GA360 Service Specific Terms

1.   DEFINITIONS.

Capitalised terms not defined in these GA360 Service Specific Terms have the meanings given to them in the General Platform Terms section of the GMP Reseller Terms (found here: https://legal.dentsu.com/googlereseller#general-platform-terms).

In these GA360 Service Specific Terms:

1.1.   "**Enhanced Packet**" has the meaning given in Clause 1.8.

1.2.   "**Event**" means a base unit of measurement that is processed in the Analytics 360 Service through a GA4 Property, which may include but is not limited to a page view, transaction, call to the Google Analytics system by an OSCI, screen view, custom event or other interactions with GA4 Properties capable of supporting multiple data streams.

1.3.   "**GA-OEP Property**" or "**GA-OEP Properties**" means the collection of settings and information associated with the same Property ID to which Hits or Events, as applicable, are sent from a Property or collection of Properties.

1.4.   "**Google Analytics 4 Property**" or "**GA4 Property**" means an Analytics 360 Property (formerly known as an 'App + Web' property) that uses an OSCI to send Events to the GA360 Service through Customer's account.

1.5.   "**Google Analytics**" means the standard 'Google Analytics' product made available to customers by Google for free.

1.6.   "**Google Standard Product Terms**" means the applicable and then-standard (i) Google Analytics Terms of Service available at http://www.google.com/analytics/tos.html, (ii) Optimize Terms of Service available at http://g.co/optimizetos, and (iii) Google Tag Manager Terms of Service available at https://www.google.com/analytics/tag-manager/use-policy/, each as between Company and Customer.

1.7.   "**Google Tag Manager**" means the standard 'Google Tag Manager' product made available to customers by Google for free.

1.8.   "**Hit**" means a base unit of measurement that is sent to Analytics 360 for processing through a UA Property, which may include but is not limited to a page view, a transaction, or a call to the system by an OSCI.

1.9.   "**Mobile SDK**" means a mobile operating system software development kit (together with any fixes, updates, and upgrades) made available to Customer by Company on Google's behalf so that developers may use in an application to send Hits or Events to the GA360 Services.

1.10.   "**OEP**" means an "Optimize 360 Enabled Property", which is a GA-OEP Property that is enabled for linking to Optimize 360.

1.11.   "**Optimize**" means the standard 'Optimize' product made available to customers by Google for free.

1.12.   "**Optimize Container**" means the code delivered through Optimize 360, through which Customer may serve code required to deliver modified visitor experiences.

1.13.   "**OSCI**" means an "Officially Supported Client Interface", which is a mechanism made available that can be used to send Hits and Events, as applicable, to Analytics 360.

1.14.   "**Platform Home**" means the user interface in the Google Marketing Platform through which Customer can access certain platform-level functionality.

1.15.   "**Publisher**" means a third party on whose web property or content Survey Questions may be placed.

1.16.   "**Report**" means the resulting analysis shown at www.google.com/analytics (or any other URL Company may provide from time to time).

1.17.   "**Roll-Up Event**" or "**Roll-Up Hit**" means an Event or Hit, respectively, that is additionally processed by a Roll-Up Property and stored therein.

1.18.   "**Roll-Up Property**" means an Analytics 360 account configuration setting by which Event-or Hit-level data, as applicable, from one or more Properties is additionally processed by Analytics 360 without an OSCI and stored in accordance with such configuration.

1.19.   "**Sub-Property**" means an Analytics 360 account configuration setting by which Event-level data from one GA4 Property is additionally processed by Analytics 360 without an OSCI and stored in accordance with such configuration.

1.20.   "**Sub-Property Event**" means an Event that is additionally processed by a Sub-Property and stored therein.

1.21.   "**Survey Questions**" means all questions submitted by Customer through Surveys 360.

1.22.   "**Survey Response Count**" means the total number of completed surveys submitted by End Users in response to Survey Questions.

1.23.   "**Survey Response Data**" means data submitted by End Users in response to Survey Questions.

1.24. "**Universal Analytics Property**" or "**UA Property**" means an Analytics 360 Property (also known as a 'Classic' property) that uses an OSCI to send Hits to the GA360 Service through Customer's account.

2. GA360 SERVICES.

2.1. License Grant. Upon Customer's execution of an Order Form indicating Customer's acceptance of the GMP Reseller Terms, and on the condition Google approves the same, Company grants to Customer and Customer's Subcontractors the non-exclusive right to access and use the GA360 Service, subject to the terms of the Agreement.

