

Acoustic Tealeaf

This Service Description describes the SaaS Product referred to as Acoustic Tealeaf. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have the meaning given elsewhere in the Agreement.

1. Overview

1.1 Acoustic Tealeaf

Acoustic Tealeaf is a digital experience analytics solution for traditional web, native mobile and mobile/responsive web applications. The solution is designed to help Customer understand and improve the overall experience of Customer's end users ("End User(s)") by analyzing behavioral problems from large and complex data sets. Customer Data including application interactions, device information, and End User context will be captured and sent to the Acoustic-hosted environment.

Acoustic Tealeaf comes with numerous "out of the box" reports, and dashboards that allow Customer to consume its results nearly immediately. In addition to the predefined reports and dashboards, Customer may customize both reports and dashboards to meet more specific analytic needs.

a. Application Profiles

Included in the entitlement fee is the ability to configure up to 10 Application Profiles. Application Profile means a reporting entity with associated permissions assignable to Customer. Typically, an Application Profile has a one-to-one mapping with a single application, domain, or website. Customer should consult with the Acoustic Professional Services team if they wish to combine multiple application(s), domain(s), and/or website(s) into a single Application Profile for reporting purposes.

The first Application Profile will be configured by Acoustic and available when Acoustic Tealeaf is provisioned. If more than 10 Application Profiles are needed, Customer may submit a request to Acoustic Support and Acoustic may agree to such request (such agreement will not be unreasonably withheld).

b. Authorized Users

Included in the entitlement fee are unlimited authorized users ("Authorized User(s)"). An Authorized User is defined as natural persons (i.e. not bots, automated, machine, computer, or artificial intelligence users) who are either Customer's employees or Permitted Contractors. Acoustic may limit the number of anticipated or actual concurrent Authorized Users (those accessing Tealeaf simultaneously from any location).

c. Data Retention Periods

The following data retention periods are included in the entitlement fee for Acoustic Tealeaf:

- (1) 12 months of rolling Reporting Data. Reporting Data means metric and dimensions associated with the reports and dashboards in Acoustic Tealeaf.
- (2) 1 week of rolling Capture Data. Capture Data means data collected from the Tealeaf software development kit ("SDK").

d. Replay and Application Heatmaps

- (1) Acoustic Tealeaf Application Heatmaps ("Heatmaps") provide usability analytics designed to help Customer understand how Customer's End Users are interacting with Customer's website and mobile content. Heatmaps make certain usability overlays available, such as click maps, link analytics, form analytics, attention maps, and accessibility overlays. This solution provides Customer aggregated data across all End Users and the ability to drill down into individual End User sessions to help target usability confusion and struggle and quantify the financial impact.

- (2) Heatmaps include the ability to capture up to 250 snapshots. A snapshot is a page or screen for which usability data can be aggregated and reported on. If more than 250 snapshots are needed, Customer may submit a request to Acoustic Support and Acoustic may agree to such request (such agreement will not be unreasonably withheld).

e. **Screenviews**

- (1) A screenview represents an action that significantly changes a large portion of content presented to the End User, or the loading of a new page.
- (2) The entitlement fee for Acoustic Tealeaf includes 1 million screenviews per month. Additional screenviews may be purchased in increments of 1 million per month.

1.2 Optional Software Services

1.2.1 Tealeaf Reporting Data Retention Extension

This add-on allows Customer to retain certain aggregated and stored Reporting Data elements for 12 additional months. The maximum rolling Reporting Data Retention is 24 months.

1.2.2 Tealeaf Capture Data Retention Extension

This add-on allows Customer to retain Capture Data elements for an additional number of weeks. Customer must purchase additional weeks of Tealeaf Capture Data Retention for the total quantity of screenviews purchased under section 1.1.e(2).

1.2.3 Tealeaf Network Capture Add-On

This add-on provides the option for Customer to send its network traffic data to Tealeaf for additional Customer insights. This add-on supports capture of network traffic for all End User sessions and allows Customer to configure and evaluate events that track network and server errors and monitor performance issues that affect End User experience. In addition, Customer may evaluate the HTML request and response data to understand the root cause of End User struggle. This add-on requires Customer to install and maintain certain on-premises or cloud infrastructure needed to forward network traffic to the cloud environment.

