information regarding actual or potential recipients of Customer's messages;
4. Investigate telephone numbers to determine their 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, end customer lists, telephone numbers, or any other information regarding actual or potential recipients of Customer's messages; or
4. Investigate telephone numbers to determine their ownership, use, or validity.

2.2. Email Messaging Specific Terms

2.2.1. Customer Obligations

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.

2.3. SMS Messaging Specific Terms

2.3.1. Customer Obligations

General

Customer agrees that:

- Its use of Acoustic Connect, 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 Connect 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).

2.3.2. SMS Message Partners Fee Changes or Corrections

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

Solely, if and to the extent necessary, in response to the SMS Messaging Partners' right to increase pricing or fees at any time, the price charged to Customer for overages and new volume purchases of SMS Messages pursuant to the Agreement shall be increased accordingly to take account of the new increased cost of SMS Messages to Acoustic. Acoustic will notify Customer of any such changes as soon as reasonably possible after it receives a notice thereof from a SMS Messaging Partner, and the price changes will go into effect immediately upon going into effect by the applicable SMS Messaging Partner(s). Where Customer has pre-purchased a volume of SMS Messages pursuant to the Agreement (the "**Volume Bundle**") and the SMS Messaging Partner exercises its right to increase pricing or fees, Acoustic will reduce the remaining unused SMS Messages available to Customer within the Volume Bundle accordingly to take account of the new increased cost of SMS Messages to Acoustic. Acoustic will notify Customer of any such reduction as soon as reasonably possible after it receives a notice thereof from a SMS Messaging Partner, and the reduction in SMS Messages available to Customer within the Volume Bundle will go into effect immediately upon going into effect by the applicable SMS Messaging Partner(s). Customer will not be entitled to any refund, credit or other compensation related to such reduction in SMS Messages available to Customer within the Volume Bundle.

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

2.3.3. SMS Messaging Partners Policy Changes

The SaaS Product relies on SMS Messaging Partners' policies supporting the types of SMS messages that may be sent in an entitled country. If a SMS 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 SMS Messaging Partner. If a SMS 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 Connect 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, SMS Messaging Partners may stop supporting a shared code in an entitled country, requiring Acoustic to procure a dedicated code in the entitled country. Acoustic does not guarantee equivalent SMS throughput if an alternative code type much be supplied.

2.3.4. International Messages

Wireless operators will make commercially reasonable attempts to deliver SMS messages outside the entitled countries. Customer will be invoiced for those messages that are not successfully delivered or that are delivered using a code different from Customer's contract.

2.3.5. 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 Order once Acoustic notifies Customer of its access to Acoustic Connect. Completed activation or migration of a code does not start Customer's contract.

2.3.6. Dedicated Codes

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.

2.3.7. Shared Codes

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 Connect SMS service associated with the shared code arising out of such acts or omissions of any other customer simultaneously using the shared code.

2.3.8. Bring Your Own Gateway

If Customer leverages an independent SMS gateway with Acoustic's SMPP technology, Acoustic's responsibility terminates once an outbound SMS is handed to the Customer's gateway. Acoustic is not responsible for successful delivery of a SMS to a mobile device.

2.4. WhatsApp Specific Terms

2.4.1. Customer Obligations

General

Customer agrees that:

- Its use of Acoustic Connect, 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 Connect 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).

2.4.2. WhatsApp Messaging Partners Fee Changes or Corrections

Acoustic Connect WhatsApp relies on third party providers, (collectively, "WhatsApp Messaging Partners"), to send WhatsApp messages.

Solely, if and to the extent necessary, in response to the WhatsApp 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 WhatsApp Messaging Partner, and the price changes will go into effect immediately upon going into effect by the applicable WhatsApp Messaging Partner(s).

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

2.4.3. WhatsApp Messaging Partners Policy Changes

The SaaS Product relies on WhatsApp Messaging Partners' policies supporting the types of WhatsApp messages and conversations that may be sent in an entitled country. If a WhatsApp 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 WhatsApp Messaging Partner. If a WhatsApp Messaging Partner modifies its policy in a manner that prohibits Acoustic from being able to fulfill its obligations under the contract using the WhatsApp registered phone number ordered by Customer, Acoustic may continue to provide Acoustic Connect WhatsApp Messaging using an alternative phone number and Acoustic may pass through the increased cost of the alternative phone number from the WhatsApp Messaging Partner.

2.4.4. 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 Order once Acoustic notifies Customer of its access to Acoustic Connect. Completed activation or migration of a code does not start Customer's contract.