2.2. Customer is permitted to install, copy, and use the OSCIs (if Customer is purchasing Analytics 360) and GA360 Services solely on Customer's Properties, subject to the terms and conditions of the Agreement.

2.3. If Customer's GA360 Services account(s) (including accounts for any free versions of GA360 Service) is linked to a Google Marketing Platform organisation, certain data from Customer's GA360 Service accounts and/or data related to or derived from Customer's use of the Platform Home may be shared within the Google Marketing Platform organisation, made accessible to any entity or personnel with access to the Google Marketing Platform organisation, and will be subject to the applicable settings in the Platform Home. Notwithstanding Customer's data sharing settings within any of the GA360 Service accounts linked to such Google Marketing Platform organisation, Company and Google support representatives may have access to the Google Marketing Platform organisation and its data for the purpose of troubleshooting or servicing the Google Marketing Platform organisation.

2.4. Company will use commercially reasonable efforts to ensure that the GA360 Service (other than Surveys 360) meets the service levels indicated at in Exhibit A (the "**SLA**"). In the event of an SLA violation, the Customer's sole remedy shall be those specified in the SLA only.

2.5. Upon termination or expiration of the Order Form (as applicable):
   2.5.1. each Property is subject to Google's Downgrade Policies available at https://support.google.com/analytics/answer/9826983 (as modified from time to time) ("**Downgrade Policies**") and may be subject to downgrade as outlined therein; and
   2.5.2. the deletion terms in the Data Processing Terms will apply to the Customer Data to the extent applicable, and Company will procure Google otherwise:
      2.5.2.1. delete Customer Data if requested by Customer through the GA360 Service features made available to Customer; or
      2.5.2.2. render all Customer Data externally inaccessible within a reasonable time period after receiving a written request from Customer to do so; and
   2.5.3. Company acknowledges that continued GA360 Service use is subject to the Google Standard Product Terms; and
   2.5.4. Customer will not be permitted to export Customer Data processed in the performance of the GA360 Service except as the then-Standard Product Terms, as applicable, permits.

   With respect to Surveys 360, sub-clause 2.5.2.2 will only apply to the extent such Customer Data has not been made public before termination or expiration of the Order Form for Surveys 360 by Customer.

2.6. Any Subsidiary of Customer may receive the GA360 Service(s) provided under the Order Form so long as such entity remains a Subsidiary of Customer and provided that Customer will be liable for the acts and omissions of such Subsidiary to the extent any of such Subsidiary's acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability under the GMP Reseller Terms.

2.7. Data Processing Terms. The provision and use of the GA360 Services (excluding Surveys 360) is subject to the Data Processing Terms and the parties will comply with the Data Processing Terms with respect to such Services.

2.8. Save for in respect of Surveys 360, upon Customer's execution of an Order Form and resulting acceptance of the GMP Reseller Terms the Customer:
   2.8.1. hereby enters into the Data Processing Terms; and
   2.8.2. warrants that it has read and understood the Data Processing Terms and undertakes to comply with the Data Processing Terms.

3. CUSTOMER DATA.

3.1. As between Customer and Company, Customer will own all Customer Data and Company will take such actions reasonably necessary to ensure that Customer owns Customer Data provided that Customer authorises Company and in turn Google to use and disclose such Customer Data solely:

    3.1.1. as aggregate Service statistics, which will not include Personally Identifiable Information or information that identifies or would reasonably be expected to identify Customer or any Target Properties;

    3.1.2. to provide the GA360 Service and enforce its rights under this Agreement (it being understood and agreed that Customer's non-aggregated data will not be used or disclosed to any third party (except for Google or as otherwise expressly permitted by the Agreement) without Customer's written consent);

    3.1.3. in accordance with the settings in Customer's account and the Platform Home, as applicable; and/or

    3.1.4. if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using reasonable endeavours to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense)).

3.2. Confidentiality. Notwithstanding Clause 5 (Confidentiality) of the General Platform Terms, and subject to these GA360 Service Specific Terms, Customer Data is Confidential Information of Customer.

