
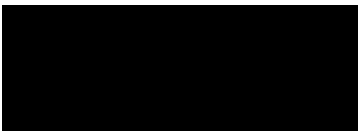





GA360 SERVICES ORDER FORM

This GA360 Service Order Form (“**Order Form**”), is by and between Company (as defined below) and Customer (as defined below) (together the “**Parties**” and individually a “**Party**”), and is effective as of the Effective Date (as defined below).

Unless otherwise noted, all terms defined in the GMP Reseller Terms (defined below) and used in this Order Form will have the meanings given to them in the GMP Reseller Terms.

This Order Form together with the terms and conditions found here <https://legal.dentsu.com/googlereseller> (as updated from time to time) (“**GMP Reseller Terms**”) form a legally binding contract between the parties (“**Agreement**”). The Agreement governs Customer’s access to the Google Marketing Platform (as rebranded by Google from time to time) services selected on the Order Form (individually and collectively (as the context so requires) the GA360 Services the subject of this Order Form and any other Order Form between the Parties, are the “**Services**”), and supersedes any prior Order Form or agreement between the Parties for, and solely as it relates to, the relevant Services.

PARTIES		
	COMPANY	CUSTOMER
Registered Name	Merkle UK One Limited	Department for International Trade
Company Number	04238272	N/A
Company Registered Address	10 Triton Street, Regents Place, London, NW1 3BF	Old Admiralty Building, Westminster, London SW1A 2AW
VAT Number	478022835	N/A
Contact details		
Initial Suite Home Org Owner email address	N/A	
Address for notices	Legal Department Merkle UK 10 Triton Street Regents Place London NW1 3BF 	DIT Commercial Team Old Admiralty Building, Westminster, London SW1A 2AW 

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Notification Email Address (relating to Data Processing Terms)		
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The “Initial Term” of the Order Form is the period beginning on the Effective Date and continuing for the Initial Term, all as set out below. If the field for “Auto-Renewal” on this Order Form is marked “YES”, the Order Form will automatically renew for additional 12 month periods following the end of the Initial Term (each, a “**Renewal Term**”) unless (i) Customer notifies the Company of its intent not to renew this Agreement at least 90 (ninety) days prior to the end of the Initial Term or then-current Renewal Term or (ii) Company notifies the Customer of its intent not to renew this Agreement at least 45 (forty five) days prior to the end of the Initial Term or then-current Renewal Term (the Initial Term and all Renewal Terms are, collectively, the “**Term**”).

SERVICE DETAILS	
GA360 Services	ANALYTICS 360, TAG MANAGER 360
Support & Technical Services	See Schedule 2
Effective Date	01 February 2023
Initial Term	1 year
Automatic Renewal	NO
Default Billing Currency	GBP

FEES:

The following Service Fees will apply based on Customer's usage of the GA360 Services. Customer will be billed in the Default Billing Currency unless another currency is specified herein or otherwise approved by Company.

GOOGLE ANALYTICS 360					
Events per month (tier)	Support hours per month	Effective monthly cost (excluding overages)	Annual cost (excluding overages)	Overage bands	Cost per overage
Up to 25 million	Up to 2 hours	£3,000.00	£36,000.00	25 million	£500.00

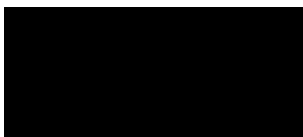
TAG MANAGER 360	
Hits per month per Customer	Monthly Service Fee
Up to and including 50,000,000 Tag Container requests per month	No additional cost
Tag Container requests exceeding 50,000,000 per month	No additional cost

THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DATES SHOWN BELOW:

COMPANY:

By:

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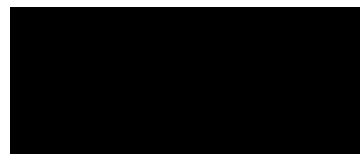
Title: COO

Date: 3/2/2023

CUSTOMER:

By:

Print



Title: Head of DDaT Categories

Date: 3/2/2023

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SCHEDULE 1 – General Terms and Conditions

1. Customer acknowledges that this Order Form is for the purchase of GA4 Properties under the GA360 Services and that the Monthly Service Fee(s) for the Analytics 360 and any SLA's under this Order Form do not include UA Properties. Notwithstanding the foregoing, Google may continue to make available the Analytics Service under this Order Form for UA Properties. To the extent Customer maintains UA Properties in connection with this Order Form (and not through another order form including the resale or purchase of UA Properties under the Analytics 360), Customer acknowledges that Google is entitled to downgrade such UA Properties 90 days after the Effective Date of this Agreement.
2. The Parties agree that the GMP Reseller Terms will be amended by the deletion of clause 2.6 of the GA360 Service Specific Terms:

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

and the insertion of the following new clause 2.6 in its place:

“Any Affiliate of Customer may receive the GA360 Service(s) provided under the Order Form so long as such entity remains an Affiliate of Customer and provided that Customer will be liable for the acts and omissions of such Affiliate to the extent any of such Affiliate’s acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability under, the GMP Reseller Terms. The Customer will not and will ensure that no third party resells, distributes, leases, or in any way allows a fourth party (other than a Customer Affiliate) to use, the GA360 Services.”

