Tealium Service Terms

1.   Scope

These Tealium Service Terms (the "Terms and Conditions") will apply to Customer's use of Tealium's Services and Code (as such terms are defined below). Any Services that Customer is eligible to receive will be identified in one or more Service Orders (as such term is defined be Section below). The specific Services that Customer is entitled to access and the term during which the Customer is entitled to access such Tealium Services are all as identified in the Service Orders. These Terms and Conditions, all Service Orders and any exhibits or attachments thereto (collectively referred to as the "Agreement") represent the Parties' entire understanding regarding the Tealium Offering (as such term is defined below) and will control over any different or additional terms of any purchase order or other non-Tealium ordering document, and no terms included in any such purchase order or other non-Tealium ordering document will apply to the Tealium Offering. In the event of a conflict between these Terms and Conditions and a Service Order, the terms of the Service Order will control. All capitalized terms not defined herein will have the meanings attributed in the Service Order.

2.   Definitions

2.1.   "Additional Usage Fee" means the fee or fees identified on one or more Service Orders that will apply if Customer's use of the Services exceeds the Authorized Usage Level.

2.2.   "Agreement" means each Service Order, these Terms and Conditions, and all exhibits and attachments to the foregoing.

2.3.   "Authorized Domain" means a web domain owned or administered by Customer.

2.4.   "Authorized Usage Level" means the maximum number of Sessions that can be initiated using the Services without incurring an Additional Usage Fee.

2.5.   "Code" means any and all HTML code and JavaScript that Tealium provides to Customer in conjunction with the Services. The Code will be deemed part of the Tealium Technology as such Technology is defined below.

2.6.   "Confidential Information" means any information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within ten (10) business days of disclosure, reduced to writing and marked "confidential" and information which is not marked as "confidential" which should, under the circumstances, be understood to be confidential by a person exercising reasonable business judgment. Without limiting the foregoing, Tealium Technology will be deemed to be the Confidential Information of Tealium, and the Reported Information will be deemed the Confidential Information of Customer.

2.7.   "Event" means any call made to Tealium's data collection servers.

2.8.   "Pages" means web or mobile pages on a Customer site or mobile application to which the Tealium Code has been added.

2.9.   "Qualifying Visitor" means an individual who, during the Visitor Profile Term, has accessed Pages on which the Services are implemented.

2.10.   "Reported Information" means any information reported by third-party digital marketing solutions deployed using Tealium Services.

2.11.   "Services" means any and all services ordered by Customer and provided by Tealium under this Agreement in accordance with the Service Order(s).

2.12. "Service Order" means a service order, including any attachments attached to a service order, signed by Tealium and Customer, which sets forth the services to be provided by Tealium, the schedule, the payment terms, and other items covered by this Agreement. The initial Service Order is the document to which these Terms and Conditions are attached. Subsequent Service Orders will incorporate these Terms and Conditions by reference.

2.13. "Session" is defined as follows:

(a)   For Customers using a version of the Tealium utag.js file prior to version 4.2, "Session" means the initial HTTP or HTTPS 200 or 304 request for the Tealium U-Tag that results each time a Visitor accesses an Authorized Domain.

(b)   For Customers using version 4.2 or later of the Tealium utag.js file, "Session" means a discrete visit to an Authorized Domain by a Visitor where the Visitor does not leave the Authorized Domain and no more than thirty (30) minutes of inactivity between two (2) consecutive Visitor actions on the Authorized Domain occurs.

2.14. "Tealium Offering" means the Tealium Services and Tealium Code.

2.15. "Tealium U-Tag" collectively means the Tealium universal JavaScript tag hosted by Tealium Content Delivery Network providers.

2.16. "Technology" means any proprietary technology, including internet design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), know-how, trade secrets, and any related intellectual property rights throughout the world and any derivatives, improvements, enhancements, or extensions of such technology conceived, reduced to practice, or developed during the term of this Agreement by the owner of such technology.

2.17. "Visitor" means an individual who accesses Pages on which the Services are implemented.

2.18. "Visitor Profile Data" means Tealium provided non-personally identifiable data concerning Visitors.

2.19. "Visitor Profile Term" means the trailing period of time in which Visitor must visit Customer Pages in order to be included in a given set of Visitor Profile Data. If a specific Visitor Profile Term is not defined on a given service order, the applicable Visitor Profile Term will be defined to be the three month period immediately preceding the time of measurement.

