

## Acoustic Content

This Service Description describes the SaaS Product referred to as Acoustic Content. 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 Content enables Customers to store and manage web content and related assets such as images, documents, and videos. Acoustic Content may be used to create experiences as a headless content management system (CMS), a marketer-friendly website composing CMS, or a hybrid CMS. It provides a rich set of APIs to enable access to its facilities, as well as a tablet-friendly business user interface to manage content and assets.

#### 1.1 Acoustic Content

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

##### 1.1.1 Content Essentials Edition

Content Essentials Edition is designed for Customers with headless use cases for omni-channel content delivery. An Instance of this SaaS Product includes the following:

- 50 GB Asset Storage
- 500 GB Data Transfer
- Unlimited users
- One production and one non-production tenant
- One configured custom domain

Customer may also purchase additional gigabytes of Asset Storage or Data Transfer, custom domains, and additional non-production tenants.

##### 1.1.2 Content Standard Edition

Content Standard Edition is designed for Customers looking for a hybrid CMS with a frontend tool for website building as well as a set of APIs for headless, omni-channel content delivery. Content Standard Edition includes Sites Composer functionality for both business users and developers to build and manage websites. An Instance of this SaaS Product includes the following:

- 100 GB Asset Storage
- 1,000 GB Data Transfer
- Unlimited users
- One production and one non-production tenant
- One configured custom domain

Customer may also purchase additional gigabytes of Asset Storage or Data Transfer, custom domains, and additional non-production tenants.

##### 1.1.3 Content Premium Edition

Content Premium Edition is a hybrid CMS package designed for Customers who are looking for a CMS supporting multiple organizations or sites. Content Premium Edition features the Site Composer and APIs for headless, omni-channel content delivery that are found in the Standard Edition. An Instance of this SaaS Product includes the following:

- 1,000 GB Asset Storage
- 10,000 GB Data Transfer
- Unlimited users
- Ten production and ten non-production tenants
- Up to ten configured custom domains

Customer may also purchase additional gigabytes of Asset Storage or Data Transfer and custom domains. Additional production and non-production tenants may be deployed in specific numbers based on efficient use and as needed by the customer.

## **1.2 Optional Services**

### **1.2.1 Content AddOn Asset Storage 10 Gigabytes**

This add on increases Customer's Asset Storage allowance beyond what included in the Acoustic Content subscription in increments of 10GB.

### **1.2.2 Content AddOn Data Transfer 100 Gigabytes**

This add on increases Customer's Data Transfer allowance beyond what included in the Acoustic Content subscription in increments of 100GB.

### **1.2.3 Content Essentials AddOn Non-Production Tenant**

This SaaS Product provides for an additional non-production tenant for Essentials Edition Customers. Included with the non-production tenant is:

- 10 GB Asset Storage
- 100 GB Data Transfer

### **1.2.4 Content Standard AddOn Non-Production Tenant**

This SaaS Product provides for an additional non-production tenant for Standard Edition Customers. Included with the non-production tenant is:

- 25 GB Asset Storage
- 250 GB Data Transfer

### **1.2.5 Content AddOn Custom Domain**

This add-on option updates Customer's Content service with an additional custom domain configuration.

### **1.2.6 Content AddOn Shutterstock Media Image**

This add-on provides Customer the right to acquire image assets, including photos, vectors and illustrations, from asset libraries owned by the third party Shutterstock via the capability provided within Acoustic Content. Customer can purchase Shutterstock assets in unit of Entity IDs – which correlates to a single Shutterstock asset. Each asset acquired under this add-on is subject to [the terms of use for Media Entitlements in Shutterstock Add-On sections under Additional Terms]. Customer can utilize acquired images via Acoustic Content in any digital format for the duration of its Acoustic Content subscription.

### **1.2.7 Content Add-On Shutterstock Premier Image**

This add-on provides Customer the right to acquire image assets – including photos, vectors, and illustrations – from Shutterstock asset libraries via the capability provided within Acoustic Content. Customer can purchase Shutterstock assets in unit of Entity IDs – which correlates to a single Shutterstock asset. Each asset acquired under this add-on is subject to [the terms of use for Premier Entitlements in Shutterstock Add-on sections under Additional Terms]. Customer can utilize acquired images via Acoustic Content in any digital format for the duration of its Acoustic Content subscription.