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SCHEDULE 2 – SUPPORT SERVICES & SUBPROCESSORS

The Company will provide the Customer with the support and training described under Product / Technical Support Services in this Order Form and at the following URL: <https://marketingplatform.google.com/about/reseller/MSO/>. References to “Sales Partner” in the terms are intended to refer to the Company.

In order to allow the Company to provide the above support, the Customer will provide the following materials and documentation:

- Key business objectives and KPIs
- Point of contact for day-to-day communication
- Access to developer resource
- Access to GA as well as necessary development environments

Pursuant to Section 10.2 of the Data Processing Terms, the Company will engage the following Subprocessor(s) in connection with the performance of the additional Services set out above:

Name (Set out here the name and registered address of the Sub-Processor)	Services (Set out here the Services that they will undertake in relation to Customer Personal Data)	Location/Transfers (Set out here the location in which the entity will process the Customer Personal Data, indicating where and from whom this has been transferred where relevant)
Google Analytics (360) Google LLC 1600 Amphitheatre Parkway Mountain View CA 94043 United States	<p>Google is a full stack digital services company. The Google Analytics (360) platform is a web analytics service that reports on how users reach and interact with a website or application.</p> <p>If the features are activated, the platform can also be used to generate audiences for Google’s advertising platforms (AdWords, DoubleClick) and website optimisation tool (Optimize). Activation of these features will also surface aggregated demographic data gathered from Google services within Google Analytics (360).</p> <p>Google can also facilitate the transfer of personal data from Google Analytics (360) to its Analytics Data Warehouse (BigQuery) on the Google Cloud Platform (GCP). This processing activity is only available within the 360 version of the product.</p> <p>Client personal data is collected through HTTP requests to the Google servers. Google have summarised the types of personal data they</p>	<p>Google may store and process Customer Personal Data in the United States of America and any other country in which Google or any of its Subprocessors maintains facilities.</p> <p>Information about the locations of Google data centres is available at www.google.com/about/datacenters/inside/locations/index.html.</p>

	<p>process here: https://privacy.google.com/businesses/adsservices/</p> <p>The Client may also pass custom data into Google Analytics (360), provided it complies with the following policy which does allow for additional personal data to be sent: https://support.google.com/analytics/answer/7686480</p> <p>Personal data is also processed for the purpose of controlling access to the platform.</p>	
<p>Google Tag Manager (360)</p> <p>Google LLC 1600 Amphitheatre Parkway Mountain View CA 94043 United States</p>	<p>Google is a full stack digital services company. The Google Tag Manager (360) platform is a Tag Management System (TMS) that enables the Client to deploy marketing tags on a website or application from a centralised repository, based on logic-based rules.</p> <p>Google have summarised the types of personal data they process here: https://privacy.google.com/businesses/adsservices/</p> <p>However, the solution does not surface this data in any way to the TMS users, neither via the user interface nor the Application Programming Interface (API). TMS users may only view and edit tagging configuration data. The configuration of these tags may influence how personal data is sent to other platforms.</p> <p>Personal data is also processed for the purpose of controlling access to the platform.</p>	<p>Google may store and process Customer Personal Data in the United States of America and any other country in which Google or any of its Subprocessors maintains facilities.</p> <p>Information about the locations of Google data centres is available at www.google.com/about/datacenters/inside/locations/index.html</p>
<p>Google Analytics for Firebase</p> <p>Google LLC 1600 Amphitheatre Parkway Mountain View CA 94043 United States</p>	<p>Google is a full stack digital services company. The Google Analytics for Firebase platform is a website application and mobile application analytics service that tracks and reports on how users reach and interact with an application.</p> <p>If the platform is integrated with advertising platforms Firebase (AdWords, DoubleClick), the platform can also be used to generate audiences for targeting. This includes Google Analytics for Firebase's app optimisation tool (Remote Config).</p>	<p>Google may store and process Client Personal Data in the United States of America and any other country in which Google or any of its Subprocessors maintains facilities.</p> <p>Information about the locations of Google data centres is available at: www.google.com/about/datacenters/inside/locations/index.html</p>

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	<p>Google Analytics for Firebase automatically collects, and surfaces aggregated demographic data gathered from Google services based on device identifiers if each demographic bracket aggregation is surfacing data for at least 10 users.</p> <p>Google Analytics for Firebase can also facilitate the transfer of personal data to its Analytics Data Warehouse (BigQuery) on the Google Cloud Platform (GCP), if linked. This processing activity is only available within the Blaze (PAYG) version of the product.</p> <p>Client personal data is collected using platform specific SDKs and APIs. Google have summarised the types of personal data they process here: https://privacy.google.com/businesses/adservices/</p> <p>The Client may also pass custom data into Google Analytics for Firebase to be processed, provided it complies with the following policy which does allow for additional personal data to be sent: https://support.google.com/analytics/answer/7686480</p> <p>Personal data is also processed for the purpose of controlling access to the platform.</p>	
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