Analytics 360: Customer Minimum Terms (APAC)

Last modified April 1, 2017

Reseller's agreement with Customer governing Customer's use of Analytics 360 (formerly known as Google Analytics Premium) (the "**Agreement**") must contain terms no less protective of either (i) Google Asia Pacific Pte. Ltd., if customer is not in Australia or (ii) Google Australia Pty Ltd, if customer is in Australia("**Google**") and no less restrictive as the following (the "**CMTs**"):

1. DEFINITIONS

"**Account**" refers to the billing account for the Service.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control of a party.

"**Beta Feature**" means any Service feature that is expressly identified as "Beta" or "Labs" or that is otherwise expressly identified as unsupported. Notwithstanding anything to the contrary in the Agreement, Google will have no liability under the Agreement arising out of or related to any Beta Features.

"**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.

"**Customer**" means the entity to whom Reseller sells the Service.

"**Customer Data**" means the data concerning the characteristics and activities of Visitors collected through use of an OSCI and then processed by the Analytics 360 Service.

"**Documentation**" means any accompanying documentation made available to Customer by Google for use with the Processing Software, including any documentation available online.

"**Downtime**" means the applicable definition of downtime set forth below for each SLA, 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 Google's reasonable control (including, without limitation,

Internet delays, network congestion and ISP malfunctions) and (ii) other than with respect to the Collection SLA, time required for routine system maintenance (with notice to Customer, such as through in-product notifications) or customer initiated account upgrades.

"**Deprecated Feature**" means any Service feature that has been documented as being deprecated in supporting documentation for the Services, including in the Google Analytics Premium or Analytics 360 Help Center or the Google Analytics Developers site, or in the reporting interface for the Analytics 360 service.

"**Hit**" means the base unit that is sent to the Google Analytics system for processing. A Hit may be a call to the Google Analytics system by various libraries, including, Javascript (ga.js, urchin.js), Silverlight, Flash, and Mobile. A Hit may currently be a page view, a transaction, item, or event. Hits may also be delivered to the Google Analytics system without using one of the various libraries by other Google Analytics-supported protocols and mechanisms the Service makes available to Customer. Unless Google provides Customer with prior written approval to the contrary, Customer will not configure Customer's Account to process more than 20 billion Hits per month across all Properties. For purposes of calculating this processing limit, each Roll-Up Hit will equal one-half of a Hit.

"**Integration Feature**" means any 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 Service's or exports metrics to other Google or third party products or services. For purposes of clarification, Integration Features include any Service feature that collects metrics from or exports metrics to other Google or third party products including AdWords, AdSense and Big Query.

"**Intellectual Property Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"**Mobile SDK**" means a mobile operating system software development kit made available by Google that developers may use in an application to send Hits to the Analytics 360 Service. For purposes of clarification, a Mobile SDK is an OSCI.

"**OSCI**" means an "Officially Supported Client Interface", which is a mechanism made available by or supported by Google that can be used to send Hits to the Analytics 360 Service.

"**Privacy Policy**" means the privacy policy on a Property.

"**Processing Software**" means the Google Analytics server-side software and any upgrades, which analyzes the Customer Data and generates the Reports.

"**Profile**" means the collection of settings that together determine the information to be included in, or excluded from, a particular Report. For example, a Profile could be established to view a small portion of a web site as a unique Report. There can be multiple Profiles established under a single Property.

"**Property**" means any web page, application, or other property that uses an OSCI to send data to the Service through Customer's Account.

"**Report**" means the resulting analysis shown at https://www.google.com/analytics (or any other URL Google may provide from time to time) for a Profile.

"**Reseller**" means the reseller selling the Service to Customer.

"**Roll-Up Hit**" means a Hit received and processed by a Roll-Up Property.

"**Roll-Up Property**" means a set of one or more Properties designated by Customer that combines the Hit-level data of those Properties for separate processing.

"**SLA**" means the Service Level Agreement in Appendix A.

"**Servers**" means the servers controlled by Google (or its Affiliates) on which the Processing Software and Customer Data are stored.