3. Acoustic Connect – Premium

3.1. Acoustic Connect Premium includes all the capabilities of Acoustic Connect Pro plus the following:

- a. Insights beyond channel engagement: Executive dashboards will also provide a single view into owned sites, apps, and behavior experience analytics that help Customer understand its end customer behavior and intent. Furthermore, aggregated, and detailed reporting for each channel will include conversions and media engagement.
- b. Behavioral Analytics: Actionable analytics that measure how visitors interact with digital channels and experiences in the context of their end customers' journeys. Behavioral analytics help Users understand end customer expectations, identify opportunities to improve (e.g., optimizing content, messaging and UX), remove friction, and maximize outcomes like conversions, satisfaction, loyalty, revenue, reduced churn, and ROI.
- c. Behavior Experience Scoring: Means of quantifying end users' experiences with digital applications at both session and page level. Leverage positive scores to deliver more effective experiences and improve on negative scores or abandonment from the journey.
- d. Application Profiles: Included in the entitlement fee is the ability to configure up to 10 Application Profiles. An Application Profile is a reporting entity with associated permissions assignable to Customer. Typically, an Application Profile has a one-to-one mapping with a single application or website. Customer should consult with the Experience Analytics Lab Services team if they wish to combine multiple application(s) and/or website(s) into a single Application Profile for reporting purposes.

The first Application Profile will be configured by Acoustic and available when Acoustic Experience Analytics is provisioned. If more than 10 Application Profiles are needed, Customer may submit a request to Acoustic Support and Acoustic may agree to such request (such agreement will not be unreasonably withheld).

3.2. In addition to the features and add-ons available in Acoustic Connect Pro, Acoustic Connect Premium can be augmented with the add-ons below:

3.2.1. Behavioral Analytics: add additional behavioral volume including:

- Monthly screenviews in increments of one million (A screenview represents an action that significantly changes a large portion of content presented to the user, or the loading of a new page)
- Data retention for replay is limited to three days during the term of your Order. (Replay is the visual, step-by-step representation of an end user's experience with an application. It includes both the visible and non-visible elements of an end user's experience, such as raw data and background API call)
- Data Export is limited to one million screenview increments monthly

3.2.2. Content Capacity

Add full Content Management Service (CMS) capabilities to increase content management storage, delivery, and API access for content management services. Increments of 50 GB asset storage and 500 GB for image delivery data transfer, unlimited users for one production and one non-production tenant, one configured custom domain, and five distinct host names within a single production environment. Multiples can be ordered for more capacity.

4. Acoustic Connect – Ultimate

4.1. Acoustic Connect Ultimate includes all the capabilities of Acoustic Connect Premium plus the following:

a. Data Retention Periods:

The following data retention periods are included in the entitlement fee for Acoustic Connect Behavioral Analytics:

- 12 months of rolling Reporting Data. Reporting Data means metric and dimensions associated with the reports and dashboards in Acoustic Connect Behavioral Analytics.
- 7 calendar days of rolling Capture Data. Capture Data means data collection from the Acoustic Connect Behavioral Analytics software development kit (“SDK”).
- b. Replay and Application Heatmaps
 - 7 calendar days of data retention for Replay. Additional weeks can be purchased.
 - Acoustic Connect Application Heatmaps provide usability analytics designed to help Customer understand how end customers are interacting with its website and mobile content. Acoustic Connect Application Heatmaps make certain usability overlays available, such as click maps, link analytics, form analytics, attention maps, and accessibility overlays. This solution provides Customer aggregated data across all users and the ability to drill down into individual user sessions to help target usability confusion and struggle and quantify the financial impact. Included in the entitlement fee for Acoustic Connect Application Heatmaps is the following:
 - The ability to capture up to 250 snapshots. A snapshot is a page or screen for which usability data can be aggregated and reported on. If more than 250 snapshots are needed, Customer may submit a request to Acoustic Support and Acoustic may agree to such request (such agreement will not be unreasonably withheld).

4.2. In addition to the add-ons available in Acoustic Connect Premium, Acoustic Connect Ultimate can be augmented with the add-ons below:

4.2.1. Reporting Data Retention Extension

This provides the option for Customer to retain certain aggregated and stored data elements for an additional 12 months. Maximum rolling Reporting Data Storage is 24 months.

4.2.2. Capture Data Retention Extension

This provides the option for Customer to retain certain stored data elements for an extended length of time. Customer may purchase additional weeks of Capture Data Retention.

4.2.3. Network Capture Add-On

Network Capture Add-On provides the option for Customer to send its network traffic data to Acoustic Connect Behavioral Analytics for additional Customer insights. This add-on supports 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 may evaluate the HTML request and response data to understand the root cause of end customer struggle. This add-on requires Customer to install and maintain certain on-premise infrastructure needed to forward network traffic to the cloud environment.

Included in the entitlement fee for the Network Capture Add-On is 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 Acoustic Connect Behavioral Analytics.

4.2.4. Data Export Add-On

This add-on provides Customer with the capability to export sessions based on predefined criteria. Customer can export sessions in different formats, depending on Customer’s use cases. Customer can conduct data analysis using Acoustic Connect Behavioral Analytics 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 Acoustic Connect Behavioral Analytics for session replay. Customer can schedule, manage, and monitor the export tasks.