3.   Services and Service Levels; Customer Assistance

3.1.   Services and Service Levels. During each applicable Service Term (as such term may defined in one or more Service Orders executed by the Parties), Tealium will provide the Tealium Offering to Customer. Each Service Order specifies an Authorized Usage Level. Customer will at all times ensure that either (a) its use of the Tealium Offering does not exceed its Authorized Usage Level or (b) if its use of the Tealium Offering exceeds the Authorized Usage Fee invoiced by Tealium according to the terms of the applicable Service Order and Section 4 below. Subject to all terms, conditions, and restrictions of the Master Services Agreement (including but not limited to the Session Usage limitation set forth above), during the Service Term, Customer is authorized to implement Tealium iQ on all Authorized Domains. Each Service Order will become part of this Agreement upon execution by the Parties. Customer will pay at the rates indicated in any Service Order. Tealium will use commercially reasonable efforts to provide the Services in substantial accordance with the Service Levels set forth in the service level agreement attached hereto as Attachment A (hereinafter the "SLA"). Except as otherwise provided in this Agreement, the

remedies set forth in the SLA will be Tealium's sole liability, and Customer's sole and exclusive remedy, for any failure of Tealium to provide the Services in substantial accordance with the SLA.

3.2.   Customer Assistance. If any job requires that any aspect of the Tealium Offering, such as Code implementation, be performed on Customer's premises, Customer will supply Tealium personnel with such information, resources, and assistance as Tealium may reasonably request. Customer acknowledges and agrees that Tealium's ability to successfully provide the Tealium Offering in a timely manner is contingent upon its timely receipt from Customer of such information, resources and assistance as may be reasonably requested by Tealium. Tealium will have no liability for deficiencies or delays in the Services resulting from the acts or omissions of Customer, its agents, or employees or performance of the Services in accordance with Customer's instructions. Without limiting the foregoing, Customer acknowledges and agrees that if Tealium is unable to deploy all of the Services specified in the Service Order as a result of delay attributable to Customer, then all set-up fees specified in the Service Order will be deemed earned by Tealium and payable by Customer, notwithstanding such delay in deployment.

4.   Payments

Customer will pay the fees in the amounts and at the times stated in each Service Order. Any payment not received when due will accrue interest on the outstanding amount at a rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is lower. Customer will pay to Tealium all expenses incurred by Tealium in exercising its rights to payments under this Agreement, including, but not limited to, reasonable attorneys' fees and the fees of any collection agency retained by Tealium. Customer will pay all taxes and similar fees imposed on the delivery of Services, except for taxes on Tealium's net income in the United States. Except as expressly set forth in this Agreement, all fees due hereunder are non-refundable and are not contingent on any additional services or products to be provided by Tealium.

5.   Intellectual Property Ownership

Tealium, or its licensors, will, at all times, retain all right, title and interest in and to: (a) all Technology that Tealium makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; and (b) all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications and other proprietary rights related to the Tealium Technology. All suggestions, enhancements requests, feedback, recommendations or other input provided by Customer or any other party relating to the Services will be owned by Tealium. Neither this Agreement nor its performance transfers from Tealium to Customer any Tealium Technology. Neither this Agreement nor its performance transfers from Customer to Tealium any Customer Technology, and all right, title, and interest in and to Customer Technology will remain solely with Customer. For the term of this Agreement, Tealium grants Customer a limited, non-exclusive, non-transferable (with no right to sublicense) right and license to copy the Code only for insertion in Pages for use in connection with the Services. Tealium does not grant any other rights to the Code. Tealium reserves all rights not expressly granted under this Agreement, and there are no implied rights granted by Tealium hereunder, whether by estoppel or otherwise.

6.   Reported Information Ownership

Customer owns the Reported Information that is generated from the implementation of Tealium Code on Customer Pages, including analytics, advertising, affiliate, and similar information. Customer may copy, archive, backup, publish, distribute, and use the Reported Information for

any legal purposes. Customer agrees that Tealium may process data to create aggregated data and statistics about the Service to provide to others, including the general public, provided that such aggregated data and statistics do not identify any living individual.