4. ANALYTICS 360.

4.1. With respect to Analytics 360 the terms in this Clause 4 shall apply.

4.2. Customer will not, and will not allow any third party to, use data labelled as belonging to a third party in Analytics 360 for purposes other than generating, viewing, and downloading Reports.

4.3. Customer's use of Analytics 360 is subject to Google's Analytics 360 Policies available at www.google.com/analytics/policies (as modified from time to time) ("**GA Policies**").

4.4. If Customer links a Property to Firebase projects ("**Firebase Linkage**") as part of using Analytics 360, the following sub-clauses 4.4.1 and 4.4.2 will, in addition to the all other terms applicable terms set out in the Agreement, apply in respect of Customer's use of the Firebase Linkage:

    4.4.1. certain data from Customer's Property, including Customer Data, may be made accessible within or to any other entity or personnel specified in the applicable Firebase settings; and

    4.4.2. the Property may have certain Service settings modified by authorised personnel specified in the applicable Firebase settings (notwithstanding the settings Customer may have designated for that Property within Analytics 360).

In the event of a conflict between this Clause 4.4 and the remainder of this Agreement, the terms in this Clause 4.4 will govern and control solely with respect to Customer's use of the Firebase Linkage.

4.5. Unless otherwise agreed by Company in writing (in its sole discretion), Customer will not utilise its Analytics 360 account to process more than: (i) 20 billion Hits per month across all of Customer's Analytics 360 Properties; or (ii) 10 billion Hits per month for any individual Analytics 360 Property.

4.6. If an Analytics 360 Property is downgraded in accordance with the Order Form or at Customer's request, during the Term (and not in connection with any termination or expiration of the Order Form), the Downgrade Policies will apply, and any use of such downgraded property is subject to the Google Standard Product Terms for Google Analytics.

5. OPTIMIZE 360.

5.1. With respect to Optimize 360 the terms in this Clause 5 shall apply.

5.2. Notwithstanding any other provision in this Clause 5, Customer may only link GA-OEP Properties to Customer's Optimize 360 account if it has all necessary rights to such GA-OEP Properties and shared Analytics 360 data and has all necessary rights to perform such linking.

5.3. This Agreement governs Customer's use of Optimize 360 on Customer's OEPs only. Customer's use of the Optimize on free Optimize properties will be governed by the Google Standard Product Terms.

5.4. If Customer downgrades an OEP to Optimize, Company reserves the right for itself and on behalf of Google, to bill Customer in accordance with the rates listed on the Optimize 360 sales partner pricing page if experiments continue to run on such downgraded OEP.

6. SURVEYS 360.

6.1. With respect to Surveys 360 the terms in this Clause 6 shall apply.

6.2. Customer's use of Surveys 360 hereunder is subject to the Google Surveys Policies available at https://support.google.com/surveys/answer/2375134 (as modified from time to time, the "**Google Surveys Policies**").

6.3. Customer is solely responsible for the content of all Survey Questions. Customer acknowledges that Google owns all rights, title and interest in the decision tools, formulae, metrics, ratings, scores, tracking methodologies and data provided by Google or Company to generate the reports and/or provide Surveys 360, including data generated pursuant to Clause 3.1 (Customer Data) of these GA360 Service Specific Terms. In addition to the rights granted in Clause 3 of these GA360 Service Specific Terms, Customer grants to Company a perpetual, irrevocable, non-exclusive, worldwide, transferable, royalty free right to use, copy, modify, distribute, and display Customer Data not directly identifiable with Customer and derivatives thereof for the improvement, provision, and operation of Surveys 360 ("**Licence**"). Company is entitled to sub-licence the Licence to Google provided that Customer Data directly identifiable with Customer is not shared with any other parties without Customer's consent.

6.4. Notwithstanding anything to the contrary in the Agreement: Customer will indemnify Company, its Affiliates, directors, officers and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from Customer's breach of: (i) Clause 6.3 of these GA360 Service Specific Terms; or (ii) the Google Surveys Policies. Subject to Clause 8.1 (Limitation of Liability) of the General Platform Terms, no limitations or exclusions of liability in the GMP Reseller Terms will apply to the indemnities in this paragraph.

7. TAG MANAGER 360.

7.1. With respect to Tag Manager 360 the terms in this Clause 7 shall apply.

7.2. Customer will not host the Tag Container on any domain other than the Tag Manager 360 domain without Company's prior written consent.