The entitlement fee for the Data Export Add-On includes the following:

- 3 additional calendar days of 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 3 additional days.
- Data Export Add-On is entitled based on Monthly Million Screenviews. As used in this section, the size of exported data is defined as a "Screenview" where the maximum size of a Screenview of exported data is 20 MB. Screenviews that exceed 20MB will be rounded up to the next 20MB increment and count towards Customer's total entitled Monthly Million Screenviews. Overage fees will be charged should Customer exceed its total entitled Monthly Million Screenview.

5. Professional Services Offerings

5.1 Onboarding, health, and hygiene

5.1.1 Acoustic Connect Pro Upgrade Onboarding

Acoustic Connect Pro Upgrade Onboarding offers consulting services to enable existing Campaign Customers on the new Connect platform, including the upgrade of their existing channel(s) only and configuration of the SaaS product. This remotely delivered service offering provides conveniently scheduled, one-hour meetings. This service is required with an initial Connect subscription and begins at the start of the term.

Acoustic will conduct a detailed audit of customer's current environment and deliver a project plan that will guide the upgrade. Customers will gain access to the new Connect environment. Acoustic will work with the Customer to create an Audience using the new Connect platform. Acoustic will also provide tailored training on the new platform which includes assisting Customers with creating one of each asset: Journey, Message, Segment, Form.

5.1.2 Acoustic Connect Pro Onboarding

Acoustic Connect Pro Onboarding offers consulting services to enable new Customers on the platform, including the implementation of their selected primary channel and configuration of the SaaS product. This remotely delivered service offering provides conveniently scheduled, one-hour meetings which must be delivered within the onboarding time period. This service is required with an initial Connect subscription and begins at the start of the term.

The deliverability portion of the onboarding service must be used within 60 days. Additional deliverability needs beyond the standard 60 day deliverability and IP warming cycle can be addressed via an annual contract. This Service is only available for Customers who are Onboarding email as a channel. An active contract to Acoustic Connect is required.

5.1.3 Acoustic Connect Premium Upgrade Onboarding

Acoustic Connect Premium Upgrade Onboarding offers consulting services to enable existing Campaign Customers on the new Connect platform, including the upgrade of their existing channel(s) and configuration of the Behavioral Analytics functionality.

Acoustic will conduct a detailed audit of customer's current environment and deliver a project plan that will guide the upgrade. Customers will gain access to the new Connect environment. Acoustic will work with the Customer to create an Audience using the new Connect platform. Acoustic will also provide tailored training on the new platform which includes assisting Customers with creating one of each asset: Journey, Message, Segment, Form.

Behavioral Analytics implementation is limited to the basic requirements required for data collection, including the instrumentation of the 2 Core Behaviors required to supply data to the Acoustic Connect Executive Dashboard. This

remotely delivered service offering provides conveniently scheduled, one-hour meetings. This service is required with an initial Connect Premium subscription and begins at the start of the term.

5.1.4 Acoustic Connect Premium Onboarding

Acoustic Connect Premium Onboarding offers consulting services to enable new Customers on the platform, including the implementation of their selected primary channel and configuration of the Behavioral Analytics functionality. Behavioral Analytics implementation is limited to the basic requirements required for data collection, including the instrumentation of the 2 Core Behaviors required to supply data to the Acoustic Connect Executive Dashboard. This remotely delivered service offering provides conveniently scheduled, one-hour meetings which must be delivered within the onboarding time period. This service is required with an initial Connect Premium subscription and begins at the start of the term.

The deliverability portion of the onboarding service must be used within 60 days. Additional deliverability needs beyond the standard 60 day deliverability and IP warming cycle can be addressed via an annual contract. This Service is only available for Customers who are Onboarding email as a channel. An active contract to Acoustic Connect is required.

5.1.5 Acoustic Connect Ultimate Upgrade Onboarding

Acoustic Connect Ultimate Upgrade Onboarding offers consulting services to enable either existing Campaign Customers or existing Tealeaf Customers on the new Connect platform, including the upgrade of their existing channel(s) and configuration of the Behavioral Analytics functionality.

Acoustic will conduct a detailed audit of customer's current environment and deliver a project plan that will guide the upgrade. Customers will gain access to the new Connect environment. Acoustic will work with the Customer to create an Audience using the new Connect platform. Acoustic will also provide tailored training on the new platform which includes assisting Customers with creating one of each asset: Journey, Message, Segment, Form.

Behavioral Analytics implementation is limited to the basic requirements required for data collection, including the instrumentation of the 2 Core Behaviors required to supply data to the Acoustic Connect Executive Dashboard.

Connect Ultimate Onboarding Service provides the following remote consulting, product training, and configuration for onboarding Customer to Connect based on the allocation of 48 hours of remotely delivered services listed below:

- Assist Customer with the implementation and instrumentation of the Connect SDK.
- Training to educate Customer on general product information and overall usage.

