ANALYTICS SERVICE AGREEMENT

MERKLE DATA AND BUSINESS CONSULTING (TAIWAN) CO. LTD., 10th Floor, No.100 Songren Rd., Xinyi Dist., Taipei City 11073, Taiwan, R.O.C. ("Reseller", "we", "us", "our") is an authorised reseller of the Analytics Service ("Service") and has agreed to make the Service available to you ("Customer", "You", "your") as set out in the Order Form below and in accordance with the attached Terms and Conditions. This Agreement (the "Agreement") consists of this Order Form, the Terms and Conditions and any other schedules or appendices attached to this Order Form. The Agreement shall commence, subject to the condition below, on the date it is signed by us (the "Effective Date") and (subject to earlier termination in accordance with the Terms and Conditions) shall continue for the Service Term.

THIS ORDER FORM AND THE PROVISION OF THE SERVICE IS SUBJECT TO ACCEPTANCE BY GOOGLE IN ITS SOLE DISCRETION AND GOOGLE IS UNDER NO OBLIGATION TO PROVIDE THE SERVICE TO YOU UNTIL GOOGLE HAS ACCEPTED AN ORDER FORM, PROVIDED THAT GOOGLE RESERVES THE RIGHT TO PRE-APPROVE A CUSTOMER PRIOR TO THE ISSUANCE OF AN APPLICABLE PURCHASE ORDER.

Signed by ACER INCORPORATED, a company registered in Taiwan (Company Number 20828393), whose registered address is 9th Floor, No. 88, Sec. 1, Xintai 5th Road, Xizhi, New Taipei City 221, Taiwan ("**Customer**")	Signed on behalf of MERKLE DATA AND BUSINESS CONSULTING (TAIWAN) CO. LTD., a company registered in Taiwan (Company Number 27770826), whose registered address is 10th Floor, No.100 Songren Rd., Xinyi Dist., Taipei City 11073, Taiwan, R.O.C. ("**Reseller**")
Name: Victor Chien **Job title (if applicable):** Corporate President **Signed:** **Dated:** JUL 1 9 2024	**Name:** Jennifer Tang **Job title (if applicable):** Chairman **Signed:** **Dated:**

Customer Information

Customer Name: ACER INCORPORATED
Address: 9th Floor, No. 88, SEC. 1, XINTAI 5th ROAD, XIZHI, NEW TAIPEI CITY 221, TAIWAN
Contract Person: Imai Hsu
Email: Imai.Hsu@acer.com
Telephone: 02-2696-3131 # 3804

AI 242593

Order Form

Effective Date: 2024/08/01
Initial Term: 12 months from the Effective Date
Service Fee: The service fee is listed in APPENDIX B and shall be paid by the Customer within 60 days from the end of the month of Customer's receipt of each valid invoice.
Subscribed Analytic Services: In consideration of the Service Fee the Reseller will provide the ANALYTICS Service listed herein from the Effective Date for the Term with reasonable care and skill and in accordance with the applicable SLA and this Agreement. 【Insert the subscribed services】 Analytics 360 Tag Manager 360 【Additional Product Information】 If Analytics 360 is specified under Analytics Service on this Order Form, Customer acknowledges that this Order Form is for the subscription of Google Analytics 4 Properties and to the extent Universal Analytics Properties are maintained under the Analytics Service, such UA Properties are subject to the UA Properties Downgrade set forth in Clause 9 of the Terms and Conditions.
Technical Support: As indicated in APPENDIX C
Auto-renewal: No
Currency: USD

Unless otherwise stated, all terms used in this Order Form shall have the meanings ascribed to them in the Terms and Conditions. In the event of any conflict between the Order Form and the Terms and Conditions (including Appendices) this Order Form shall take precedence.

All other terms and conditions (even though such terms may be included in a later document, acknowledgement or confirmation of order, purchase order or similar document; and/or purport to exclude or supersede any terms which are inconsistent with them) are hereby excluded. The Customer hereby waives irrevocably any right which it may otherwise have to rely on such terms and conditions.