"**Service**" means the Analytics 360 service, including the Software and Documentation.

"**Software**" means the OSCI and Processing Software.

"**Subsidiary**" means a subsidiary that is directly or indirectly controlled by, or is under common control of Customer.

"**Third Party**" means any third party (i) to which Customer provides access to Customer's Account or (i) for which Customer uses the Service to collect information on the third party's behalf. For clarity, a Subsidiary is a Third Party.

"**Visitors**" means visitors to Your Properties.

"**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.

The words "**include**" and "**including**" mean "**including but not limited to.**"

2. USE OF SERVICE.

2.1. USE OF SERVICE. Subject to the terms and conditions of the Agreement, Customer (a) has a limited, revocable, non-exclusive, non-sublicensable (other than as expressly set forth in Section 2.3 of the CMTs) license to install, copy and use the OSCI solely as necessary for Customer to use the Service on Customer's Properties or authorized Third Party's Properties and (b) Customer may remotely access, view and download Customer's Reports stored at https://www.google.com/analytics. Customer will not (and Customer will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except as expressly permitted by the law in effect in the jurisdiction in which Customer is located; (iii) rent, lease, sell, assign, sublicense (other than as expressly set forth in Section 2.3 of the CMTs), distribute or otherwise transfer rights in or to the Software, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Software or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (vi) use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading Reports.

2.2 RESTRICTIONS ON USE. Customer will not use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading Reports. Customer will comply with all applicable laws and regulations in Customer's use of and access to the Documentation, Software, Service and Reports.

2.3 SUBSIDIARY USE. A Subsidiary may receive the Analytics 360 Service provided under Customer's Agreement 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 Agreement.

2.4 SLAs AND SUPPORT. Reseller will provide the Service and related support in accordance with the SLAs and support levels described in Exhibit A.

2.5 CHINA USAGE. The Analytics 360 Service may be utilized by any Subsidiary that is organized in China ("**China Usage**"). The Analytics 360 Service in China will be provided on an "as is" or "as available" basis. Notwithstanding anything to the contrary in the Agreement, (1) the SLAs will not apply to the China Usage; (2) Google makes no representations or warranties regarding such China Usage's legality under the laws of China; and (3) Google will have no liability (including in respect of indemnification obligations) under the Agreement with respect to such China Usage.

3. TERMINATION

3.1. TERM. The Service will be provided for the initial term indicated in the purchase order Reseller is required to submit to Google regarding Customer (the "**Purchase Order**") unless earlier terminated under Section 3.2 of this Agreement. Thereafter, this Agreement will automatically renew for additional one-year periods unless either party provides written notice to the other party, at least 30 days before the expiration of the then-current term, of its intention not to renew the Agreement.

3.2. TERMINATION FOR BREACH. Reseller or Google may suspend performance or terminate the Agreement if: (a) Customer is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) Customer is in material breach of these Agreement more than two times even if the breaches were cured.

3.3. EFFECT OF TERMINATION. Upon any termination or expiration of the Agreement, Google will stop providing the 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 Google Analytics use is 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).

4. DATA AND SECURITY

4.1. DATA. Customer owns Customer Data; provided that Google and its Affiliates may only use and disclose Customer Data (i) in accordance with the settings in Customer's Account and the GA 360 Suite Home organization (if any and as applicable), (ii) subject to the settings in Customer's Account and the Google Analytics 360 Suite Home organization(if any and as applicable), as Service statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Customer, (iii) to provide the Service and enforce its rights under the Agreement (it being understood and agreed that Customer's non-aggregated data will not be used or disclosed to any third party by Google and its Affiliates (except as otherwise expressly permitted by the Agreement) without Customer's written consent) and (iv) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using commercially reasonable efforts to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense)); provided further, however, that with respect to data derived from Customer's use of a Beta Feature, in

addition to its rights set forth in the preceding proviso, Google and its Affiliates may use and disclose such data, and all results and feedback from the Beta Feature, for any purpose as long as Google and its Affiliates do not disclose results to third parties in such a manner as would identify or reasonably be expected to identify Customer without Customer's prior written consent.