Customer may purchase the Connect Onboarding Service per engagement with 1 engagement per Customer. The Connect Ultimate Onboarding Service expires 90 days from the date Customer is notified by Acoustic that access to Connect Onboarding Service is available regardless of whether all hours have been used.

5.1.6 Acoustic Connect Ultimate Onboarding

Acoustic Connect Ultimate Onboarding offers consulting services to enable new Customers on the platform, including the implementation of their selected primary channel and configuration of the Behavioral Analytics functionality. Behavioral Analytics implementation is limited to the basic requirements required for data collection, including the instrumentation of the 2 Core Behaviors required to supply data to the Acoustic Connect Executive Dashboard.

Connect Ultimate Onboarding Service provides the following remote consulting, product training, and configuration for onboarding Customer to Connect based on the allocation of 48 hours of remotely delivered services listed below:

- Assist Customer with the implementation and instrumentation of the Connect SDK.
- Training to educate Customer on general product information and overall usage.

Customer may purchase the Connect Onboarding Service per engagement with 1 engagement per Customer. The Connect Ultimate Onboarding Service expires 90 days from the date Customer is notified by Acoustic that access to Connect Onboarding Service is available regardless of whether all hours have been used. The service is provided remotely and must be consumed within 90 days of project kickoff.

The deliverability portion of the onboarding service must be used within 60 days. Additional deliverability needs beyond the standard 60 day deliverability and IP warming cycle can be addressed via an annual contract. This Service is only available for Customers who are Onboarding email as a channel. An active contract to Acoustic Connect is required.

5.1.7 Acoustic Connect Pro Hybrid Onboarding

Acoustic Connect Pro Hybrid Onboarding offers access to online pre-recorded training and materials which will instruct Customers how to use the Acoustic Connect Pro platform. The Customer will also have access to an onboarding consultant who will facilitate up to 6 remote weekly or bi-weekly calls. These calls are designed to help Customers troubleshoot and gain further information on topics they would like more knowledge such as Audiences, Journey Orchestration, Org Settings, Messages, Forms and Scheduled Campaigns.

This remotely delivered service offering provides up to 6 scheduled, one-hour meetings which must be delivered within a 90-day period. This service is required with an initial Acoustic Connect Premium subscription and begins at the start of the term.

6. Acceleration

6.1.1.1. Acoustic Connect Value Accelerate

Acoustic's Value Accelerate programs are targeted at providing Customers with a customized engagement that aligns to the Customer's organizational goals and strategy to accelerate time to value and deliver a roadmap for success in the first year. Customers can purchase either Acoustic's Standard or Premium Value Accelerate program.

1. Value Accelerate Standard – this program has the following structured outcomes;
 - a. Design Thinking Workshop
 - b. Cross-departmental strategic plan, which aligns to Customer's organizational values
 - c. Performance review vs plan and further recommendations
 - d. Up to two follow up calls to review performance vs plan and provide further recommendations
 - e. Up to two advanced feature product walk through sessions
2. Value Accelerate Premium - this program has the following structured outcomes;
 - a. Design Thinking Workshop
 - b. Cross-departmental strategic plan, which aligns to Customer's organizational values
 - c. Performance review vs plan and further recommendations
 - d. Up to two follow up calls to review performance vs plan and provide further recommendations
 - e. Up to four advanced feature product walkthroughs
 - f. One automated program build (4 touch)

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

6.1.2. Health and Hygiene – Email Specific

6.1.2.1. Deliverability

Acoustic Connect One-Time Email Deliverability Audit

Acoustic Connect Email Single Deliverability Audit is a one-time review of a Customer's Infrastructure Review, Reporting and Sending Audit, and Strategic Sending Practice Review resulting in a Recommendations and Monitor phase intended to improve email deliverability. Customers also receive weekly inbox monitoring reports for 60

days from contract signature, scheduled by the Acoustic team. While there is no guarantee of results, Customers will be presented with recommended best practices and a course of action to build and maintain email reputation. This service is limited to up to two dedicated public IPs or up to two domain/sub-domains on a single Acoustic organizational subscription instance. This is an introductory offering available to purchase once. Additional deliverability needs beyond the 60 days can be addressed via an annual contract.

Acoustic Connect Recurring Email Deliverability Audit – Essentials

Acoustic Connect Recurring Email Deliverability Audit – Essentials is a recurring review of a Customer's Infrastructure Review, Reporting and Sending Audit, and Strategic Sending Practice Review resulting in a Recommendations and Monitor phase intended to improve email deliverability. Customers receive access to inbox monitoring features and reports for the contract term with the ability to run ad hoc reports at will. Customers also receive onboarding to aid them in adoption of inbox monitoring usage provided by Acoustic's inbox monitoring partner. While there is no guarantee of results, Customers will be presented with recommended best practices and a course of action to build and maintain email reputation. This service is limited to up to two dedicated public IPs or up to two domain/sub-domains on a single Acoustic organizational subscription instance. This service can be purchased by a new Customer or mid-term for a minimum of three months and can be renewed annually.

