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Optimizely Service Level Agreement ("SLA")

BY ACCEPTING, SIGNING (DIGITALLY OR OTHERWISE), OR IN ANY WAY AFFIRMING THE AGREEMENT AND/OR ORDER(S) AND/OR ONLINE PURCHASES ("ORDER(S)"), OR BY INTERACTING WITH OR IN ANY OTHER WAY USING THE SOFTWARE SERVICE(S) AND/OR MANAGED SERVICE(S), CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN. ALL CAPITALIZED TERMS NOT DEFINED HEREIN HAVE THE MEANING(S) ATTRIBUTED TO WITHIN THE AGREEMENT AND/OR ORDER(S). Terms defined in the Agreement, including the EUSA, and including GTC applicable for MMSA which are capitalized terms, shall apply within this SLA.

1. SLA Supported Service(s)

1.1. This Section 1.1 represents all of the Company Service(s) that are supported under this SLA.

Supported Services	
Software Services	**Description**
Customer Centric Digital Experience Platform ("CCDXP") and/or Digital Experience Cloud ("DXC") Packages	• CCDXP for Content Cloud PLUS • CCDXP for Commerce Cloud PLUS • CCDXP for Commerce Catalog PLUS • CCDXP for Content Cloud Recommended • CCDXP for Content Cloud Experiential • CCDXP for B2C Commerce Cloud Recommended • CCDXP for B2C Commerce Cloud Experiential • CCDXP for B2C Commerce Catalog Recommended • CCDXP for B2C Commerce Catalog Experiential • DXC for Individualized Content • DXC for Experience Driven Commerce
Customer Centric Digital Experience Platform ("CCDXP") and/or Digital Experience Cloud ("DXC")	• CCDXP for Content Cloud • CCDXP for Commerce Cloud • CCDXP for Commerce Catalog Cloud • CCDXP for B2C Commerce Cloud • CCDXP for B2C Commerce Catalog Cloud • DXC for CMS • DXC for Commerce • DXC for Commerce Catalog

Personalization Software Services	• Product Recommendations
	• Content Recommendations *(formally referred to as 'Advance')*
	• Email Product Recommendations
	• Personalized Search & Navigation
	• Analytics
	   ○ Visitor Intelligence *(formally referred to as 'Insight')*
	   ○ Content Intelligence
	   ○ Customer Data Platform

Marketing Automation Software Services	• Marketing Automation (formally referred to as "Campaign") • Marketing Automation by Delivra
Other	• Search & Navigation *(formally referred to as 'Find')* • Community API *(formally referred to as 'Social')* • Ekron SaaS
B2B Cloud	• B2B Commerce Cloud Catalog – Web/Mobile *(formally referred to as 'InsiteCommerce Catalog')* • B2B Commerce Cloud *(formally referred to as 'InsiteOnline')* • B2B Commerce Cloud Mobile App *(formally referred to as 'InsiteMobile App for eCommerce')* • B2B Commerce Cloud Cloud Analytics for Commerce *(formally referred to as 'InsiteAnalytics for eCommerce')* • B2B Commerce Cloud PIM *(formally referred to as 'InsitePIM')*
Optimizely Platform *(formally referred to as 'Idio Platform')*	• Platform • Next-Best-Content Recommendations for Web, Email, Retargeting • Profile/Data Export

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Managed Services	Description
Company-hosted Services	• Everweb Hosting • Ektron Hosting • B2B Managed Support Subscription

2. Definitions

2.1. **"Applicable Monthly Service(s) Fees"** means monthly fee(s) set forth within the Agreement and/or Order(s). For the avoidance of doubt, in the event fee(s) are defined only as an annual fee within the Agreement or Order(s), Company will calculate such monthly fee(s) by dividing the annual fee(s) by applicable monthly period, for example twelve (12) months.

2.2. **"Applicable Monthly Period"** means the number of days within a calendar month that Customer's Subscription is in effect.

2.3. **"Authorized Designee"** means either an employee of Customer's Affiliates', a consultant, contractor, agent, or partner who Customer has authorized in writing, to access and/or use the Service(s) for the sole purpose of supporting Customer's use of the Service(s) and has been supplied a user identification and password by Customer (or, upon Customer's request, by Company).