7.3. Customer represents and warrants that it has obtained all necessary rights to upload any non-Google tags and will comply with all terms and conditions relating to the use of all tags via Tag Manager 360.

7.4. Company is not liable for any claim or loss arising from or related to Customer's use of non-Google tags.

7.5. Customer will not configure its Tag Manager 360 account to request Tag Containers more than 20 billion times per month across all of a Customer's Tag Manager 360 Properties without Company's prior written consent.

EXHIBIT A

GA 360 Service Level Agreements

The following definitions shall apply for the purposes of this Exhibit A:

"Downtime" means the applicable definition of downtime set forth below for each SLA described below, in each case, excluding: (i) time resulting from technical malfunctions in the Mobile SDKs, in Customer's website's systems, or any other circumstances beyond Company's or Google's reasonable control (including, without limitation, Internet delays, network congestion and ISP malfunctions); and (ii) other than with respect to the UA 360 Collection SLA, time required for routine system maintenance (with notice to Customer, such as through in-product notifications) or Customer initiated account upgrades. Partial minutes or intermittent downtime for a period of less than one minute will not be counted towards Downtime. For purposes of the Collection SLAs, Downtime does not include client-side sampling.

"Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. For purposes of Analytics 360 and the GA 360 SLAs (as defined below), the 'total number of minutes in a calendar month are equal to the total number of minutes in a calendar month for which the applicable Property had an active Analytics 360 Order Form.

I. Analytics 360

Analytics 360 offers a different Service Level Agreement for each Property type available (either Universal Analytics (UA) or Google Analytics 4 (GA4)). If Customer has purchased Analytics 360 and is being billed according to GA4 Property Events under the relevant Order Form, the GA 360 SLA for GA4 Properties (detailed below) will apply. Otherwise if Customer has purchased Analytics 360 and is being billed according to Universal Analytics Property (formerly known as "Classic") Hits under the relevant Order Form, the UA 360 SLA (detailed below) will apply. In no event will Customer receive both the GA360 SLA and UA360 SLA under the same Order Form.

1. GA 360 SLA for GA4 Properties

Customer acknowledges that Google will use commercially reasonable efforts to ensure that the Analytics 360 Service meets the service levels indicated below for each GA4 Property (collectively, the "**GA 360 SLAs**"). If Google fails to meet the GA 360 SLAs in any calendar month, and if Customer meets its obligations under the GA 360 SLAs, Customer will be eligible to receive credit in accordance with the applicable credit percentage set forth below ("**GA4 Credit**") calculated against the Analytics 360 Monthly Service Fees paid by Customer for the calendar months during which Google failed to meet the applicable GA 360 SLAs.

In order to receive such GA4 Credit, Customer must notify Company of each impacted GA4 Property within 25 days from the time Customer becomes eligible to receive such GA4 Credit. Failure to comply with this requirement will forfeit Customer's right to such GA4 Credit. GA4Credit will be issued as a credit for the affected invoice (which Customer may apply to its following monthly invoice). The maximum GA4 Credit that Customer may be eligible for in the aggregate in any given calendar month is 25% of the Analytics 360 Monthly Service Fees for that month.

If Google fails to meet any of the GA 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Customer will have a one-time right to terminate its Order Form upon prior written notice to Company, subject to such notice being received by Company within 25 days of the end of the month in which Customer becomes eligible for such right of termination. The remedies set forth in these GA 360 SLAs are Customer's sole and exclusive remedies for any failure to meet the GA 360 SLAs. Google will make an SLA determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.

GA 360 SLA for GA4 Properties	Downtime	GA4 Credit % of Analytics 360 Monthly Service Fee	
Collection SLA: Analytics 360 Service collects Customer Data from GA4 Properties at an Uptime Percentage of at least 99.9%.	Periods during which time the collection component of the Analytics 360 Service is generally unavailable for a GA4 Property.	Uptime Percentage ≥96.0% but <99.9% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	GA4 Credit % 5% 10% 15% 25%