Infrastructure Review – Annually

Reporting and Sending Audit – Quarterly/Monthly

Strategic Sending Practice Review – Quarterly

Recommendations and Monitor – Quarterly

Acoustic Connect Recurring Email Deliverability Audit - Standard

Acoustic Connect Recurring Email Deliverability Audit - Standard is a recurring review of a Customer's Infrastructure Review, Reporting and Sending Audit, and Strategic Sending Practice Review resulting in a Recommendations and Monitor phase intended to improve email deliverability. Customers receive access to inbox monitoring features and reports for the contract term with the ability to run ad hoc reports at will. Customers also receive onboarding to aid them in adoption of inbox monitoring usage provided by Acoustic's inbox monitoring partner. While there is no guarantee of results, Customers will be presented with recommended best practices and a course of action to build and maintain email reputation. This service is limited up to five dedicated public IPs or up to fifteen domain/sub-domains on up to two Acoustic organizational subscription instances. This service can be purchased by a new Customer or mid-term for a minimum of three months and can be renewed annually.

Infrastructure Review – Annually

Reporting and Sending Audit – Quarterly/Monthly

Strategic Sending Practice Review – Quarterly

Recommendations and Monitor - Quarterly

6.1.2.2. IP Warming

Acoustic Connect IP Address Warm Up

Acoustic Connect Managed Services – IP Address Warm Up is an optional service intended to guide Customers in building reputation with a new IP. This service provides 1) a one-hour strategy call with a deliverability consultant, 2) up to 25 hours of remotely delivered Managed Services over a 60-day period to execute ramp up of a single IP address used by Acoustic Connect, and 3) a one hour debrief call with a deliverability consultant. Up to two

noncritical, non-time-sensitive emails are in scope for the purpose of reputation building (self-sustained HTML ready mailing content required). This service does not guarantee white-listing or IP ramp up success, as this is dependent upon many external factors.

6.2. Channel Activation

6.2.1. Email

Acoustic Connect Onboarding - Email provides consulting services for new Customer onboarding, enabling users to fast-track configuration and utilize functionality in the SaaS Product. This remotely delivered service offering provides up to 18 scheduled, one-hour meetings which must be delivered within 90-days from the effective date of an Order. This service is required with an initial Connect contract and begins at the start of the term.

A consultant will guide Customer through transitioning to core Acoustic Connect topics including provisioning and set up, database and content best practices, email deliverability best practices, email program automation, scoring models, and reporting. In addition, Customer will be able to select additional topics of choice to further explore the SaaS Product, including overviews on UBX, API guidance, Journey Designer, and more. At the end of the service, a consultant will review with Customer goals and objectives, suggestions for future expansion, and transition to ongoing support or services.

An active entitlement to Acoustic Connect is required.

6.2.2. SMS Messaging

6.2.2.1. Dedicated Short Code

Acoustic Connect SMS Onboarding Services provide onboarding consulting services supporting set up activities for SMS dedicated short code entitlements that require mobile carrier approval or Customers who desire a more robust onboarding regardless of code type. Acoustic Connect SMS Onboarding Services are designed for implementations that incorporate one dedicated short code provisioned by Acoustic and one language delivery set up 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 Customers that purchase a dedicated code which requires carrier registration, with an Acoustic Connect SMS entitlement.

A consultant will guide Customer through the SMS implementation process for Acoustic Connect 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 guidance 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.

6.2.2.2. Dedicated Long Code

Acoustic Connect SMS Onboarding Services provide onboarding consulting services supporting set up activities for SMS dedicated long code entitlements that require mobile carrier approval or Customers who desire a more robust onboarding regardless of code type. Acoustic Connect SMS Onboarding Services are designed for implementations that incorporate one dedicated long code provisioned by Acoustic and one language delivery set up 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 Customers that purchase a dedicated code which requires carrier registration, with an Acoustic Connect SMS entitlement.

A consultant will guide Customer through the SMS implementation process for Acoustic Connect 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 guidance 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.

6.2.2.3. Sender ID

Acoustic Connect SMS Onboarding Services provide onboarding consulting services supporting set up activities for Sender ID code entitlements that require mobile carrier approval or Customers who desire a more robust onboarding regardless of code type. Acoustic Connect SMS Onboarding Services are designed for implementations that incorporate one Sender ID code provisioned by Acoustic and one language delivery set up 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 Customers that purchase a dedicated code which requires carrier registration, with an Acoustic Connect SMS entitlement.

A consultant will guide Customer through the SMS implementation process for Acoustic Connect 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 guidance 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.

6.2.2.4. Toll Free

Acoustic Connect SMS Onboarding Services provide onboarding consulting services supporting set up activities for Toll-free code entitlements that require mobile carrier approval or Customers who desire a more robust onboarding regardless of code type. Acoustic Connect SMS Onboarding Services are designed for implementations that incorporate one Toll-free code provisioned by Acoustic and one language delivery set up 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 Customers that purchase a dedicated code which requires carrier registration, with an Acoustic Connect SMS entitlement.