### **1.2.8 Content Add-On Shutterstock Media Footage and Music**

This add-on provides Customer the right to acquire footage and music assets from Shutterstock asset libraries via the capability provided within Acoustic Content. Customer can purchase Shutterstock assets in unit of Entity IDs – which correlates to a single Shutterstock asset. Each asset acquired under this add-on is subject to [the terms of use for Media Entitlements in Shutterstock Add-on sections under Additional Terms]. Customer can utilize acquired assets via Acoustic Content in any digital format for the duration of its Acoustic Content subscription.

### **1.2.9 Content Add-On Shutterstock Premier Footage and Music**

This add-on provides Customer the right to acquire footage and music assets from Shutterstock asset libraries via the capability provided within Acoustic Content. Customer can purchase Shutterstock assets in unit of Entity IDs – which correlates to a single Shutterstock asset. Each asset acquired under this add-on is subject to [the terms of use for Premier entitlements in Shutterstock Add-on sections under

Additional Terms]. Customer can utilize acquired assets via Acoustic Content in any digital format for the duration of its Acoustic Content subscription.

### **1.3 Acceleration Services**

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

#### **1.3.1 Content Onboarding - Headless**

This offering provides subscribers of Acoustic Content with 8 hours of remotely delivered product and technical consulting in English. This may include consultation about and assistance with information architecture, content type definition and design (up to two content types), search queries, content delivery network, and product feature usage as agreed with customer. This service must be used within 90 days of purchase.

#### **1.3.2 Content Onboarding - CMS**

This offering provides subscribers of Acoustic Content with 40 hours of remotely delivered product and technical consulting in English. This may include consultation about and assistance with information architecture, content type definition and design (up to 5 content types), search queries, content delivery network, development tooling set up, site template customization assistance, API best practices and product feature usage as agreed with customer. This service must be used within 90 days of purchase.

### **1.4 Classic Editions**

#### **1.4.1 Content Classic Essentials Edition**

Content Essentials Edition provides Customer with the following asset storage and data transfer allowances:

- Asset Storage – 10GB
- Data Transfer – 100GB

#### **1.4.2 Content Classic Standard Edition**

Content Standard Edition provides Customer with the following asset storage and data transfer allowances:

- Asset Storage – 100GB
- Data Transfer – 1000GB

Content Standard Edition provides Customer with the ability to define a website that will be delivered by Acoustic Content. The Content Standard Edition includes capabilities to manage a site layout, create and manage web pages, and manage website publication.

#### **1.4.3 Content Classic Standard Edition Add-On Non-Production Environment**

This add-on provides Customer with an additional Non-Production Environment Instance of the Content Classic Standard Edition. It provides the following Asset Storage and Data Transfer allowances:

- Asset Storage – 25GB
- Data Transfer – 250GB

#### **1.4.4 Content Classic Standard Edition Add-On Multisite**

This add-on provides Customer the right to configure additional distinct host names within a single production environment instance of Content Classic Standard Edition. Customer may purchase this add-on in 5 Item increments.

## **2. Service Levels**

### **2.1 Service Level Agreement**

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

how to contact Acoustic regarding service availability issues are in Acoustic's SaaS support overview at [acoustic.com/acoustic-terms/](https://acoustic.com/acoustic-terms/).

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

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

### 3. Charges

#### 3.1 Charge Metrics

The following Charge Metrics apply to this SaaS Product:

- Instance means each access to specific configuration of Acoustic Content.
- Gigabyte or GB means 2 to the 30th power bytes of data processed by, used, stored or configured in Acoustic Content. Acoustic Content 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 Content.
- Engagement means a professional or training service related to Acoustic Content.
- Entity ID means a unique identifier for any entity identified within Acoustic Content. Each Entity ID corresponds to a single Shutterstock asset. Each asset may be made available in one or more resolution or formats within the same Entity ID.