2.4. **"Availability"** means the availability metric, which is measured with two (2) decimal places (99.70%, 99.90%, for example), set forth in the Agreement and/or Order(s) that Company shall adhere to as part of the Service(s) provided by Company to Customer.

2.5. **"Business Day"** means a day of the week that is not a Saturday, Sunday, any day which is a federal or public legal holiday, or any day on which businesses are required by law or other governmental action to close, which may vary as follows: (i) Public / federal holidays in the United States of America if Customer is primary business is domiciled in the Americas, (ii) Public holidays in Sweden and Germany if Customer's primary business is domiciled in Europe, Africa, or the Middle East, and (iii) Public holidays in Australia if Customer's primary business is domiciled in Asia-Pacific, including Australia and New Zealand.

2.6. **"Change"** means any alteration or modification to the infrastructure managed by Company, which has or may influence the Service(s) or infrastructure for Customer, its Affiliates, Authorized User(s), or customers.

2.7. **"Consumption Metric"** means the type of measurement used for the Service(s) that is defined in the Agreement and/or the applicable Order(s).

2.8. **"Excessive Bandwidth"** means Customer has experienced an unusually high average bandwidth usage per Customer's defined Consumption Metric for a Customer's Website(s), that may materially interfere with Company's ability to provide customer service to Company's other customers, or drive significantly higher than usual costs for Company. This includes, but is not limited to: (a) a successful distributed denial of service attack ("DDoS"), (b) misuse of the Service(s) by Customer and/or its Authorized Users *(which may include, but is not limited to, (i) using the Service(s) as a filesharing platform, (ii) for cryptocurrency mining, (iii) significantly inefficient implementation and/or (iv) requesting a large external resource in every request without caching),* (c) Customer's bandwidth usage has reached a value that is 10x (1000%) more than Peak Value*, and/or (d) Customer's excessive use of Company's Service Desk, (meaning at least ten times (10x) more than Company's other customers who use the same or similar Service(s) as Customer)*, which shall be reasonably determined by Company on a case by case basis.

2.9. **"Hosted Services"** means Software or Services in which Company delivers infrastructure, applications, security, monitoring, storage, web development and website hosting over the internet.

2.10. **"Incident"** means the occurrence of an event, of which is not part of the standard operation of the Service(s) that has either caused or may be reasonably expected to cause a reduction or an interruption to the quality of the Service(s).

2.11. **"Launch" or "Go-Live"** means the process of the Service(s) being made fully available to Customer, its Authorized Users, end-users and/or its customers and external facing use of the production Environment.

2.12. **"Managed Service(s)"** means the proactive management of a Company software solution on behalf of Customer as defined, if applicable, in the Agreement and/or Order(s).

2.13. **"Performance Data"** means the de-identified Customer Data generated by Company's instrumentation and logging systems, and used by Company to monitor Customer's use of, and the performance of the Service(s), for which Company may use, but only in an aggregate and anonymous manner, to compile and analyze statistical information, specifically pertaining to the performance, provisioning, and operation of the Service(s), and may, if solely for the purpose of Company's ability to improve or maintain upkeep of the Service(s), be made publicly available, provided that Customer Data is not in any way incorporated and that Customer's Confidential Information is not identifiable. For the avoidance of doubt, Performance Data shall not include any of Customer's Confidential Information, financial or operational data, or any other data, text, materials, information, or other content that is uploaded, submitted, transferred, transmitted, provided, or otherwise made available to, or posted within the Service(s) by, or on behalf of Customer, its Affiliates, Authorized Users, or customers. Company retains all intellectual property rights in such statistical and performance information, as well as enrichment data provided by Company, including data Company makes available to Customer as part of the Service(s), and data that Company obtains from either public or third-party sources.

2.14. **"Problem"** shall mean the unknown root cause of one or more Incident(s).

2.15. **"Peak Value"** means the value that is measured against normal Consumption Metrics using historical Consumption Metric data that is specific and unique to the Customer, which may determine the Customer's average bandwidth per Consumption Metric.

2.16. **"Security Incident"** means a material violation or an imminent threat of a violation of a system's security policy, acceptable use policy, and/or standard security practice(s) that materially compromises either the security, confidentiality or integrity of Customer Data or Confidential Information of Customer or the physical, technical, administrative or organizational safeguards put in place by Company that pertain to the protection of security, confidentiality or integrity of Customer's Confidential Information or Customer Data.