A consultant will guide Customer through the SMS implementation process for Acoustic Connect 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 guidance 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.

6.2.3. WhatsApp

Acoustic Connect WhatsApp Onboarding Services provides onboarding consulting services supporting set up activities for group messaging within the Acoustic Connect platform and using WhatsApp as a communication channel. This remotely delivered service offering provides up to 20 hours of consulting through email, phone appointments, and other required tasks on behalf of the Customer which must be delivered within a 180-day period from the start of the engagement. This service is required for all new Customers with an Acoustic Connect contract and access to the group messaging module leveraging WhatsApp.

A consultant will guide Customers through the WhatsApp channel onboarding process for the Acoustic Connect in two phases.

Phase 1:

- Welcome email
- Introduction to onboarding
- Provisioning & WhatsApp Application support
- User login support

Phase 2:

- Training and Enablement sessions (Acoustic Organizational Subscription Instance Settings, Program Review, Webforms and Landing Pages, Send Experience, Automated Programs, WhatsApp Testing, Introduction to Reporting)
- 3 topics of Customer's choice from the list of standard onboarding topics

6.2.4. Mobile Push

This service provides provisioning process assistance and product configuration assistance activities to enable the use of Acoustic Connect – Mobile Push (Simple Mobile Push) through the Acoustic interface. This is limited to onboarding activities and does not include consulting hours for data optimization or general architecture. This remotely delivered service offering provides up to 10 scheduled, one-hour meetings, which must be delivered within a 180-day period from the start of the engagement.

The meetings will guide Customers in basic setup and configuration of the push notification services via the following topics: organizational subscription instance setup, mobile-push database enablement, introduction to the mobile acoustic sample apps and SDK, and assistance building and sending simple push notifications through the interface.

Topics of choice meetings are available and are limited to out-of-the-box functionality which does not include custom data configuration, custom data architecture, custom code, custom API work, geo-fencing, beacons, or custom development. This standard overview includes use case examples to enable in-app and/or inbox messaging through the Acoustic interface.

6.3. Support

6.3.1. Acoustic Connect Premium Support

Premium support provides ongoing enhanced support for Customers on Acoustic Connect. A dedicated Technical Account Manager will oversee the Customer's account to ensure problem resolution is expedited on support issues. Customer also receives priority support with enhanced response times, weekly support checks, quarterly health checks, and proactive event readiness to minimize risk during key campaigns or holidays. In addition, this offering includes 24 hours of professional services to aid in the resolution and prevention of complex problems that are outside the scope of standard support. While there is no guarantee of results, Customers will be presented with the best that Acoustic has to offer to minimize risk and maximize the value to accelerate their business.

6.4. Strategic Services

6.4.1. Acoustic Connect Strategic Service – Essentials

Acoustic Connect Strategic Service – Essentials is intended to ride along a Customer's use of the Acoustic Connect solution, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This service is a remotely delivered service. The services will be provided as set forth in the Customer's Order and pro-rated to align with the Customer's contract term. The services will have the following delivery structure:

- Assessment & Reviews - Initial assessment and monthly revisitations to a strategic set of Acoustic Connect project topics, not to exceed 25 topics in total. Project topics can include, but are not limited to, the review of Acoustic ecosystem or up to 3 Point of View (POV) informative and recommendation summaries.
- Performance & Analysis - Monthly dashboard and established KPIs, Monthly Connect readout & executive summary.
- Connect Guidance - Deep dive into aligning strategies with feature functionality, general guidance, up to 1 topic per month, up to 12 topics in total.

Acoustic Connect Strategic Service – Essential will provide continued strategic advice and direction in support of short and long-term goals and business objectives. This service is intended for a twelve-month term, should the initial order run shorter than twelve months, delivery will be prorated.

Acoustic will develop and maintain a strategic project matrix with direct reference to monthly work efforts aligned within the above framework. Travel expenses will be paid by the Customer and will be authorized through a Change Order Process.

6.4.2. Acoustic Connect Strategic Service – Standard

Acoustic Connect Strategic Service – Standard is intended to ride along a Customer's use of the Acoustic Connect solution, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This service is a remotely delivered service. The services will be provided as set forth in the Customer's Order and pro-rated to align with the Customer's contract term. The services will have the following delivery structure:

- Assessment & Reviews - Initial assessment, quarterly, and monthly revisitations to a strategic set of Acoustic Connect project topics, not to exceed 50 topics in total. Project topics can include, but are not limited to, the following: review of the ecosystem connected to Acoustic, not to exceed 3 solutions; up to 6 POVs informative and recommendation summaries; and up to 2 categorical creative reviews, with analysis.
- Performance & Analysis - Monthly dashboard and established KPIs, monthly Acoustic Connect readout & executive summary.
- Acoustic Connect Guidance - Deep dive into aligning strategies with feature functionality, general guidance, not to exceed 2 topics per month and 25 topics in total.

