

Product Specific Terms Elevate 2024-10-01

1. General

These Product Specific Terms, together with the other contractual documents, govern the delivery of the Product “Voyado Elevate” to the Customer and the Customer’s use thereof. These Product Specific Terms form part of the General Terms and are hereby incorporated therein.

2. Definitions

Any terms defined in the other contractual documents shall have the same meaning when used herein. The following terms shall have the meaning ascribed below:

- **“Cluster”** means a number of servers/nodes in cloud, interacting within close proximity.
- **“Indexed Items”** means the total number of indexed variants imported into the Product for each catalogue. Catalogue means a combination of a Market and Locale.
- **“Locale(s)”** means number of unique subsets of a language, for which region-specific formatting is required, *e.g.*, “en-GB”, imported into the Product.
- **“Market(s)”** means number of unique containments that separate behavior data, configured in the Product.
- **“Non-Production Cluster”** means a Cluster used for development or testing purposes which may not be used for Customer clients. The SLA is not applicable on Non-Production Clusters and limitations on storage volume as specified in the Documentation applies.
- **“Opened Email”** means an email sent to the Customer’s email recipient where the recipient’s email client initiates a request to Supplier’s email recommendation service (*e.g.* when the recipient opens the email or when its email client pre-fetches or retrieves any email content).
- **“Production Cluster”** means a Cluster where the Product is made available to Customer clients via the site.
- **“Session(s)”** means a group of user interactions during a certain time frame that result in communication with the Product, as measured according to Supplier’s standard further detailed in the Documentation.
- **“Site(s)”** means the website(s), channel(s), and/or Customer system(s) specified in the Agreement.

3. Use of the Product and Customer Responsibilities

- 3.1 Use of the Product. The Product may only be used for the Site(s) listed in the Order Form. Customer may use the Documentation solely for supporting Customer’s authorized use of the Product.
- 3.2 Tests of Clusters. Customer shall not conduct performance testing on the Production Cluster of the Product, or invasive tests on any Cluster without Supplier’s prior approval.
- 3.3 Consequences of Breach. In the event of a breach of this Section 3, Section 3.4 of the General Terms applies.

4. Fees and Payment

- 4.1 Scope and Payment. The right of access to the Product is subject to Customer's payment of the Fees and limited to the Ordered Components, Indexed Items, Market(s) and user limits, as specified in the Order Form.
- 4.2 Sessions. Customer must follow the instructions on measurement as described in the Documentation, "Rules for usage of session keys". In the event Customer circumvents these, Supplier shall be entitled to charge the outstanding fees retroactively plus an interest of twenty (20) percent of the correct fee.

5. Onboarding

- 5.1 Supplier's Assistance. Supplier shall assist Customer and Customer's implementation partner during the implementation of the Product. Up to a hundred (100) hours are included in the price for the onboarding specified in the Agreement. Any additional time requested by Customer will be charged subject to Supplier's applicable consultancy rates. An additional twenty (20) hours are included if Customer orders the Component "Email recommendations" during initial implementation of the Product, at the latest on the Effective Date. For the avoidance of doubt, if Customer orders said Component after the Effective Date, Customer will be charged subject to Supplier's applicable consultancy rates.
- 5.2 Time Plan. The implementation project shall start on the date set out in the Order Form, by which time the Product shall be made available through the Non-Production Clusters, and be finalized by the Agreed Go-Live Date.
- 5.3 Delays. If the implementation project is not finalized by the Agreed Go-Live Date, and this is not solely attributable to Supplier, Supplier shall be entitled to charge any additional hours subject to Supplier's applicable hourly rates.

6. Customer Data and other data

- 6.1 Customer Data Management. Customer shall ensure that only Customer Data actively used by the Product is imported into the Product. Any Customer Data no longer in use by the Product shall be removed by Customer within a reasonable timeframe.
- 6.2 Retention. Retention of any data stored in the Product will be limited to one (1) year. The DPA governs the retention periods for personal data.

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