Terms and Conditions

1. Application of The Order Form and The Terms and Conditions

1.1. Subject to Clause 1.2, these Terms and Conditions, together with the applicable terms contained herein and the Order Form to which they relate, shall upon Customer's acceptance, form the valid contract between Reseller and the Customer for the subscribed Analytics Services set forth in the Order Form.

1.2. This Agreement represents the entire agreement between the Parties and supersedes all previous contracts, understanding, representations, or arrangements of any kind between the Parties relating to the subscription of Analytics Services. Unless otherwise stated in this Agreement, no addition to or modification of these terms shall be binding on the Parties unless made by a written instrument which the Parties mutually agree in writing.

2. Effect Of Order Form

2.1. The Parties shall describe the Analytics Services that Customer intend to subscribe in the Order Form. Once the Order Form is completed and signed by Customer and delivered to Reseller, it shall constitute an acceptance by Customer to subscribe the Analytics Services subject to these Terms and Conditions. Reseller shall only be deemed to have accepted the commercial terms set forth in the Order Form if an authorized representative of Reseller has signed the Order Form.

3. Term of Agreement

The Agreement will become effective from the Effective Date set forth in the Order Form and will, unless otherwise terminated by either Party pursuant to the provisions under this Agreement, remain effective during the Initial Term. If the Order Form indicates that the Agreement will renew automatically, this Agreement will renew automatically upon the expiration of the Initial Term and will continue for successive terms of one year (each a "**Renewal Term**") unless either Party provides written notice to the other Party, at least 30 days before the expiration of the Renewal Term, of its intention not to renew the Agreement.

4. Payment

4.1. Customer will pay twelve (12) months advance charge in accordance with the monthly plan B in Appendix B. The invoice amount is USD 90,000 (pre-tax).

4.2. Customer shall pay the Service Fee to the bank account designated by Reseller pursuant to the payment terms set forth in the Order Form. Reseller needs to issue Taiwan Government uniform invoice ("GUI") to Customer, and, in addition to the Service Fee, Customers agrees to pay value-added tax ("VAT") and any applicable tax in accordance with the applicable laws.

4.3. Provided that both Parties agreed in the Order Form that the payment will be made in USD, the exchange rate shall follow Bank of Taiwan's (http://rate.bot.com.tw/xrt?Lang=zh-TW) NT$/US$ Cash Middle Rate (the average of the buying rate and selling rate) at the closing by the first working day of Reseller's issuance of the respective GUI month.

5. Disclaimer and Limitation On Liability

5.1. Except as expressly provided for in the Agreement and to the maximum extent permitted by

applicable law, EITHER PARTY DISCLAIMS AND EXCLUDES ANY WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY DISCLAIMS AND EXCLUDES, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

5.2. To the fullest extent permitted by law, under no circumstances shall either Party be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, depletion of goodwill, pure economic loss, loss of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.

5.3. Reseller's total cumulative liability to Customer for any loss or damages resulting from claims, demands, or actions arising out of or relating to this Agreement or the Analytics Service subscribed by Customer shall not exceed the Service Fee paid or payable by Customer of the respective month in which the relevant claim occurs.

6. Confidentiality

6.1. **"Confidential Information"** means information disclosed by one Party to the other Party under the Agreement that is marked as confidential or would normally be considered confidential (e.g., product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, was independently developed by the recipient without reference to the discloser's confidential information, or is rightfully given to the recipient by a third party without confidentiality obligations.

6.2. Each Party shall: (a) protect the other Party's Confidential Information (including Google's Confidential Information that the party may obtain from its use of the Service) with the same standard of care it uses to protect its own Confidential Information (but in no event less than a reasonable standard of care); and (b) not disclose the Confidential Information, except to **Affiliates,** employees and agents who need to know it and who have agreed in writing to keep it confidential. Each Party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under the Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section. Upon termination of the Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of compliance with this Clause 6.1. The provisions of this Clause 5shall survive the expiration or termination of this Agreement, however arising. Under this Agreement, **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control of a Party.

