

If the Order provides that Acoustic, L.P. and/or any of its affiliates (collectively, “**Acoustic**”) is licensing on-premise software products to Customer, Customer shall also comply with the following Supplement for On-Premise Licensed Products to the General Terms and Conditions. This Supplement for On-Premise Licensed Products to the General Terms and Conditions (this “**Supplement**”) sets forth the terms and conditions under which Customer may: (a) use the on-premise software product(s) referred to by Acoustic as “**Experience Analytics (Tealeaf)**” that are ordered by Customer in such Order (the “**Licensed Product(s)**”), and (b) use the Acoustic Documentation associated with such Licensed Product(s). Capitalized terms used but not defined in this Supplement shall have the meanings given to them in the General Terms and Conditions (the “**GTC**”) or elsewhere in the Agreement.

1. LICENSE GRANT AND RIGHT OF USE

1.1. **Perpetual License Grant.** Subject to the terms and conditions of the Agreement, including the payment of fees, and Section 1.11 below, in the event Customer has purchased a perpetual license pursuant to the applicable Order, Acoustic hereby grants Customer a perpetual, worldwide, nonexclusive, non-sublicensable, and nontransferable license to use only the object code version of the Licensed Product(s) and the applicable Acoustic Documentation solely for the following purposes (“**Use**”): (a) to perform those functions defined in the applicable Acoustic Documentation, (b) for its internal business purposes, and (c) within the express limitations of the “**Charge Metric**” for each Licensed Product as set forth in the applicable Service Description and this Supplement. This right is limited to the level of Use set forth on the applicable Order, such as a RVU, (as defined below), or other specified level of Use. Customer’s Use also may be limited to a specified machine, or only as a Supporting Program (as defined below), or subject to other restrictions as set forth on the applicable Order. No other use is permitted without the payment of additional fees. Acoustic reserves the right to determine whether to make such additional rights available to Customer.

1.2. **Charge Metrics.** Customer’s use of Licensed Product(s) may be measured by Authorized Users or RVU as set forth in the applicable Order.

1.2.1. An “**Authorized User**” is a unique person who is given access to the Licensed Product(s). Customer may install the Licensed Product(s) on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Licensed Product(s) at one time. Customer must obtain separate, dedicated licenses for each Authorized User given access to the Licensed Product(s) in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. A license for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User license to another person.

1.2.2. A “**RVU**” is a resource value unit based on the number of units of a specific resource used or managed by the Licensed Product(s). Customer must obtain sufficient licenses for the number of RVUs required for Customer’s environment for the specific resources as specified in the table below. RVU licenses are specific to Experience Analytics (Tealeaf) and the type of resource and may not be exchanged, interchanged, or aggregated with RVU licenses of another program or resource. A “**Resource**” for the purpose of the RVU calculation is one million monthly Interactions (as defined below) (“**MMI**”). The number of Interactions for any month is the total number of Interactions captured by Experience Analytics (Tealeaf) that month. Customer must obtain sufficient licenses to cover the highest average number of monthly Interactions in any consecutive three (3) month period.

1.2.3. Resource Value Unit Conversion Table

- From 1 to 2 Resources, 1.00 RVU per Resource;
- From 3 to 5 Resources, 2 RVUs plus 0.90RVUs per Resource above 2;
- From 6 to 10 Resources, 4.7 RVUs plus 0.80 RVUs per Resource above 5;
- From 11 to 20 Resources, 8.7 RVUs plus 0.70 RVUs per Resource above 10;
- From 21 to 35 Resources, 15.7 RVUs plus 0.60 RVUs per Resource above 20;
- From 36 to 50 Resources, 24.7 RVUs plus 0.45 RVUs per Resource above 35; and
- For more than 50 Resources, 31.45 RVUs plus 0.30 RVUs per Resource above 50.

1.2.4. Authorized User and RVU licenses are not alternative means for licensing the Licensed Product(s). Customer must obtain sufficient Authorized User licenses to cover the users of the Licensed Product(s) as well as the appropriate number of RVU licenses for the relevant Interactions (as defined below).

1.2.5. For the purpose of this Supplement, “**Interaction**” means a digital interaction with an application that consists of a request and response pair (“**Hit**”) over http or https (such as HTML or XML) captured by the Licensed Product(s). Hits generated by the Licensed Product(s) Capture functionality will be counted based on screen views that are not captured at the network level.