Included in the entitlement fee for the Tealeaf Network Capture Add-On is the following:

- a. 1 week of rolling Network Capture Data.
- b. Passive capture application that captures all requests and responses of the web application.
- c. Data transport application that processes the request and response data, filters or encrypts sensitive data, and routes the data to Tealeaf.

1.2.4 Tealeaf Data Export Add-On

This add-on provides Customer with the capability to export sessions based on predefined criteria. Customer can export sessions in different formats, depending on Customer's use cases. Customer can conduct data analysis using Tealeaf session data download. In addition, Customer can facilitate resolution of various use cases that require long-term records of online interactions, as Customer can upload the exported file back into Tealeaf for session replay. Customer can schedule, manage, and monitor the export tasks.

The entitlement fee for the Tealeaf Data Export Add-On includes the following:

- a. The ability to export Tealeaf Data within the purchased Tealeaf data retention period.
- b. 3 additional calendar days of retention of the exported data in Acoustic Cloud Object Storage.
- c. Customer may purchase this add-on in increments of 1 million screenviews per month up to the total number of screenviews purchased under section 1.1.e(2).

2. Professional Services Engagements

2.1 One-Time Professional Services Engagements

2.1.1 Tealeaf New Customer Onboarding

This engagement consists of consulting services for onboarding a new Tealeaf Customer, wherein Acoustic works alongside Customer to deploy and utilize Acoustic Tealeaf. This engagement is required with an initial Tealeaf subscription and begins at the start of the term. It is delivered through a series of remote working sessions which must be delivered within a 90-day period.

The scope of the engagement is limited to the agreed initial use-case for 1 Application Profile. Additional use cases may be considered, at Acoustic's discretion, depending on time remaining once the initial use case has been successfully deployed.

A Tealeaf consultant will work alongside Customer's Authorized Users to deploy Tealeaf for the agreed initial use case(s), which may include:

- a. Session Capture configuration
- b. Replay (including privacy)
- c. Snapshots
- d. Struggle reporting
- e. Funnel reporting
- f. Error Message reporting
- g. Heatmap attribute configuration
- h. Enablement

2.1.2 Tealeaf Existing Customer Onboarding

This engagement consists of consulting services for onboarding an existing Tealeaf Customer, wherein Acoustic works alongside Customer to deploy and utilize the Tealeaf SaaS product. This engagement is optional and begins at the start of the term. It is delivered through a series of remote working sessions which must be delivered within a 90-day period.

The scope of the engagement is limited to one additional use-case for 1 Application Profile. Additional use cases may be considered at Acoustic's discretion, depending on time remaining once the initial additional use case has been successfully deployed.

A Tealeaf consultant will work alongside Customer's Authorized Users to deploy the agreed additional use case(s), which may include any of those outlined in section 2.1.1.

2.2 Recurring Professional Services Engagements

2.2.1 Tealeaf Session Capture Tuning

This engagement is intended to ensure Customer sessions are being captured appropriately. As Customer will continue to enhance their sites post-implementation, these changes may affect the session capture and prevent Tealeaf from capturing necessary behaviors. This engagement is intended to limit the effect that these changes to the site may have on the value Customer receives from Capture Data. The engagement will have the following delivery structure:

- a. Quarterly Assessment of the Tealeaf session capture feature to determine if a full Session Capture refresh is needed.
- b. Full Session Capture Refresh one time per year based on the quarterly assessment.

As Customer may be capturing multiple brands or Application Profiles, Customer may be required to purchase multiples of this engagement for each brand or Application Profile.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.2 Tealeaf Health Check

This engagement is intended to enhance Customer's ability to maximize value from Capture Data. This engagement will have the following delivery structure:

- a. Quarterly Assessment of Customer's Tealeaf environment to help customer:
 - (1) Identify new ways to get value from Capture Data;
 - (2) Address additional priorities that were not determined at the time of initial implementation;
 - (3) Take advantage of new opportunities created by additions and modifications to Customer sites;
 - (4) Ameliorate issues with existing analytics that may have been negatively impacted by Customer changes to their sites; or
 - (5) Adhere to Acoustic Tealeaf best practices.
- b. Acoustic will deliver a quarterly summary of findings with documented recommendation on how to proceed.