2.16. **"Security Vulnerability"** means a flaw or weakness in a system's design, implementation, or operation and management, that could be exploited and/or used to violate the system's security policy.

2.17. **"Service(s)"** means either the Software Service(s) or Managed Service(s) purchased by Customer under the Agreement and/or Order(s) and provided by Company.

2.18. **"Service Credit(s)"** means the percentage of the Applicable Monthly Service Fee(s) awarded to Customer following Company's claim approval.

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2.19. **"Service Desk"** means the primary contact between Customer and Company for assistance and/or the handling of all Incidents, Problems, and/or Service Requests related to the Customer's Service(s).

2.20. **"Service Request"** means a Customer request and/or inquiry submitted to the Service Desk from time to time during the Subscription Term that pertains to the Service(s) and/or Customer's use of the Service(s) and may include industry standard task(s) requested by Customer, for which the Parties agree on the lead time Company for such request and/or inquiry. For example, a Service Request may include, and is not limited to, (i) a change in Company's Service(s) platform configuration, (ii) deployment of new or edited code, or (iii) a change of password. Service Requests are handled by Company's Service Desk at the commencement of the Order(s).

2.21. **"Service Level Objective(s)" or "SLO(s)"** means the industry-standard best practice Company targets that are set forth under this SLA that Company strives to accomplish, and they are based on industry standards and best practices.

2.22. **"Third-Party Product(s)"** means any product, application, service, code, website, components (including open-source components Customer may install through Nuget or found here: https://world.optimizely.com/services/implemented-software), functionality, or software *(including open-source software or components)* provided and/or offered by a third-party that Customer, its Affiliates, and/or Authorized Users may install or enable for use with the Service(s) that is not provided by Company as part of the Service(s) and is not considered to be Service(s) under the Agreement.

2.23. **"Third-Party Provider(s)"** means any third-party that provides and/or offers a product, application, service, code, website, component, functionality, or software, that is related to the Service(s) and/or Customer's use of the Service(s), including, but not limited to, the implementation, customization, any other consulting services, and/or applications *(offline and/or online)* that work in conjunction with the Service(s) including any exchange of data with the Service(s) or any additional functionality offered within the user interface and/or the application programming interface of the Service(s), excluding any third-party engaged by Company as a subcontractor, or otherwise for the performance of Company's obligations under this Agreement.

2.24. **"Third-Party Site(s)"** means any web-based technologies which are not owned or controlled by Company, that Customer may request or otherwise cause the Service(s) to be integrated with or may make use of data from such third-party websites. Company.

2.25. **"Exit Transition Assistance Service"** means the services described in the Exit Transition Plan to be performed by Company for the purpose of migrating Customer owned data to Customer or to a successor service provider chosen by Customer upon the expiration of termination of this Agreement.

2.26. **"Workaround"** means a temporary fix, solution or technique used to either (i) avoid an Incident or Problem, or (ii) allow Customer, its Affiliates, and/or Authorized User(s) to continue its use of the Service(s) while Company works to provide a permanent solution, in the event a particular aspect of the Service(s) has been reported to have an issue or should incur an Incident or Problem.

3. General Terms

3.1. **Infrastructure –** Customer's Service(s) may include infrastructure, services and/or code that are considered to be a part of the Service(s) that may be constructed by a third-party platform provider *("Infrastructure Software / Service(s)")*, such as Microsoft Azure™, or a particular content delivery network provider, for example, and may be subject to additional terms and conditions of which can be found here: https://www.optimizely.com/legal/third-party-platform-providers/. However, notwithstanding the foregoing, the terms and conditions for such Infrastructure Software / Service(s) shall only become applicable hereunder if Customer's use of the Service(s), is considered by Company, to be in a manner of which falls outside the parameters of this Agreement. Additionally, Service(s) may include distributions of open-source software, components, products, and/or code that are delivered with Software Services, which are constructed by a third-party ("Third-Party Open Software"). Third-Party Open Software(s) notices and related terms are available at https://world.optimizely.com/services/implemented-software/.

3.2. **Third-Party Product(s) –** Any Third-Party Product(s) installed, enabled, or used by Customer, its Affiliates, or Authorized Users, and any data exchanged between Customer and such Third-Party Product(s), is solely between Customer and the Third-Party Provider(s). Company disclaims responsibility, liability, warranty, and support for any Third-Party Product(s) including any disclosure, modification or deletion of Customer Data, data privacy or protection violations resulting from access by Third-Party Product(s), except as otherwise specified in the Agreement and/or Order(s). Further, under no circumstance should any Third-Party Product(s) be considered as Company subprocessor(s).