The Acoustic Connect Strategic Service – Standard will provide continued strategic advice and direction in support of short and long-term goals and business objectives. This service is intended for a twelve-month term, should the initial order run shorter than twelve months, delivery will be prorated.

Acoustic will develop and maintain a strategic project matrix with direct reference to monthly work efforts aligned within the above framework. Travel expenses will be paid by the Customer and will be authorized through a Change Order Process.

6.4.3. Acoustic Connect Strategic Service – Premium

The Acoustic Connect Strategic Service – Premium is intended to ride along a Customer's use of the Acoustic Connect solution, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This service is a remotely delivered service. The services will be provided as set forth in the Customer's Order and pro-rated to align with the Customer's contract term. The services will have the following delivery structure:

- Assessment & Reviews - Initial assessment, quarterly, and monthly revisitations to a strategic set of Acoustic Connect project topics, not to exceed 75 topics. Project topics can include, but are not limited to, the following: review of entire marketing ecosystem; up to 9 POVs informative and recommendation summaries; and up to 3 categorical creative reviews, including competitive and consultative analysis. Acoustic Connect team governance and oversight topics are also covered.

- Performance & Analysis - Monthly dashboard and KPIs, Monthly Acoustic Connect readout & executive summary.
- Acoustic Connect Guidance - Deep dive into aligning strategies with feature functionality and general guidance, not to exceed 4 topics per month, and 50 topics in total.

The Acoustic Connect Strategic Service – Premium will provide continued strategic advice and direction in support of short and long-term goals and business objectives. This service is intended for a twelve-month term, should the initial order run shorter than twelve months, delivery will be prorated.

Acoustic will develop and maintain a strategic project matrix with direct reference to monthly work efforts aligned within the above framework. Travel expenses will be paid by the Customer and will be authorized through a Change Order Process.

6.5. Managed Services

6.5.1. Acoustic Connect Managed Services

Acoustic Connect Managed Services provides up to 150 hours of remotely delivered Managed Services, per annum, including, but not limited to, list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting, and other in-product activities on behalf of the Customer. Turnaround for Managed Services is typically five business days for standard single mailing events. Some activities may require longer production cycles.

This service is intended for a twelve-month term but may be purchased for the duration of the contract and delivery will be prorated based on the month.

6.5.2. Acoustic Connect Workshop – Channel Refresher

This service provides optional consulting services for an existing Customer with new marketing employees to onboard to the SaaS Product. This service will enable users to fast-track training, review the existing configuration, and utilize functionality in the SaaS Product. This remotely delivered service offering provides up to 10 scheduled, one-hour meetings, which must be delivered within a 60-day period.

A consultant will guide Customer's employees (up to 3 participants) through basic understanding of the current SaaS Product configuration and core Acoustic Connect topics, including database and content best practices, email deliverability best practices, email program automation, scoring models, and reporting. Additional topics of choice related to Acoustic Connect can be covered as time permits.

An active contract to Acoustic Connect is required.

6.5.3. Acoustic Connect Flex Services

Acoustic Connect Flex Services provides access to Acoustic service team members to support the entire Customer journey from developing marketing strategy to best practice configuration, system health, and Managed Services. 15% of hours should be estimated for project management.

These hours can be purchased in buckets of 25 hours. These hours can be used for tasks to include onboarding, product configuration and expansion, education, best practices, custom application development, or project management. These hours can be transferred to perform Managed Services using a conversion formula (Consulting Hours x 1.2 = Managed Service Hours) or Strategic Services using a conversion formula (Consulting Hours x 0.80 = Strategic Service Hours). Managed Service hours can be used for tasks such as warm up of a new IP, migrating email templates for use in Acoustic Connect, or building and executing outbound campaigns in production. Strategic Service hours can be used for building a strategic marketing roadmap, marketing industry best practices and overall organizational health assessments. Acoustic will determine whether tasks are Managed Services or Strategic Services.

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

6.5.4. Acoustic Connect Product Consulting – 1 Hour

Acoustic Connect Product Consulting is a remotely delivered service 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 and can be combined with other packaged service hours to meet the minimum hour requirement.

6.5.5. Acoustic Connect Account Direction – 1 Hour

Acoustic Connect 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 just 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 and can be combined with other packaged service hours to meet the minimum hour requirement.

7. Service Levels & Additional Terms

7.1. Service Levels

7.1.1. Service Level Agreement

Customer is provided with the following availability service level agreement (SLA). The highest applicable compensation based on the cumulative availability of the SaaS Product as shown in the table below will be applied. 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 us regarding service availability issues are the SaaS Product support handbook at acoustic.com/acoustic-terms/.

| Availability | Credit (% of monthly contract fee*) |
|------------------|--|
| Less than 99.95% | 2% |
| Less than 99.0% | 5% |
| Less than 95.0% | 10% |

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

7.2. Charge Metrics

The following Charge Metrics apply to this SaaS Product:

Each type of Messaging Event is detailed below:

7.2.1. Email

Messages sent (via either marketing or transactional methods) include any message sent through scheduling, automating, or triggering an email message sent via targeting stored within Audience / contact record management or via testing. Customers sending email will have a specified messaging event rate.