6.3. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another Party.

6.4. Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. Termination

7.1. Each party may terminate the Agreement if: (a) the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) the other Party is in material breach of these Agreement more than two times during the term of this Agreement even if the breaches were cured.

7.2. Customer acknowledges that the Reseller shall be entitled, at its own cost, to obtain credit insurance covering on the Service Fee incurred by Customer under this Agreement. Where, for any reason such credit insurance cover is either refused, withdrawn, revised or inadequate to cover the payment obligation borne by Customer, notwithstanding Clause 7.1, Reseller will be entitled to (i) cancel existing Order Form, without being responsible for any losses or additional costs incurred by the Customer as a result of any such cancellation, (ii) automatically suspend the Analytics Services in the Order Form, and/or (iii) terminate this Agreement in writing.

7.3. Upon any termination or expiration of the Agreement, Google will stop providing the Analytics Service on behalf of Reseller. In the event of any termination or expiration: (a) within a reasonable time after Customer provides written notice to Reseller to delete Customer Data, Reseller will render Customer Data permanently inaccessible, and (b) continued use of Google Analytics will be subject to Google's then standard Google Analytics Terms of Service available at http://www.google.com/analytics/tos.html and (c) for clarity, Customer will not be permitted to export Customer Data (except as the then-standard Google Analytics product permits).

8. Anti -Bribery

Each Party warrants and undertakes that: (i) it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (**"Relevant Requirements"**); and (ii) it has and shall maintain in place throughout the term of this Agreement all policies and procedures necessary to ensure its compliance with the Relevant Requirements.

9. Additional Terms

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

9.2. <u>Analytics 360 Universal Analytics Properties Downgrade</u>. Customer acknowledges that the Order Form is for the purchase of GA4 Properties under the Analytics Service and that the Service Fee(s) for the Analytics Service and any Service Level Agreement under this Order Form do not include UA Properties. Notwithstanding the foregoing, Google may continue to make available the Analytics Service under this Analytics Order Form for UA Properties. To the extent Customer maintains UA Properties in connection with the Order Form, Customer acknowledges that Google reserves the right

to downgrade such UA Properties 90 days after the Effective Date of (i) this Order Form, in the case of Company UA Properties, and (ii) the applicable Analytic Service Agreement, for each Customer and their corresponding UA Properties (as applicable) (the "**UA Properties Downgrade**").

9.3. <u>Surveys 360</u>. Notwithstanding Section 2 (l) of the Analytics Service Specific Terms, Customer's use of the Surveys 360 hereunder is subject to the applicable Google Surveys Policies available at https://support.google.com/surveys/answer/2375134 (as modified by Google from time to time, "Google Surveys Policies").

9.4. The Agreement and the Order Form incorporates by reference and is subject to the general Google Platform Services Terms and Conditions ("**Platform Terms**", available at https://www.google.com/doubleclick/platform/apac/terms/) and the Google Marketing Platform Analytics Service Specific Terms ("**Analytics Service Specific Terms**", available at https://www.google.com/intl/en_us/ads_platforms/gmp/analytics/terms.html) (each as updated by Google from time to time and, collectively, the " **Ancillary Terms**"). Customer shall be deemed and be bound as the Company under the Ancillary Terms, and Customer should read the Ancillary Terms carefully before entering into this Agreement. Customer acknowledges and agrees that Google reserves the right to amend the Ancillary Terms from time to time and Customer will check the Ancillary Terms regularly for updates. Any capitalized term used but not defined in this Agreement will have the meaning given to it in the Ancillary Terms. Notwithstanding the foregoing, in the event of any conflict between the Terms and Conditions (including Appendices) herein and the Ancillary Terms, the Terms and Conditions shall prevail.

10. Miscellaneous

10.1. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement (other than payment obligations) caused by circumstances beyond its reasonable control (**"Force Majeure Event"**). The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

10.2. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purposes. No party shall have authority to act as agent for, or to bind the other party in any way.