4.2. ACCOUNT SECURITY. Customer will protect Customer's passwords and take full responsibility for Customer's own, and third party, use of Customer's Accounts. Customer will notify Google immediately upon learning of any unauthorized use of Customer's Account or any other breach of security.

4.3. DATA SECURITY. Reseller will (i) use current industry-standard security measures in connection with its provision of Services and (ii) promptly notify Customer of any breach of Reseller security resulting in unauthorized access to Customer Data.

4.4. THIRD PARTIES. If Customer uses the Service on behalf of a Third Party or a Third Party otherwise uses the Service through Customer's Account, whether or not Customer is authorized by Google to do so, then Customer represents and warrants that (a) Customer is authorized to act on behalf of, and bind to the Agreement, the Third Party to all obligations that Customer has under the Agreement, (b) Google and its Affiliates may share with the Third Party any Customer Data that is specific to the Third Party's Properties, and (c) Customer will not disclose Third Party's Customer Data to any other party without the Third Party's consent. For clarity, only Subsidiaries are authorized Third Parties under the Agreement.

4.5. GOOGLE ANALYTICS 360 SUITE HOME. Customer's use of the Google Analytics 360 Suite user interface through which Customer can access certain suite-level services and functionality (the "**GA 360 Suite Home**") is governed by the Google Analytics 360 Suite Home Terms of Service available at https://360suite.google.com/terms (or such other URL as Google may provide) as modified from time to time (the "**Suite Home Terms**"), but subject to Section 2 of the Suite Home Terms, use of the Service will continue to be governed by the Agreement.

5. CONFIDENTIALITY

5.1. OBLIGATIONS. Each party will: (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) subject to Section 4.1, 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 Section 5.1.

5.2. REQUIRED DISCLOSURE. 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.

5.3. PUBLICITY. Neither party will issue any press release, public announcement, or public statement regarding the existence or content of the Agreement without the other party's prior written approval; provided, however, Google may use Customer's brand features (e.g., name and logo) in marketing the Service unless Customer opts out by Reseller's marking the appropriate opt-out on the Purchase Order.

6. INDEMNIFICATION

6.1 CUSTOMER'S INDEMNIFICATION OBLIGATIONS. To the extent permitted by applicable law, Customer will indemnify, hold harmless and defend Google and its Affiliates, at Customer's expense, from any and all third party claims, actions, proceedings, and suits brought against Google or any of its officers, directors, employees, agents or Affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Google or any of its officers, directors, employees, agents or Affiliates, arising out of or relating to (a) Customer's (or Customer's Third Party) breach of the Agreement, or (b) Customer's (or Customer's Third Party) use of the Service.

6.2 INDEMNIFICATION PROCEDURES. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, which may not be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense.

7. PRIVACY

Customer will not, and will not assist or permit any third party to, pass information to Google that Google could use or recognize as personally identifiable information. Customer will have and abide by an appropriate Privacy Policy and will comply with all applicable laws and regulations relating to the collection of information from Visitors. Customer must post a Privacy Policy and that Privacy Policy must provide notice of Customer's use of cookies that are used to collect traffic data, and Customer must not circumvent

any privacy features (e.g., an opt-out) that are part of the Service. Customer will use commercially reasonable efforts to ensure that a Visitor is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Visitor's device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.

Customer's use of the Analytics 360 Service hereunder is subject to the applicable Google Analytics Policies available at https://www.google.com/analytics/policies, as modified from time to time.

8. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

8.1. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL NOT BE LIABLE FOR CUSTOMER'S LOSSES, EXPENSES, LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF GOOGLE OR ITS SUBSIDIARIES AND AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH LOSSES OR DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. GOOGLE'S (AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED $500 (USD).