7. Restrictions

Customer will not do or attempt to do, or permit any third party to do or attempt to do, any of the following: (a) make the Tealium Offering, including its content or documentation, or any portion thereof available for use or access to or by any third party; (b) modify, reverse engineer, disassemble, decompile, reproduce or create derivative works from or in respect of the Tealium Offering, Tealium Technology, or any Tealium product, or any component thereof (c) use or access the Tealium Offering or any part thereof in order to (i) develop a competitive or similar product or service or (ii) otherwise copy any ideas, features, functions or graphics of the Tealium Offering, or the underlying software; (d) interfere with or disrupt or attempt to interfere with or disrupt the integrity or the performance of the Services or any information or materials therein; and (e) gain or provide unauthorized access to the Tealium Offering or its related systems or networks. Customer will use the Tealium Offering only for its own internal business operations, and not for the operation of a service bureau or timesharing service.

8. Confidentiality

8.1. Obligations. Each party agrees: that it will (a) hold the other party's Confidential Information in confidence using the same standard of care as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) not disclose the Confidential Information of the other to any third party without the other's prior written consent, except as expressly permitted under this Agreement; (c) limit access to the other's Confidential Information to those of its employees or agents having a need to know who are bound by confidentiality obligations at least as restrictive as those set forth herein; and (d) use the other party's Confidential Information solely to perform its obligations or receive its benefits under this Agreement. Notwithstanding the foregoing, either party may make disclosures as required or requested by a court of law or any governmental entity or agency, including but not limited to disclosures required by the Securities and Exchange Commission of the United States or any similar authority in any other country, provided that such party provides the other with reasonable prior notice to enable such party to seek confidential treatment of such information; and either party may disclose the terms and conditions of this Agreement solely to potential investors, acquisition partners and its legal counsel and accountants in connection with a proposed financing or acquisition, provided that each such third party is bound by confidentiality obligations at least as restrictive as those set forth herein. The obligations set forth in this Section 8 will apply during the Term set forth in Section 11.1 and will continue for a period that will end five (5) years after the expiration or termination of this Agreement.

8.2. Exclusions. The restrictions on the use and disclosure of Confidential Information will not apply to any Confidential Information, or portion thereof, which (a) is or becomes publicly known through no act or omission of the receiving party; (b) is lawfully received from a third party without restriction on disclosure; (c) is already known by the receiving party at the time it is disclosed by the disclosing party, as shown by the receiving party's written records; or (d) is independently developed by the receiving party without reference to the other's Confidential Information, as shown by the receiving party's written records. This Section 8 will not preclude a receiving party from using any of its general knowledge, skills and experience, as well as any ideas, concepts, know-how and techniques developed as part of its ordinary and customary business, provided such use is without reference to or use of the disclosing party's Confidential Information.

8.3. **Injunctive Relief**. Each party acknowledges that a breach or threatened breach of this Section 8 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party will have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 8 by the other party or any of its employees or agents. Upon termination of this Agreement, each party will promptly either return or destroy all Confidential Information of the other party.

9. Warranties and Representations; Disclaimer

9.1. **Warranties.** Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Tealium warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. Customer must notify Tealium of any warranty deficiencies within sixty (60) days after performance of the relevant Services in order to receive warranty remedies. Regarding any Services provided by Tealium that are advisory, no specific result is assured or warranted by Tealium.

9.2. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 9.1 ABOVE, THE TEALIUM OFFERING IS PROVIDED SOLELY ON AN "AS IS," AND "AS AVAILABLE BASIS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TEALIUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, OR RELATING TO OR AFFECTED BY WEB SITE VISITORS' BROWSER SECURITY SETTINGS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TEALIUM AND ITS THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY WARRANTIES THAT (A) THE OPERATION OR USE OF THE TEALIUM OFFERING WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE; AND (B) THE TEALIUM OFFERING WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS MAY BE EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, CUSTOMER USES THE TEALIUM OFFERING AT ITS OWN RISK. TEALIUM'S OBLIGATIONS AND WARRANTIES ARE ONLY FOR CUSTOMER'S BENEFIT AND NOT FOR ANY CUSTOMER OF CUSTOMER, OR ANY PARTNER OF CUSTOMER, AND ARE CONDITIONED ON CUSTOMER'S USE OF THE MOST RECENT VERSION OF THE TEALIUM OFFERING MADE AVAILABLE BY TEALIUM TO CUSTOMER.