10.3. Unless otherwise explicitly stated in this Agreement, neither Party may assign or subcontract its rights and/or obligation under this Agreement without the prior written consent from the other Party, and the assigning or subcontracting Party shall procure that (i) the assignee agrees in writing to be bound by the terms of the Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any attempt assignment or subcontract shall be null and void.

10.4. If any provision of this Agreement is found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which will remain in full force and effect.

10.5. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall

preclude or restrict the further exercise of that (or any other) right or remedy.

10.6. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude any rights provided by law.

10.7. This Agreement shall be governed by and constructed in accordance with the laws of Taiwan, without regard to its conflict of law principles. Any and all disputes arising from or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the Taiwan Taipei District Court.

APPENDIX A

GA 360 Service Level Agreements

For purposes of clarification, unless otherwise noted herein, all capitalized terms used in these GA 360 Service Level Agreements (the "SLAs") will have the meaning given to them in the applicable APA, Google Platform Services Terms and Conditions, and GA 360 Suite Order Form, GA 360 Order Form and/or Analytics Order Form (as modified from time to time) in place between Company and Google and will be applicable to the extent Company is purchasing the specific Analytics Service (as defined in the GA 360 Suite Order Form, GA 360 Order Form and/or the Analytics Order Form). The SLAs may be modified at any time with at least 7 days prior written notice; provided that the SLAs provided to existing customers will not change until the applicable current contract term expires.

Definitions

"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 Company's website's systems, or any other circumstances beyond 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 Company, 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 (learn more about upgrades and downgrades).

Google Analytics 360

Google Analytics 360 offers a different Service Level Agreement for each Property type available (either Universal Analytics or Google Analytics 4 (GA4)). If Company has purchased Analytics 360 and is being billed according to Universal Analytics Property (f/k/a "Classic") Hits under the relevant GA 360 Suite Order Form or GA 360 Order Form, Google will provide the UA 360 SLA for Universal Analytics Properties outlined below. The GA 360 SLA for GA4 Properties outlined below will not be provided under the same GA 360 Suite Order Form or, GA 360 Order Form that is billed according to Hits. If Company has purchased Analytics 360 and is being billed according to GA4 Property Events under the relevant Analytics Order Form, Google will provide the GA 360 SLA for GA4 Properties outlined below. To the

extent, Company maintains Universal Analytics Properties under the same Order Form, Google will also provide the UA 360 SLA for Universal Analytics Properties up until the UA Properties Downgrade (as defined in the applicable Order Form) or such later date as communicated by Google to Company in writing. To the extent the UA 360 SLA and the GA 360 SLA have not been met in the same month, Company will only be eligible to claim credit under one SLA as it relates to the Analytics 360 Monthly Service Fees for that month.

GA 360 SLA for GA4 Properties

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 Company meets its obligations under the GA 360 SLAs, Company 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 Company for the calendar months during which Google failed to meet the applicable GA 360 SLAs.

In order to receive such GA4 Credit, Company must notify Google technical support (see here) of each impacted GA4 Property within 30 days from the time Company becomes eligible to receive such GA4 Credit. Failure to comply with this requirement will forfeit Company's right to such GA4 Credit. GA4 Credit will be issued as a credit for the affected invoice (which Company may apply to its following monthly invoice). The maximum GA4 Credit that Company 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, Company will have a one-time right to terminate its Analytics Order Form upon prior written notice to Google, subject to such notice being received by Google within 30 days of the end of the month in which Company becomes eligible for such right of termination. The remedies set forth in these GA 360 SLAs are Company's sole and exclusive remedies for any failure by Google 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 Company Data from GA4 Properties at an Uptime Percentage of at least 99.9%.	Time during which 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 Company'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.*	Time during which the Company 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 Company 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,	Times of processing delay during which 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 Company 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%

(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.			

* 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 per day 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 Company Data collected directly through the then-current version(s) of OSCI (as defined in the Analytics Service Specific Terms, which, for the avoidance of doubt, excludes all deprecated features) and do not apply to any Company 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 Company'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 Company 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.