8.2. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GOOGLE DISCLAIMS AND EXCLUDES WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

9. PROPRIETARY RIGHTS

The Service, including all associated Intellectual Property Rights is, and will remain, the property of Google (and its Affiliates). All rights in the Service not expressly granted to Customer in the CMTs are expressly reserved and retained by Google and its licensors without restriction, including, Google's (and its Affiliates') right to sole ownership of the Service. For the avoidance of doubt, Google owns all rights, title and interest in the decision tools, formulae, metrics, ratings, scores, tracking methodologies and data provided by Google to generate the Reports and/or provide the Service, including data generated pursuant to Section 4.1(i) of the CMTs. For example, Customer will not (and will not allow any third party to): (a) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of

Google; (b) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Google (or its Affiliates) other than in the name of Google (or its Affiliates, as the case may be); (c) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service; or (d) seek, in a proceeding filed during the term of the Agreement or for one year after such term, an injunction of any portion of the Service based on patent infringement.

Customer is not required to provide Feedback; however, if Customer provides any materials, feedback, requests, questions, comments, test results or ideas to Google regarding the Service, including suggesting or recommending changes, features, functionality or improvements to the Service ("**Feedback**"), then Google may use the Feedback for any purposes without obligation or compensation to Customer. Customer grants to Google and its affiliates and successors a paid-up, royalty-free, irrevocable, perpetual, non-exclusive, sublicensable, transferable, worldwide license to make, use, sell, offer for sale, import, export the whole or a component of, copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise exploit the Feedback for any purpose; provided, however, that Google does not disclose Feedback to third parties in a manner that would identify or reasonably be expected to identify Customer without Customer's prior written consent.

10. U.S. GOVERNMENT RIGHTS

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, will be subject in all respects to the commercial license rights and restrictions provided in the Agreement.

11. MODIFICATIONS TO POLICIES

Google may modify any policies that apply to the Service to, for example, reflect changes to the law or changes to the Service. Customer should look at the policies regularly. Google will post notice of the modifications to these policies at the applicable URL for such policies. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted.

12. MISCELLANEOUS

12.1. NOTICES. All notices to Google must be in writing and sent to: Google Asia Pacific Pte. Ltd., at 70 Pasir Panjang Road, #03-71, Mapletree Business City II, Singapore 117371, with a copy to Legal Department or legal-notices@google.com (if notice is via email). Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

12.2. ASSIGNMENT. Customer may not assign or transfer any part of the Agreement without the written consent of Google, except to an Affiliate, but only if: (a) 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 other attempt to transfer or assign is void.

12.3. CHANGE OF CONTROL. Upon Customer's change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) Customer will provide written notice to Google within 30 days after the change of control; and (b) Google may immediately terminate the Agreement any time between the change of control and 30 days after it receives the written notice in subsection (a).

12.4. FORCE MAJEURE. Google will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

12.5. NO WAIVER. Failure to enforce any provision of the Agreement will not constitute a waiver.

12.6. SEVERABILITY. If any provision of the Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.7. NO AGENCY. The parties are independent contractors, and the Agreement does not create an agency, partnership or joint venture.

12.8. NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to the Agreement, except Google is an intended third party beneficiary of the Agreement.

12.9. EQUITABLE RELIEF. Nothing in the Agreement will limit Google's ability to seek equitable relief.

12.10. GOVERNING LAW. For Customers located in Australia, Japan, New Zealand, or Singapore, the Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE

RELATING TO THE AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

Notwithstanding the previous two sentences, if Customer opts in to New York governing law, jurisdiction, and venue, by Reseller's marking the appropriate opt-in on the Purchase Order, then the Agreement is governed by New York law, excluding the state's choice of law rules and FOR ANY DISPUTE RELATING TO THE AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN THE SOUTHERN DISTRICT OF NEW YORK, USA.

For all Customers located outside of Australia, Japan, New Zealand, or Singapore:

(a) ALL CLAIMS ARISING OUT OR RELATING TO THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

(b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("**Rules**").

(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

(d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement.

(e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).

(f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(g) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

(h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

(i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

12.11. EXPORT CONTROL. The Software is governed by U.S. export regulations, and it may not be exported to or used by embargoed countries or individuals.