10. Limitation of Liability

(a) EXCEPT FOR: (1) LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (2) LIABILITY ARISING FROM FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT, (3) LIABILITY RESULTING FROM A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND (4) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; NEITHER PARTY'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO TEALIUM UNDER THIS AGREEMENT DURING THE SIX MONTHS PRECEDING THE CLAIM.

(b) EXCEPT FOR: (1) LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (2) LIABILITY RESULTING

FROM A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND (3) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF DATA, LOSS OF BUSINESS PROFITS, DEPRECIATION OF STOCK PRICE, BUSINESS INTERRUPTION, OR OTHER SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE SERVICES, OR OTHERWISE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES TO THIS AGREEMENT.

11. Term and Termination

11.1. Term. The term of this Agreement (the "Term") begins on the Effective Date and continues until the expiration of all the service terms of all Service Orders unless earlier terminated in accordance with this Agreement.

11.2. Service Terms. Each Service Order will provide for a service term. At the end of the service term of any Service Order, unless either party gives written notice to the other party of its intention not to renew at least 90 days before the end of a service term, the term of such Service Order will automatically renew for successive twelve-month periods. Termination of one Service Order will not affect the term of any other Service Order.

11.3. Termination for Breach. Each party may terminate this Agreement immediately if the other party breaches the confidentiality obligations of section 8. Either party may also terminate this Agreement upon written notice to the other party, for any material breach by the other party if such breach is not cured within 30 days following written notice of such breach from the non-breaching party. If Customer is late in paying fees that are due, Tealium may, without terminating this Agreement, deny or otherwise suspend Services until Customer makes the overdue payments.

11.4. Effect of Termination. Upon expiration or termination of this Agreement, Tealium will stop providing Services, all licenses granted by Tealium hereunder will terminate, Customer will cease all use of the Services and Customer will remove all copies of Code from its Pages. Upon termination by Customer for Tealium's breach, Tealium will refund any unearned portion of prepaid usage fees. If Tealium terminates this Agreement for Customer's breach, Customer will pay any (a) outstanding balance for Services rendered through the date of termination and (b) other unpaid payment obligations during the remainder of the original stated term (or any renewal term) in the Service Order, which will be immediately due and payable in full. Any payment obligations of Customer, and the provisions of Sections 2, 4, 5, 6, 7, 8, 9.2, 10, 11.4, and Sections 12-23 inclusive will survive termination or expiration of this Agreement.

12. Data Protection

Customer agrees that (a) it will fully anonymize any personal data prior to transfer to Tealium, so that no living individual can be identified or their identity deduced from the information provided, whether alone or together with other information and (b) it will not provide non-anonymized personal data to Tealium without Tealium's prior written consent. In the event that any personal data are transferred under this Agreement in accordance with this Section 12, each party will comply with all applicable laws and regulations, or any equivalent, applicable legislation. Customer hereby warrants and undertakes that it has obtained or will obtain the consent of any individual whose personal data is to be processed pursuant to this Agreement,

prior to transfer to Tealium. Customer agrees to indemnify and keep indemnified and defend at its own expense Tealium against all costs, claims, damages or expenses incurred by Tealium or for which Tealium may become liable due to any failure by Customer or its employees or agents to comply with any of its obligations under this Section 12.

13.   Notices

To be effective, all notices under this Agreement from one party to the other must be in writing, by certified mail, courier or fax and to the addresses set forth on the applicable Service Order or to such other address as a party designates in writing. Customer must send notices to the attention of the office of the CEO. Notice will be deemed given (a) one day after sending from within the United States of America if by nationally known private courier or three days after sending by well known international private courier, (b) upon confirmation of successful fax transmission or (c) upon verification of receipt if by first class certified or registered mail, return receipt requested.

14.   Publicity

During the Term, Customer agrees that Tealium may refer to this Agreement in a press release and use the Customer's logo on its web site and in other promotional material for the limited purpose of identifying Customer as a user of Tealium Services.