### 4. Additional Terms

#### 4.1 Sample Materials

Sample materials provided with Acoustic Content may include a Starter Website.

"Starter Website" means a functional sample website pre-deployed in Acoustic Content, and is designed to be used as a base from which a customized website can be created. Starter Website sample materials may include the names of individuals, companies, brands and products in order to illustrate concepts as completely as possible. All of these names are fictitious and any similarity to the names and addresses used by actual persons or business enterprises is entirely coincidental.

Starter Website 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 or applications).

#### 4.2 Non-Production Environment Usage Restrictions

If the SaaS Product is designated as "Non-Production," the SaaS Product may solely be used by the Customer for internal non-production activities. Customer may use the Non-Production Environment to support Customer's application development and quality assurance processes. Customer is not authorized to use any part of the SaaS Product for any other purpose without acquiring the appropriate production entitlements.

#### 4.3 Overages

If actual usage of Acoustic Content during the measurement period exceeds the entitlement specified in the PoE, Customer will be charged in arrears for the overage as specified in the Transaction Document. Such overage charges are due in addition to the base monthly entitlement charge.

#### 4.3.1 Data Smoothing Charges

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

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

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

##### **Example:**

Customer has a 12 month subscription period and has acquired 100 Gigabytes Data Transfer under the Content AddOn Gigabytes Data Transfer entitlement. If Customer uses more than 1,200 Gigabytes 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.

#### 4.4 Shutterstock Add-On Usage Restrictions

The following section applies only to Shutterstock Add-On offerings:

- a. Customer shall not use any Shutterstock image or footage content:
  - (1) Except solely as incorporated into the products created and distributed using the SaaS Product.
  - (2) Together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
  - (3) As a trademark, service mark, or logo.
- b. Customer shall not use any Shutterstock image or footage content acquired under the Media entitlement:
  - Portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
- c. Customer shall not use any Shutterstock music content acquired under the Media entitlement:
  - (1) As a musical theme in connection with any products or services.
  - (2) In an audio-only capacity in which Shutterstock music is the primary content.
  - (3) Remixed or otherwise altered, except that Customer may engage in basic editing (e.g., setting start/stop points, determining fade-in/fade-out points, etc.).
- d. Customer shall not use any Shutterstock image or video content acquired under the Premier Entitlement portraying any Model in a way that a reasonable person would find offensive, including but not limited to depicting a model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; or (ii) engaging in any immoral or criminal activities.
- e. Nothing contained herein shall be deemed to transfer the copyright to any Shutterstock image, music, or footage to Acoustic or its Customer. Shutterstock and/or the various artists who provide images, music, or footage to Shutterstock own all rights, including the copyrights in and to the Shutterstock content, and reserve all rights in and to the Shutterstock content not expressly granted.

#### 4.5 Shutterstock Add-On Customer Indemnification

The following section applies only to Shutterstock Add-on offerings:

- a. Provided Customer has not breached the Usage Restrictions set forth above with respect to the Shutterstock Add-ons, Shutterstock will defend, indemnify, and hold Customer harmless up to the applicable limits set forth below. Customer's right to seek indemnification is contingent upon prompt written notice to Shutterstock of any underlying claim by email to [counsel@shutterstock.com](mailto:counsel@shutterstock.com). Such notification must include all reasonably relevant details of the claim then known to the client.
- b. Such indemnification shall only apply to claims for direct damages attributable to Shutterstock's breach of any privacy, publicity, reputation or intellectual property right of a third party. Shutterstock shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. The Customer shall cooperate with Shutterstock in the defense of any such claim and shall have the right to participate in any litigation at Customer's own expense. Shutterstock shall not be liable for any legal fees and/or other costs incurred prior to receiving notification of the claim as provided herein.
- c. Shutterstock's total maximum obligation and liability for each claim arising out of the Customer's use of Image shall be subject to the following limitations:
  - (1) For the Media entitlement: Fifty Thousand United States Dollars – US\$50,000.00.
  - (2) For the Premier entitlement: Uncapped.