12.12. AMENDMENTS. Any amendment must be in writing and expressly state that it is amending the Agreement.

12.13. SURVIVAL. Notwithstanding termination or expiration of the Agreement, any provisions of the Agreement that by their nature are intended to survive, will survive termination.

12.14. ENTIRE AGREEMENT. The Agreement, and all documents referenced in the Agreement, are the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

12.15. INTERPRETATION OF CONFLICTING TERMS. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

APPENDIX A: SLAs and CUSTOMER SUPPORT

SERVICE LEVEL AGREEMENTS

Google will use commercially reasonable efforts to ensure that the Service meets the service levels indicated below (collectively, the "**SLAs**"). If Google fails to meet the SLAs in any calendar month, and if Customer meets Customer's obligations under the SLAs, Customer will be eligible to receive credit in an amount equal to monthly fees paid by Customer for the calendar months during which Google failed to meet the applicable SLAs ("**Credit**"). In order to receive such Credit, Customer must notify Reseller and Reseller must notify Google within 30 days from the time Customer becomes eligible to receive such Credit. Failure to comply with this requirement will forfeit Customer's right to such Credit. Credit will be issued as a credit memo for the affected invoice (which Customer may apply to its following monthly invoice). For purposes of the Data Processing SLA, Google may, in lieu of providing the 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 Credit. The maximum Credit that Customer 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 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 the Agreement upon prior written notice to Reseller and Reseller's prior written notice to Google, subject to such notice being received by Google within 30 days of the end of the month in which Customer becomes eligible for such right of termination. The remedies set forth in these SLAs are Customer's sole and exclusive remedies for any failure by Google to meet the SLAs.

SLAs	Downtime
Collection SLA Analytics 360 Service collects Customer Data from 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 the Analytics 360Service is available for Company's use at an Uptime Percentage of least 99%.	Periods of more than 5 minutes during which time the Customer is unable to log-in to the Analytics 36- Service interface.
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 (1) within 4 hours of receipt at an Uptime Percentage of	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.

at least 98% for 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 Properties that receive more than 2 billion Hits per calendar month.	

The 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. 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).

SLA EXCLUSIONS AND LIMITS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, GOOGLE AND ITS AFFILIATES WILL HAVE NO LIABILITY (INCLUDING IN RESPECT OF INDEMNIFICATION OBLIGATIONS OR SLA OBLIGATIONS) UNDER THE AGREEMENT ARISING OUT OF OR RELATED TO ANY BETA FEATURES OR INTEGRATION FEATURES. THE MAXIMUM SLA REMEDY FOR ANY INDIVIDUAL MONTH IS 100% OF THE FEES INCURRED BY CUSTOMER UNDER THE AGREEMENT FOR THAT MONTH.

INSTALLATION SUPPORT:

Reseller will provide commercially reasonable ongoing implementation support for the Service for [CLIENTWEBSITE.COM]. With respect to Mobile SDKs, any implementation support provided by Reseller 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:

Reseller will use commercially reasonable efforts to meet the target response and resolution timeframes 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. Reseller Customer Support may lower the priority level designation of any case (a "Priority Adjustment") if Reseller, in

its reasonable discretion, believes that Customer's initial priority designation does not comport with the descriptions in the table. Reseller Customer Support will notify Customer as soon as is reasonably practicable of any Priority Adjustment. Reseller 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 Reseller 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. Customer's customer support representative will keep Customer informed throughout the process.

In addition to the above on-going support, Reseller will provide Customers with the necessary front-end technical support, defined as reactive troubleshooting and maintenance support. Reseller may charge Customers for front-end technical support if Reseller provides more than 10 hours of front-end technical support per month.

TRAINING:

Customer will receive a single, eight (8) hour day of instructor-led Google Analytics training ("**Analytics 360 Training**"). If Reseller has previously provided Analytics 360 Training to Customer during the initial term of the Agreement, then Reseller may choose not to offer additional Analytics 360 Training during renewals of the Agreement.

v.4.1.17