1.3. **Legacy Licenses.** For purposes of this Agreement:

1.3.1. “**Legacy License Types**” means license types for former International Business Machines Corporation (“**IBM**”) customers that

are subject to assigned IBM license agreements and are not available to new customers.

- 1.3.2. **"Legacy Concurrent User," "Legacy Contract," "Legacy CPU," and "Legacy Server"** are units of measure by which the Licensed Product(s) may be Legacy License Types are no longer actively marketed by Acoustic. Acoustic may, however, at its sole and exclusive discretion, agree to increase Customer's existing licenses to use certain versions of Experience Analytics (Tealeaf) ("**Legacy Programs**") under a Legacy License Type. A version of Experience Analytics (Tealeaf) licensed under a Legacy License Type is indicated by the notation "Legacy", in the "Program Name" on the applicable Order. Customer's use of all Legacy Programs is subject to the license type specified in the order form under the agreement pursuant to which Customer last acquired the rights to use the Legacy Program ("**Legacy Agreement**"). Under no circumstances will the terms of the Legacy Agreement be interpreted to modify Customer's right to use the Legacy Programs beyond the additional quantities specified in an Order.
- 1.4. **Additional Restrictions.** In no event shall Customer disassemble, decompile, or reverse engineer the Licensed Product(s) or Confidential Information or permit others to do so. Disassembling, decompiling and reverse engineering include: (a) converting the Licensed Product(s) from a machine-readable form into a human-readable form; (b) disassembling or decompiling the Licensed Product(s) by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (c) examining the machine-readable object code that controls the Licensed Product(s) operation and creating the original source code or any approximation thereof by, for example, studying the Licensed Product(s) behavior in response to a variety of inputs; or (d) performing any other activity related to the Licensed Product(s) that could be construed to be reverse engineering, disassembling, or decompiling. Customer may not use or authorize others to use the Licensed Product(s) if failure of the Licensed Product(s) could lead to death, bodily injury, or property or environmental damage.
- 1.5. **Open Source.** The Licensed Products may contain or be provided with certain third-party software modules and components that are subject to separate or additional terms and conditions, including "open source" software modules and components ("**Third-Party Components**") and certain other software modules and components offered by Acoustic under the terms and conditions of "open source" software licenses ("**Acoustic Open Source Components**"). Acoustic will provide Customer all notices and materials required for Acoustic's compliance with the terms and conditions applicable to the Third-Party Components and Acoustic Open Source Components in the Documentation, within the Licensed Products, or through another method chosen by Acoustic in its reasonable discretion. With respect to any Third-Party Components and Acoustic Open Source Components made available under the terms and conditions of "open source" software licenses ("**Open Source Components**"), all use of Open Source Components by Customer is governed by, and subject to, the terms and conditions of the "open source" software license applicable to the Open Source Component and not this Agreement. With respect to any Third-Party Components that are not Open Source Components, Customer's use of such Third-Party Components is subject to such separate or additional terms and conditions as Acoustic makes available to Customer from time to time regarding such Third-Party Components, if any. Customer shall not use any Third-Party Components (including any data provided therewith) separately from the Licensed Product(s) (i.e., in connection with any software provided by Customer or any other third party) unless such use is expressly permitted in such notices and materials. ALL THIRD-PARTY COMPONENTS AND ACOUSTIC OPEN SOURCE COMPONENTS, INCLUDING OPEN SOURCE COMPONENTS, ARE PROVIDED BY ACOUSTIC ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
- 1.6. **Authorized Users.** Subject to the terms and conditions of the Agreement, Customer may permit its Authorized Users to Use the applicable Licensed Product(s) and Acoustic Documentation. Permitted Contractors may Use the Licensed Product(s) and Acoustic Documentation only for Customer's business purposes and benefit. Customer is fully liable for the breach of the Agreement by, and the acts and omissions of, Authorized Users (including any usage charges or overage charges) under the Agreement.
- 1.7. **Monitoring of Use.** Customer will monitor its own use of the Licensed Product(s) and each calendar quarter report all use in excess of the Charge Metrics. Acoustic may continuously monitor the Licensed Product(s) and any other services it provides, including monitoring to verify Customer's use thereof compliance with the Agreement.
- 1.8. **Customer License Grant.** Customer grants to Acoustic a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display, distribute, and otherwise process any and all Customer Data as is reasonable or necessary for Acoustic to perform or provide the Licensed Product(s).
- 1.9. **Maintenance Releases.** From time to time during the Term and subject always to Section 1.11 below, Acoustic will provide Customer with updates, upgrades, releases, or other adaptations or modifications of the Licensed Product(s), including any updated Acoustic Documentation, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Licensed Product(s) (collectively, "**Maintenance Releases**"). All Maintenance Releases provided by Acoustic to Customer are deemed Licensed Product(s). Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right hereunder to receive any new versions of the Licensed Product(s) that Acoustic may, in its sole discretion, introduce and market generally as a distinct licensed product from time to time.
- 1.10. **Third-Party Services.** The Licensed Product(s) may include integrations with services and data made available by third parties that are accessed through the Licensed Product(s) and are subject to the terms and conditions of those third parties. The Agreement does not apply to those services and data and they are not part of the Licensed Product(s).
- 1.11. **Requirement to Purchase Annual Software and Services Support.** Customer's right to use the Licensed Products, howsoever licensed to Customer is conditional upon Customer's continued purchase of annual software and services support ("**S&S Support**") pursuant to a then current Order. In the event that Customer ceases to purchase S&S Support pursuant to a then current Order the license granted pursuant to Section 1.1 above will terminate. Upon termination of the license granted pursuant to Section 1.1 above Customer's right to use the Licensed Product shall terminate and Customer will immediately cease using the Licensed Products and uninstall and delete all copies (including, without limitation, any back up or archival copies) of the Licensed Products from Customer's