Reporting SLA: The reporting interface for GA4 Properties in the Analytics 360 Service is available for Customer's use at an Uptime Percentage of at least 99%. The Reporting SLA excludes the features set forth in the Reporting SLA Exceptions article available at https://support.google.com/analytics/answer/10999787 (as modified from time to time at Google's sole discretion) and does not apply to XL GA4 Properties.*	Periods during which time the Customer is unable to make a reporting request for a GA4 Property or otherwise log-in to the Analytics 360 Service interface for such GA4 Property.	Uptime Percentage ≥96.0% but <99.0% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	GA4 Credit % 5% 10% 15% 25%
Data Processing SLA: Except as set forth in the Data Processing SLA Exceptions article available at https://support.google.com/analytics/answer/10742670 (as modified from time to time at Google's sole discretion), the Analytics 360 Service processes collected Customer Data for each GA4 Property based on such Property's largest size classification* for the applicable calendar month as follows: (1) within 4 hours of receipt at an Uptime Percentage of at least 98% for Normal GA4 Properties; (2) within 48 hours of midnight (Pacific Time) at an Uptime Percentage of 98% of the time for Large GA4 Properties; and (3) within 7 days of midnight (Pacific Time) at an Uptime Percentage of 98% of the time for XL GA4 Properties.	Periods of processing delay during which time the Analytics 360 Service takes longer than the applicable timeframe for the corresponding GA4 Property size tier set forth in the Data Processing SLA to process collected Customer Data for such GA4 Property.	Uptime Percentage ≥96.0% but <98.0% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	GA4 Credit % 5% 10% 15% 25%

*For a given day, a Property is deemed (i) "**Normal**" if such Property has collected and processed fewer than 25 billion Events, (ii) "**Large**" if such Property has collected and processed 25 billion or more Events, and (iii) "**XL**" if such Property has collected and processed 250 billion or more Events, in each case, in the prior 31 day period (excluding the applicable given day (in the Property's timezone)). Notwithstanding the foregoing, a Property may be deemed "XL" for a given day if such Property has collected and processed an average of 15 billion or more Events over the prior 7 day period (excluding the applicable given day (in the Property's timezone)). For purposes of the Reporting SLA and Data Processing SLA under the GA 360 SLAs, the largest size classification given to GA4 Property under this paragraph in a calendar month period will determine the corresponding GA 360 SLA tier and/or availability for such Property over the same applicable calendar month.

The GA 360 SLAs apply solely to Customer Data collected directly through the then-current version(s) of OSCI (as defined in the GA360 Service Specific Terms, which, for the avoidance of doubt, excludes all deprecated features) and do not apply to any Customer Data collected, processed, or reported through the use of Integration Features or Universal Analytics Properties. For purposes of the GA 360 SLAs, 'Integration Feature' means any Analytics 360 Service feature that collects metrics by means other than through an OSCI, has an interface for displaying information collected via an OSCI that is separate from the Analytics 360 Service's or exports metrics to other Google or third party products or services. Integration Features include (but are not limited to) any Analytics 360 Service features that collect metrics from or export metrics to other Google or third party products including Google Ads, AdSense, and BigQuery. Integration Features also include Firebase and apply to Customer's use of, or data reported through, such service. The Reporting SLA does not apply to reporting on non-web based Google Analytics reporting UIs. The Collection SLA and Data Processing SLA only apply to the extent Customer sends data in accordance with the guidelines available at https://developers.google.com/analytics/ (as modified from time to time at Google's sole discretion). Beta Features, including GA4 Properties participating in the Google Analytics Alpha Program, are excluded from the GA 360 SLAs.

2. UA 360 SLA for Universal Analytics Properties

Customer acknowledges that Google will use commercially reasonable efforts to ensure that the Analytics 360 Service meets the service levels indicated below for Universal Analytics Properties (collectively, the "**UA 360 SLAs**"). If Google fails to meet the UA 360 SLAs in any calendar month, and if Customer meets its obligations

under the UA 360 SLAs, Customer will be eligible to receive credit in an amount equal to Analytics 360 Monthly Service Fees paid by Customer for the calendar months during which Google failed to meet the applicable UA 360 SLAs ("**Analytics Credit**").

In order to receive such Analytics Credit, Customer must notify Company within 25 days from the time Customer becomes eligible to receive such Analytics Credit. Failure to comply with this requirement will forfeit Customer's right to such Analytics Credit. Analytics Credit will be issued as a credit for the affected invoice (which Customer may apply to its following monthly invoice). For purposes of the Data Processing SLA, Company may, in lieu of providing the Analytics Credit pursuant to the terms of these SLAs, elect to re-process or restore applicable Customer Data, in which case Customer will no longer be eligible for such Analytics Credit. The maximum Analytics Credit that Customer may be eligible for in the aggregate in any given calendar month is 100% of Analytics 360 Monthly Service Fees.