Customer can either address items discovered in-house or purchase the Annual Success Plan under Section 2.2.3 where Acoustic resources execute against these findings.

As Customer may be capturing multiple brands or Application Profile, Customer may be required to purchase multiples of this engagement for each brand or Application Profile.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.3 Tealeaf Annual Success Plan

This engagement is intended to execute on the recommendations identified in the Tealeaf Health Check engagement under Section 2.2.2 to support Customer in receiving the most value from Capture Data.

As Customers may not have dedicated internal resources to properly maintain and further drive Tealeaf's use to increase value, this engagement is intended to have Acoustic resources perform this work.

The quarterly assessments delivered by the Tealeaf Health Check engagement will contain a list of recommendations which may require Customer to purchase multiples of this engagement to execute this work. Acoustic resources will execute against these recommendations.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.4 Tealeaf Managed Services

This engagement is intended for Customers who seek the expertise from Acoustic Professional Services to complement Customer's own expertise when using Acoustic solutions.

Many long-standing Customers have grown accustomed to purchasing Managed Services as they know they

will need help from Acoustic resources throughout the year. They prefer the ability to engage Acoustic as needed without the delay of purchasing an engagement on an as-needed basis.

Under this engagement, Acoustic will deliver up to 40 hours on Customer-designated Tealeaf projects. These hours expire annually.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.5 Tealeaf Strategic/Supplementary Services - Essentials

This engagement is intended to ride along Customer's use of Tealeaf, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This engagement is a remotely delivered service. The engagement will have the following delivery structure:

- a. Annual Assessment of Customer's Tealeaf ecosystem providing a Point-of-View on maximizing value through deployment focus, Tealeaf Capture / Impact / Reporting / Governance status reports;
- b. Performance Analysis: monthly issue highlights on 1 topic per month; and
- c. Analysis Guidance: monthly review meetings and insight reporting and direction including 1 piece of insight per month.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.6 Tealeaf Strategic/Supplementary Services - Standard

This engagement is intended to ride along Customer's use of Tealeaf, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This engagement is a remotely delivered service. The engagement will have the following delivery structure:

- a. Annual Assessment of Customer's Tealeaf ecosystem providing a Point-of-View on maximizing value through deployment focus, Tealeaf Capture / Impact / Reporting / Governance status reports;
- b. Strategy Sessions: deep dive into aligning strategies with feature functionality and general guidance on 1 topic per month;
- c. Performance Analysis: monthly issue highlights on 1 topic per month; and
- d. Analysis Guidance: monthly review meetings and insight reporting and direction including 1 piece of insight per month.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.2.7 Tealeaf Strategic/Supplementary Services - Premium

This engagement is intended to ride along Customer's use of Tealeaf, providing valued strategic direction through continued review cycles, performance analysis, and solutions guidance. This engagement is a remotely delivered service. The engagement will have the following delivery structure:

- a. Annual Assessment of Customer's Tealeaf ecosystem providing a Point-of-View on maximizing value

through deployment focus, Tealeaf Capture / Impact / Reporting / Governance status reports;

- b. Strategy Sessions: deep dive into aligning strategies with feature functionality and general guidance on 1 topic per month;
- c. Performance Analysis: monthly issue highlights on 2 topics per month; and
- d. Analysis Guidance: monthly review meetings and insight reporting and direction including 2 pieces of insight per month.

This engagement is intended for a 12-month term to align with Customer's Tealeaf subscription term. Should the initial order run shorter than 12 months, delivery will be prorated. Acoustic will develop and maintain a strategic project matrix with direct reference to quarterly work efforts aligned within the above framework. Under this engagement, Acoustic will work directly with Customer teams to deliver recommendations and remedies.