7.2.2. SMS

- a. Messages sent are counted as Messaging Events at the point of delivery to a SMS gateway (Acoustic partner gateway or Customer's independent gateway) and not at the point of delivery to a mobile

device. Acoustic does not provide assurance that the outbound SMS can be successfully delivered to end customers. Customer is responsible for any accidentally triggered SMS messages. Customer is responsible for all messages suppressed by Acoustic partner gateway due to the end user being on a local suppression list, or these messages were sent outside the allowed hours in the intended country. Customer is also responsible for all messages rejected by the Acoustic partner gateway.

- b. Customers sending SMS messages will be billed per message at an agreed upon rate card depending on country and code type.
- c. Customer sending SMS messages with an independent SMS gateway (regardless of the country of origin) will have a specified SMPP Messaging Event rate.
- d. SMS message rates are based on the point of delivery. Customer is responsible for registering all number(s) as set forth above. If a SMS message is not sent from a locally acquired code, Customer will be charged the international send rate based on point of delivery to a mobile device where the end customer is located.

7.2.3. Mobile Push

- a. Mobile Push Notification Events include simple push notifications, in- app notifications, data only notifications, and inbox notifications. Simple push notifications, in- app notifications, simple push only and inbox only notifications are counted as 1 Messaging Event per device at the time of sending. When a simple push is sent together with an inbox notification, this is counted as 2 Messaging Events per send.
- b. Calculation of Messaging Events related to mobile push notifications shall include the number of mobile push notifications sent to devices which have opted to suppress mobile push notifications and the number of mobile push notifications sent to devices after the application was uninstalled. Customer is responsible for determining the entitlement volume for Messaging Events, which includes push notifications. Customers sending mobile push Notification Events will have a specified messaging event rate.

7.3. Social Audiences

A Contact Event is defined as the syndication (syncing) of a unique contact record by Social Audiences to a destination channel as part of a unique custom audience after the adding, replacing, or removing relevant contact records. For Social Audiences, a Contact Event will be counted each time a contact is syndicated as part of a custom audience regardless of whether the contact is matched in the destination channel. Customers syndicating social audiences will have a specified messaging event rate.

7.4. Content

Gigabyte or GB means 2 to the 30th power bytes of data processed by, used, stored, or configured in Acoustic Connect. Acoustic Connect uses Gigabyte to measure two metrics:

- a. Asset Storage means the total storage required for all Customer content and assets that are managed within Acoustic Content and is determined based on the peak usage measured each month.
- b. Data Transfer means the monthly cumulative total data transfer consumed by applications requesting content or assets from Acoustic Connect.

8. Additional Terms

8.1. Enabling Software

Acoustic Connect contains the following Enabling Software:

| Enabling Software | Applicable License Terms (if any) |
|--|---|
| Mobile Push – IOS software development kit (“SDK”) | https://github.com/Acoustic-Mobile-Push/iOS/blob/master/license/license.txt |

| | |
|--------------------------------|---|
| Mobile Push – Android SDK | https://github.com/Acoustic-Mobile-Push/Android/blob/master/docs/license/license.txt |
| Mobile Push – Cordova SDK | https://github.com/Acoustic-Mobile-Push/Cordova/blob/master/license/license.txt |
| Mobile Push – Xamarin SDK | https://github.com/Acoustic-Mobile-Push/Xamarin/blob/master/license/license.txt |
| Mobile Push – React Native SDK | https://github.com/Acoustic-Mobile-Push/React-Native/blob/master/license.txt |

8.2. Content Management System

8.2.1. Sample Content and Template Materials

Sample materials provided within Acoustic may include imagery, HTML, copy, website, and other channel materials and is designed to be used as a base from which additional channel materials can be created. All these names are fictitious and any similarity to the names and addresses used by actual persons or business enterprises is entirely coincidental. Starter sample materials may also contain text, images and/or similar content that are the copyrighted materials of Acoustic or third parties ("Sample Content"). Sample Content is provided for illustrative purposes only and Customer is not permitted to copy, display, retransmit or otherwise use or re-use the Sample Content (including, but not limited to, in Customer's production websites, channels or applications).

8.2.2. Content Overages

If actual content usage during the measurement period exceeds the entitlement before upgraded storage, Customer will be charged in arrears for the overage as specified in the usage summary. Such overage charges are due in addition to the base monthly entitlement charge.

8.2.3. Content Data Smoothing

For content data transfer gigabytes, if the contract 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 contract period and the same principles apply. If a contract period is less than 12 months or less than 12 monthly periods remain in a contract period, the number of monthly entitlements remaining in a contract will be used for the total number of entitled interactions in aggregate.