If Google fails to meet any of the UA 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Customer will have a one-time right to terminate its Order Form upon prior written notice to Company, subject to such notice being received by Company within 25 days of the end of the month in which Customer becomes eligible for such right of termination. The remedies set forth in these UA 360 SLAs are Customer's sole and exclusive remedies for any failure to meet the UA 360 SLAs.

UA 360 SLAs for Universal Analytics Properties	Downtime
Collection SLA Analytics 360 Service collects Customer Data from Universal Analytics Properties at an Uptime Percentage of at least 99.9%.	Periods during which time the collection component of the Analytics 360 Service is generally unavailable to Google's customers.
Reporting SLA The reporting interface for Universal Analytics in the Analytics 360 Service is available for Company's use at an Uptime Percentage of least 99%.	Periods during which time the Customer is unable to log-in to the Analytics 360 Service interface for Universal Analytics.
Data Processing SLA Except as set forth in the Data Processing SLA Exceptions article available at https://support.google.com/analytics/answer/6223844?hl=en&ref_topic=2430414 (as modified from time to time at Google's sole discretion), the Analytics 360 Service processes collected Customer Data from Universal Analytics (1) within 4 hours of receipt at an Uptime Percentage of at least 98% for Universal Analytics Properties that receive fewer than or equal to 2 billion Hits per calendar month and (2) within 24 hours of midnight (Pacific Time) at an Uptime Percentage of 98% of the time for Universal Analytics Properties that receive more than 2 billion Hits per calendar month.	Periods of processing delay during which time the Analytics 360 Service takes longer than the applicable timeframe set forth in the Data Processing SLA to process collected Customer Data for Universal Analytics Properties.

The UA 360 SLAs apply solely to Customer Data collected directly through the then-current version(s) of OSCI (which, for the avoidance of doubt, excludes all deprecated features) and do not apply to any Customer Data collected, processed or reported through the use of Integration Features or GA4 Properties. For purposes of the UA 360 SLAs, "**Integration Feature**" means any Analytics 360 Service feature that collects metrics by means other than through an OSCI, has an interface for displaying information collected via an OSCI that is separate from the Analytics 360 Service's or exports metrics to other Google or third party products or services. Integration Features include (but are not limited to) any Analytics 360 Service features

that collect metrics from or export metrics to other Google or third party products including Google Ads, AdSense, Firebase, and BigQuery. The Reporting SLA does not apply to reporting on non-web based Google Analytics reporting UIs. The Collection SLA and Data Processing SLA only apply to the extent Customer sends data in accordance with the guidelines available at https://developers.google.com/analytics/ (as modified from time to time at Google's sole discretion). Beta Features are excluded from the UA 360 SLAs.

II. Optimize 360

Customer acknowledges that Google will use commercially reasonable efforts to ensure that the Optimize 360 Service meets the service levels indicated below (collectively, the "**Optimize 360 SLAs**"). For clarity, the Optimize 360 SLAs do not apply during Downtime. If Google fails to meet the Optimize 360 SLAs in any calendar month, and if Customer meets its obligations under the Optimize 360 SLAs, Customer will be eligible to receive credit in an amount equal to Optimize 360 Monthly Service Fees paid by Customer for the calendar months during which the Optimize 360 Service failed to meet the applicable Optimize 360 SLAs ("**Optimize Credit**").

In order to receive such Optimize Credit, Customer must notify Company within 25 days from the time Customer becomes eligible to receive such Optimize Credit. Failure to comply with this requirement will forfeit Customer's right to such Optimize Credit. Optimize Credit will be issued as a credit for the affected invoice (which Customer may apply to its following monthly invoice). The maximum Optimize Credit that Customer may be eligible for in the aggregate in any given calendar month is 100% of Monthly Service Fees.

If Google fails to meet any of the Optimize 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Customer will have a one-time right to terminate its Order Form upon prior written notice to Company, subject to such notice being received by Company within 25 days of the end of the month in which Customer becomes eligible for such right of termination. The remedies set forth in these Optimize 360 SLAs are Customer's sole and exclusive remedies for any failure by Google to meet the Optimize 360 SLAs. For clarity, the Optimize 360 SLAs and beta features are Confidential Information under the GMP Reseller Terms.