systems and the systems of its Authorized users. Upon Acoustic's request, Customer's General Counsel (or most senior attorney if a holder of a different title) will sign a written statement certifying Company's compliance with this Section 1.10.

2. DELIVERY/VERIFICATION

- 2.1. **Delivery.** Unless otherwise specifically provided in the Order, Acoustic shall deliver to Customer one (1) master copy of the licensed Licensed Product(s) (each a "**Master Copy**") solely for the purpose of allowing Customer to make one (1) copy of the Master Copy for use by each Authorized User. For purposes of this Supplement, delivery will be deemed complete when Acoustic physically delivers, or causes a third party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Acoustic's designated site and has provided Customer with the appropriate authorization to access the site. Acoustic will provide Customer with a license key that is required to activate and use the Licensed Product(s). The license key is used to ensure that the Licensed Product(s) operates in accordance with the license granted to the Customer in this Supplement for Licensed Product. As such, the Licensed Product(s) may contain time-out devices, counter devices, or other similar devices intended to prevent the Licensed Product(s) from being used beyond the bounds of the license.
- 2.2. **Archival and Backup Copies.** Subject to the restrictions set forth herein, Customer may make a reasonable number of copies of the Master Copy solely for archival purposes and backup use in accordance with Customer's standard backup processes in emergency situations.
- 2.3. **Marking.** Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Licensed Product(s) and any other Acoustic materials provided to Customer.
- 2.4. **Records.** Customer shall keep and maintain complete and accurate records of each copy of the Licensed Product(s) including any and all pertinent distribution information. Customer shall, upon Acoustic's written request, provide reports to Acoustic specifying the cumulative total of copies, and all other reasonably pertinent distribution information. All reports are to be delivered to Acoustic within thirty (30) days of such request.
- 2.5. **Verification.** During the term of the Agreement and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the use of the Licensed Product(s) by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Acoustic may engage a third party, which will be subject to a confidentiality obligation, to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Acoustic's option, Acoustic may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Licensed Product(s), Customer shall compensate Acoustic for such usage. If material unlicensed usage is found during Verification, Customer shall reimburse Acoustic for the actual costs associated with performance of the Verification. Acoustic and any third party involved in the Verification will use the information obtained in compliance review only to enforce Acoustic's rights and to determine Customer's compliance with the terms of the licenses granted in the Agreement.

3. MISCELLANEOUS

- 3.1. **Survival.** The provisions set forth in Section 2.5 and this Section 3.1 of this Supplement, and all payment obligations, will survive termination or expiration of this Supplement or the Agreement.