2.3 Tealeaf Premium Support

This engagement provides ongoing enhanced support for Customers on Acoustic Tealeaf. A dedicated Technical Account Manager will oversee Customer's account to ensure problem resolution is expedited on support issues. Customer also receives priority support with enhanced response times, weekly support checks, and proactive event readiness to minimize risk during key campaigns or holidays. In addition, this engagement includes 24 hours of Professional Services to aid in the resolution and prevention of complex problems that are outside the scope of standard support. While there is no guarantee of results, Customer will be presented with the best that Acoustic has to offer to minimize risk and maximize the value to accelerate their business.

3. Service Levels

3.1 Service Level Agreement

Acoustic provides the Customer with the following availability service level agreement (SLA). Acoustic will apply the highest applicable compensation based on the cumulative availability of the SaaS Product as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact Acoustic regarding service availability issues are in Acoustic's SaaS support overview at acoustic.com/acoustic-terms/.

Availability	Credit (% of monthly entitlement fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The entitlement fee is the contracted price for the month which is subject to the claim.

4. Charges

4.1 Charge Metrics

The following Charge Metrics apply to this SaaS Product:

- a. Engagement means a one-time or recurring professional or training service related to Acoustic Tealeaf.
- b. Screenview means a single unit of Capture Data as defined in Section 1.1.e(1). The size of Capture Data is defined as a screenview where the maximum size of a screenview of exported data is 20 MB.

Screenviews that exceed 20MB will be rounded up to the next 20MB increment and count towards Customer's total entitled million screenviews per month. For example, if a screenview is 35MB in size, it will be counted as two screenviews.

5. Additional Terms

5.1 Overages

If actual usage of Acoustic Tealeaf during the measurement period exceeds the entitlement specified in the Order, Customer will be charged in arrears for the overages specified in the Order. Such overage charges are due in addition to the base monthly entitlement charge.

5.2 Data Smoothing Charges

For select Tealeaf SaaS Products, if the subscription period is greater than 12 months, the aggregate total number of entitlements will be based on 12 monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next 12 monthly measuring periods will not be due until the actual screenview usage exceeds the total number of entitled screenviews in aggregate for such 12 monthly measuring periods.

In the event Customer is leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

If a subscription period is less than 12 months or less than 12 monthly periods remain in a subscription period, the number of monthly entitlements remaining in a subscription period will be used for the total number of entitled screenviews in aggregate.

a. Example 1:

Customer has a 12-month subscription period and has acquired 12,000,000 screenviews under the Tealeaf entitlement. If Customer captures more than 12,000,000 screenviews before the end of the 12-month subscription period, Customer will not be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears till the end of the subscription period.

b. Example 2:

Customer has a 36-month subscription period and has acquired 12,000,000 screenviews under the Tealeaf entitlement. If Customer captures more than 12,000,000 screenviews before the end of the first 12-month period, Customer will be invoiced the following month for the quantity in excess and all usage until the end of the 12-month period. At the end of each 12-month period, the usage count will reset. If Customer captures more than 12,000,000 screenviews before the end of the next 12-month period, Customer will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears until either the usage count is reset or the end of the remaining subscription period.

5.3 Applicable SaaS Products

Overages and Data Smoothing Charges apply to the following Tealeaf SaaS Products:

- a. Acoustic Tealeaf Screenviews
- b. Acoustic Tealeaf Data Export Add-On

5.4 No Protected Health Information or Regulated Content

The SaaS Product is not designed to comply with the Health Insurance Portability and Accountability Act ("HIPAA") or other data protection laws governing the processing of health data and may not be used for the transmission or storage of any Protected Health Information or other similar health data that is subject to data protection laws.

The SaaS Product is not designed to comply with the Payment Card Industry (PCI) standard and may not be used for the transmission or storage of any Cardholder Data.

5.5 Data Retention

All data is stored and removed based on a rolling window of time which is built around the concept of first in, first out. Data is stored for a set amount of time and is then discarded as the specified time window expires. The rolling data retention window begins as soon as data starts flowing into the system and is updated daily.