Optimize 360 SLAs	Downtime
Optimize Container Delivery SLA: Customer's Optimize Containers, as most recently published by Customer, will be served to Properties configured to send Hits to an OEP and enabled under the Optimize 360 Service at the lesser of the following: (i) 99.99% of Optimize Container requests, as most recently published by Customer; or (ii) the total number of Optimize Container requests in any calendar month minus 500 Optimize Container requests.	Periods of Optimize 360 unavailability.

The Optimize Container Delivery SLA only applies (1) if Customer uses Optimize 360 in accordance with the terms of the Agreement, (2) when the Optimize Container is requested of an Optimize 360 server and (3) the total number of requests for all Optimize Containers across all Properties is no more than 20 billion per month, calculated on a calendar monthly basis. Beta Features are excluded from the Optimize 360 SLAs. The Optimize 360 SLAs are not offered under the Order Form (when Customer is billed on GA4 Property Events and the GA360 SLAs would apply) and are not available for Properties configured to send Events to an OEP unless explicitly agreed to in writing.

III. Tag Manager 360

Customer acknowledges that Google will use commercially reasonable efforts to ensure that the Tag Manager 360 Service meets the service levels indicated below (collectively, the "**Tag Manager 360 SLAs**"). For clarity, the Tag Manager 360 SLAs do not apply during Downtime. If Google fails to meet the SLAs in any calendar month, and if Customer meets its obligations under the Tag Manager 360 SLAs, Customer will be eligible to receive credit in an amount equal to Tag Manager 360 Monthly Service Fees paid by Customer for the calendar months during which the Tag Manager 360 Service failed to meet the applicable Tag Manager 360 SLAs ("**Tag Manager Credit**"). If Customer is receiving Tag Manager 360 for free, the "Tag Manager Credit" will be an amount equal to Company's standard wholesale Monthly Service Fee for up to 50,000,000 Tag Container requests per month as of the Tag Manager 360 Effective Date (e.g., $2,000 USD per month); provided however, such "Tag Manager Credit" amount will not exceed the total amount paid by Customer for all GA 360 products for the applicable calendar month(s) in which the Tag Manager 360 Service failed to meet the Tag Manager 360 SLAs.

In order to receive such Tag Manager Credit, Customer must notify Company within 25 days from the time Customer becomes eligible to receive such Tag Manager Credit. Failure to comply with this requirement will forfeit Customer's right to such Tag Manager Credit. Tag Manager Credit will be issued as a credit for the affected invoice (which Customer may apply to its following monthly invoice). The maximum Tag Manager Credit that Customer may be eligible for in the aggregate in any given calendar month is 100% of Monthly Service Fees.

If Google fails to meet any of the Tag Manager 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Customer will have a one-time right to terminate its Order Form upon prior written notice to Company, subject to such notice being received by Company within 25 days of the end of the month in which Customer becomes eligible for such right of termination. The remedies set forth in these Tag Manager 360 SLAs are Customer's sole and exclusive remedies for any failure to meet the Tag Manager 360 SLAs.

Tag Manager 360 SLAs	Downtime
Tag Management Tag Container Delivery SLA: Customer's Tag Container requests, as most recently published by Customer, will be served to Properties enabled under the Tag Manager 360 Service at the lesser of the following: (i) 99.99% of Tag Container requests, as most recently published by Customer; or (ii) the total number of Tag Container requests in any calendar month minus 500 Tag Container requests.	Periods of Tag Manager 360 Service unavailability.
Tag Management Configuration SLA: The Tag Container configuration interface provided as part of the Tag Manager 360 Service is available for Customer's use in connection with the Tag Manager 360 Service at an Uptime Percentage of 99%.	Periods of Tag Manager 360 Service unavailability during which time the Customer is unable to log-in to the Tag Manager 360 front-end

The Tag Management Container Delivery SLA and Tag Management Configuration SLA only apply if Customer uses the Tag Manager Service 360 in accordance with this Agreement. The Tag Management Container Delivery SLA applies only when: (1) the Tag Container is requested of a Tag Manager 360 server; and (2) the total number of requests for all Tag Containers across all Properties is no more than 20 billion per month per Customer, calculated on a calendar monthly basis. Beta Features are excluded from the Tag Manager 360 SLAs.