3.3. **Third-Party Site(s)** – Customer agrees that Company has no control over any terms of use, privacy policies, operation, intellectual property rights, performance, or content of any Third-Party Site(s). Further, Company disclaims all responsibility, liability, warranty, support, any information collected from Third-Party Site(s), and/or any damages or other harm, whether to Customer or to its end users. Third-Party Site(s) (i) include, but are not limited to, Facebook™, Instagram™, LinkedIn™, Twitter™ and Google™, and (ii) under no circumstance, shall any Third-Party Site(s) be considered as Company subprocessor(s).

3.4. **Permitted Use of Service(s) –** Customer acknowledges and agrees that any violation of this Section may result in the suspension of any or all Service(s), which includes but is not limited to (i) Customer shall not knowingly or willfully use Service(s) in any manner that could damage, disable, overburden, impair, or otherwise interfere with Company's ability to provide its customers support for the Service(s), or Company's ability to adhere to, and fulfill its obligations set forth in this Agreement, or provisioning or support of Service(s) this includes any violation the applicable section of the **Fair Use Policy ("FUP")** *located here:* https://www.optimizely.com/legal/fair-use-policy/

3.5. Customer shall be responsible for maintaining the security of the Customer's account passwords. The Parties agree to make every reasonable effort to prevent any unauthorized third parties from accessing the Service(s). Further, Customer shall be held with joint and several liability for all acts and omissions of its Authorized User(s).

3.6. **Suspension of Service(s) –** Company reserves the right to (i) suspend access for Customer, its Affiliates, and Authorized User(s) or Authorized Designee to any or all Service(s), (ii) shut down or deny Customer's Service(s) Launch, and/or (iii) interrupt or stop the provisioning of the Service(s) for any of the following reasons:

3.6.1. If any of the components, customizations, software, products, or equipment is used and/or applied to the Service(s) belong to a third-party, and such third-party does not adhere to the FUP.

3.6.2. If Customer, its Affiliates, Authorized User(s), or Designated User:

3.6.2.1. use the Service(s) in a way that violates applicable local, state, federal, foreign laws or regulations, or the terms of this Agreement,

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3.6.2.2. use Company's email send services in a way that results in excessive bounce-backs, SPAM notices or requests for removal from a mailing list by recipients,

3.6.2.3. violate any of the terms of Right to Use Software Service, Restrictions and Representations, Ownership and Intellectual Property Rights, Confidential Information.

3.6.2.4. repeatedly post or upload material that infringes or is alleged to infringe on the copyright or trademark rights of any person or any entity.

3.6.3. If either Customer's Website(s) or Customer's use of the Service(s) is:

3.6.3.1. is being subjected to denial-of-service attacks or other disruptive activity,

3.6.3.2. is being used to engage in denial-of-service attacks or other disruptive activity,

3.6.3.3. is creating a Security Vulnerability for the Service(s) or others (such as exposing Company's IP net),

3.6.3.4 is consuming Excessive Bandwidth, or

3.6.3.5. is causing harm to Company or others, then Company may, with electronic or telephonic notice to Customer, temporarily suspend all or any access to the Service(s). Company will try to limit the suspension to the affected portion of the Service(s) and promptly resolve the issues causing the suspension of the Service(s).

3.7. **Use of Performance Data –** Notwithstanding anything to the contrary, Company may monitor Customer's use of Service(s) and use Customer Data, defined as Use and Performance Data, in an aggregate and anonymous manner, compile statistical and performance information related to the provisioning and operation of the Service(s), and may make such information publicly available, provided that such information is used solely for the purposes for the upkeep or improvement of Service(s) and does not incorporate Customer Data or identify Customer's Confidential Information. Company retains all intellectual property rights in such statistical and performance information, as well as enrichment data provided by Company, including data Company makes available to Customer as part of the Service(s), and data that Company obtains from either public or third-party sources.

4. Service Level and Availability

4.1. Unless otherwise stated herein, Customer's right to bring a claim against Company due to a lack of Customer's defined Availability shall be limited to this Section.