15.   Law and Venue

This Agreement will be construed and enforced in accordance with the laws of the State of California without regard to its conflict of laws principles; provided, however, that the Uniform Computer Information Transactions Act will not apply even if adopted as part of the laws of the State of California. The Parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement. Except for any action for injunctive or other equitable relief (which may be brought at any time in any court of competent jurisdiction), exclusive venue for any dispute will be San Diego County, California, and each party agrees to personal jurisdiction in such venue, and waives any objection thereto.

16.   Severability; Waiver

If any term or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will be construed to effectuate to the greatest possible extent the Parties' expressed intent, and the remainder of this Agreement will not be affected and will remain valid and enforceable. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision, and any waiver granted by a party in one instance does not constitute a waiver for other instances.

17.   Independent Contractors

The relationship between the Parties is solely that of independent contractors, and neither party will have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, employment, or agency relationship between the Parties for any purpose.

18.   Assignment

Neither this Agreement nor any of the rights or duties arising out of this Agreement may be assigned by Tealium or Customer without the prior written consent of the other Party, such consent not to be unreasonably withheld; except that Tealium may, without such consent, assign this Agreement and its rights and duties arising out of this Agreement to the transferee, or other successor in interest, in connection with the sale or transfer of all or substantially all of

its assets or in connection with any merger, acquisition, re-organization or consolidation. Any attempted assignment in violation of the foregoing will be void.

19.   Attorneys' Fees

In the event legal action of any kind is instituted arising out of the Agreement, the substantially prevailing party will be entitled to recover reasonable attorney's fees from the non-prevailing party.

20.   Headings.

The headings used for the sections of this Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections.

21.   Entire Agreement

This Agreement constitutes the complete and entire agreement between the Parties with regard to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements between the Parties regarding such subject matter. No oral or written representation that is not expressly contained in this Agreement is binding on Tealium or Customer. No amendment to this Agreement or any Service Order will be binding on either party unless in writing and signed by both Parties.

22.   Third Party Beneficiaries

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

23.   Force Majeure

Neither party will be liable for any breach of the Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, unavailability of utilities or communications services (including access to the Internet), civil disturbances, acts of civil or military authorities, or acts of God.

Service Level Agreement

This Service Level Agreement ("SLA") applies to implementations of Services being hosted through Tealium's content delivery network service provider ("Delivery Network"). The SLA applies to the uptime levels of the Delivery Network for the purpose of serving Tealium JavaScript files ("Libraries").

1.   Service Commitment. Tealium, through its agreement with Delivery Network will use commercially reasonable efforts to make Delivery Network servers available with a Monthly Uptime Percentage (defined below) of at least 99.9% during any monthly billing cycle (the "Service Commitment"). In the event Delivery Network does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below.

2.   Definitions.

(a)   "Monthly Uptime Percentage" means the percentage of available time within a given calendar month associated with Delivery Network serving of Tealium Libraries.

(b)   A "Service Credit" is a dollar credit, calculated as set forth below, that Tealium may credit towards future Tealium invoices to Customer.

3.   Service Credits. Service Credits are calculated as a percentage of the total charges paid by Customer to Tealium for the billing cycle in which the error occurred in accordance with the schedule below.

Tealium will apply any Service Credits only against future Tealium payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Tealium. Service Credits may not be transferred or applied to any other Customer account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability or non-performance of Delivery Network or other failure by Delivery Network to provide the Service Commitment is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

•   Service Credit Percentage of 10% for Monthly Uptime Percentage equal or greater than 99% but less than 99.9%.

•   Service Credit Percentage of 25% for Monthly Uptime Percentage of less than 99%.

4.   Credit Request and Payment Procedures. To receive a Service Credit, Customer must submit a request by sending an e-mail message to services@tealium.com. To be eligible, the credit request must (a) include the list of Tealium Libraries that did not meet Service Commitment; (b) include, in the body of the e-mail, the dates and times of each incident that Customer claims to have experienced; (c) include Customer's server request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (d) be received by Tealium within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by Tealium and is less than 99.9%, then Tealium will issue the Service Credit to Customer within one billing cycle following the month in which the error occurred. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

5. **SLA Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of Customer account, or any other Delivery Network performance issues: (a) caused by factors outside of Tealium's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Delivery Network; (b) that result from any actions or inactions of Customer or any third party; (c) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Tealium's direct control); or (d) arising from the suspension and termination of Customer's right to use Delivery Network in accordance with the Agreement.