Tag Manager 360

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 Company meets its obligations under the Tag Manager 360 SLAs, Company will be eligible to receive credit in an amount equal to Tag Manager 360 monthly fees paid by Company for the calendar months during which Google failed to meet the applicable Tag Manager 360 SLAs ("Tag Manager Credit"). If Company is receiving the Tag Manager 360 Service for free, the "Tag Manager Credit" will be an amount equal to Google's standard retail Monthly Service Fee for up to 50,000,000 Tag Container requests per month as of the Tag Manager 360 Effective Date (e.g., $4,000 USD per month); provided however, such "Tag Manager Credit" amount will not exceed the total amount paid by Company for all GA 360 products for the applicable calendar month(s) in which Google failed to meet the Tag Manager 360 SLAs. In order to receive such Tag Manager Credit, Company must notify Google technical support within 30 days from the time Company becomes eligible to receive such Tag Manager Credit. Failure to comply with this requirement will forfeit Company's right to such Tag Manager Credit. Tag Manager Credit will be issued

as a credit for the affected invoice (which Company may apply to its following monthly invoice). The maximum Tag Manager Credit that Company may be eligible for in the aggregate in any given calendar month is 100% of monthly 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, Company will have a one-time right to terminate its GA 360 Order Form, GA 360 Suite Order Form and/or Analytics Order Form (as applicable) upon prior written notice to Google, subject to such notice being received by Google within 30 days of the end of the month in which Company becomes eligible for such right of termination. The remedies set forth in these Tag Manager 360 SLAs are Company's sole and exclusive remedies for any failure by Google to meet the Tag Manager 360 SLAs.

Tag Manager 360 SLAs	Downtime
Tag Management Tag Container Delivery SLA Company's Tag Container requests, as most recently published by Company, 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 Company, 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 Company'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 Company 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 Company uses the Tag Manager Service 360 in accordance with the applicable APA, Platform Services Terms and Conditions, and GA 360 Order Form, GA 360 Suite Order Form and/or Analytics Order Form (as applicable). 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, calculated on a calendar monthly basis. Beta Features are excluded from the Tag Manager 360 SLAs.

Reference

https://marketingplatform.google.com/about/analytics_products/sla/

Last Updated: December 15, 2022

APPENDIX B

PRICING TERMS
EFFECTIVE DATE: 2024/08/01
INITIAL TERM: 12 months from the Effective Date

SERVICE FEE TABLE:

Items	Events Per Month		Unit Price Per Million Events	Remarks	Monthly Fees (PreTax)
	Start	End			
Base Fee	Up to	25M	-	Base	USD 2,500
Variable Event Fee	25M	500M	USD 10.5 / Per Million Events	Charge by Usage	
	500M	2500M	USD 2.5 / Per Million Events	Charge by Usage	
	2500M	10,000 M	USD 0.7 / Per Million Events	Charge by Usage	

MONTHLY PLAN

Plan		Usage (event per Month)	Monthly Fee (PreTax)	Minimum Service Obligation
【　】	A	On demand (25 M)	USD 2,500	2 hours per month
【●】	B	500 M (5 億)	USD 7,500	5 hours per month
【　】	C	1,000 M (10 億)	USD 8,750	6 hours per month
【　】	D	2,000 M (20 億)	USD 11,250	7 hours per month
【　】	E	2,500 M (25 億)	USD 12,500	8 hours per month

Remarks
1. Client selected Monthly Plan 【 B 】. The Monthly fee is USD 【 7,500 】 and the annual usage is 【6,000 M】
2. Agency will provide usage report to client monthly so that client will understand how much annual usage quota is left.
3. If the annual accumulated usage exceeds 【6,000 M】 before the end of this contract period, then Merkle will follow "Service Fee Table" in Appendix B to bill extra usage fee.
4. If the annual accumulated usage does not exceed 【6,000 M】 by the end of this contract period, those usage left can be extended for one more contract year.

VALUE ADDED SERVICE

Items	Description	Scope
Consult Hour	1. Client will issue a ticket to Merkle when any support service in scope is needed. 2. Merkle will reply in a workday once receiving the ticket.	【 5 hours per month 】
GMP Online Workshop	3. Merkle will provide 12 hours of online workshops every year. 4. Merkle's trainer will cover these six topics (Google Analytics 4, GTM for IT, GTM for Marketing, Big-Query, Firebase, Data Studio)	12 hours per year

APPENDIX C

Minimum Support Obligations

In conjunction with Sales Partner's resale of the Analytics Service, Sales Partner will provide to its Customers, at a minimum, the following applicable support and training related to the service Sales Partner is reselling:

Analytics 360

INSTALLATION SUPPORT:

Sales Partner will provide commercially reasonable initial and ongoing implementation guidance for Analytics 360 for 1 Property of Customer's choosing. With respect to Mobile SDKs, any implementation support provided by Sales Partner will be limited to: (i) the then-current Mobile SDK and (ii) for a period of 6 months after the release date of the then-current Mobile SDK, the version of the Mobile SDK that immediately preceded the then-current Mobile SDK.

ON-GOING SUPPORT:

Sales Partner will use commercially reasonable efforts to meet target response and resolution timeframes substantially similar to those set forth at https://support.google.com/analytics/answer/6215195 (as modified from time to time at Google's sole discretion). The priority level of support cases logged by Customer will initially be designated by Customer, in its reasonable discretion based on the descriptions in the table at the link above. Sales Partner Customer Support may lower the priority level designation of any case (a "Priority Adjustment") if Sales Partner, in its reasonable discretion, believes that Customer's initial priority designation does not comport with the descriptions in the table. Sales Partner Customer Support will notify Customer as soon as is reasonably practicable of any Priority Adjustment. Sales Partner Customer Support may also perform a Priority Adjustment while permanent solutions are being developed, as soon as a workaround solution is implemented.

With respect to Mobile SDKs, on-going support provided by Sales Partner will be limited to: (i) the then-current Mobile SDK and (ii) for a period of 6 months after the release date of the then-current Mobile SDK, the version of the Mobile SDK that immediately preceded the then-current Mobile SDK.

Target resolution times are goals. Depending on the volume and severity of tickets submitted, response times and time to resolution may vary. Occasionally an issue needs to be escalated to our engineering team. In such cases, it may take more time to resolve the issue. Sales Partner's customer support representative

will keep Customer informed throughout the process.

In addition to the above on-going support:

1. For each Customer that purchases Universal Analytics Properties (based on Hits) from Sales Partner, Sales Partner will provide Customers with the necessary services from the service categories specified in the Partner Menu of Services, support and/or training, up to 10 hours per month per Customer. The applicable services, support or training provided will be at the Sales Partner's reasonable discretion and must be in connection with Analytics 360. Sales Partner may charge Customers for such support services if Sales Partner provides more than 10 hours of support per month.

2. For each Customer that purchases Google Analytics 4 Properties (based on Events) from Sales Partner, Sales Partner will provide Customers with the necessary services from the service categories specified in the Partner Menu of Services, support and/or training, up to the number of hours specified for each applicable volume tier set forth below. The applicable services, support or training provided will be at the Sales Partner's reasonable discretion and must be in connection with Analytics 360. Sales Partner will reasonably designate in good faith the applicable tier for each Customer. Google reserves the right to specify additional tiers and hours in writing to Sales Partner.

   - 2 hours per month for up to 25M Events per month
   - 5 hours per month for up to 500M Events per month
   - 8 hours per month for up to 2.5B Events per month
   - 10 hours per month for 2.5B Events or more per month

TRAINING:

Customers may attend regularly-scheduled Analytics 360 Service training classes to be delivered by Google via webinar.

Reference

https://marketingplatform.google.com/about/reseller/MSO/

Last Updated: 23 August 2021