4.2. Company is not responsible for any lacking Availability that is caused as a result of any customizations of the Company's Service(s) made by Customer, or other excluded downtime in accordance with Sections 5.3.6, 5.5 and 5.6 herein.

5. Service Level Availability; Metric

5.1. Company Service Level Metric for Subscription(s) is Availability. Specific levels of Availability may apply to the Subscription or to a specific Service defined in the Agreement and/or Order(s), as applicable.

5.2. Availability is calculated; thus, Company will take the minutes that a Service was down (in a certain time frame) and divides by the total minutes the Service was being monitored during that time frame. The result is the downtime percentage, which is then subtracted from 100% to get the uptime percentage.

5.3. **Availability Calculation –** Availability is calculated per the Applicable Monthly Period according to the following formula:

$$\text{Availability} = 100\% - \frac{\text{UD (Unplanned Downtime)}}{\text{T (Launched time)}}$$

5.3.1. *For example*: If Company monitored a Subscription with a Service running during a full calendar month consisting of 30 days, and hence 720 hours (which translates to 43,200 minutes), and in that timeframe, the Service had unplanned downtime for 20 minutes. To define the uptime and unplanned downtime percentages, Company would perform the following calculation:

- *Total number of minutes Customer's Subscription had unplanned downtime: (20 minutes)*
- *Total number of minutes Customer's Subscription had been launched: (43,200 minutes)*
- *Divide the total number of minutes of unplanned downtime (20) by the total number of minutes the Subscription was launched (43,200), which equals 0.00046 (20 / 43,200 = 0.046).*
  - *The unplanned downtime percentage = 0.046%*
- *The Availability percentage for this Subscription would be: 100% minus 0.046% = 99.95%.*

5.3.2. **Unplanned Downtime (UD) -** Time in minutes the Service(s) are unavailable (except for any exclusions defined in Sections 5.3.6, 5.5 and 5.6. Unplanned Downtime is calculated on a cumulative basis for the Applicable Monthly Period.

5.3.2.1. *For example*: Four (4) unplanned downtime periods of five (5) minutes each will be cumulated to twenty (20) minutes for the Applicable Monthly Period.

5.3.3. **Unplanned Downtime Calculation -** Unplanned downtime is calculated from the point when either Company monitoring systems alert or Customer informs Company that the Launched Service is unavailable to the point when the Availability has been restored.

5.3.4. **Launched Time (T) -** The number of minutes in the Applicable Monthly Period after a Service was Launched and before the Service was decommissioned, or Subscription was terminated.

5.3.5. **Method of Measurement –** Company checks the Service(s) once per minute following the Launch of the Service(s), for which each "check" will be recorded as one (1) minute of Downtime and as a result, the Service(s) will be measured as unavailable. For the avoidance of doubt, such "checks" shall not count towards Customer's Consumption Metric limit, as defined in the Agreement and/or Order(s).

5.3.6. **Exclusions of unplanned downtime -** All components of unplanned downtime defined below in this Section 5.3.6 are excluded from the calculation of Availability for the Subscription.

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5.3.6.1. <u>Custom code and configuration</u> – Unplanned downtime does not include lack of Availability caused by customization of the Service(s) by Customer, its Affiliates, Authorized User(s), and/or its Authorized Designee.

5.3.6.2. <u>Emergency Downtime</u> – Unplanned downtime does not include Emergency Downtime of the Service(s). See Section 5.6 for details.

5.3.6.3. <u>Lack of assistance</u> – Unplanned Downtime does not include time during which Company requires Customer's or Authorized User's assistance and Customer or Authorized User(s) is either not available or not able to assist Company in solving the Incident(s) or Problem(s).

5.3.6.4. <u>Company software patches not applied</u> – Unplanned downtime does not include lack of Availability caused by Customer's failure to apply Company software patches which were released by Company for the Service(s).

5.3.6.5. <u>Scheduled Downtime</u> – Unplanned Downtime does not include Scheduled Downtime of the Service(s). See Section 5.5 for details.

5.3.6.6. <u>Third-Party Products, Third-Party Providers, and other third-party services</u> – Unplanned downtime does not include lack of Availability caused by Third-Party Products, Third-Party Providers and other third-party services, except for third-party products and services provided by Company defined in Section 3.1.

5.3.6.7. <u>Solution Components</u> – Unplanned downtime does not include lack of Availability caused by non-compliance with Company software or third-party products and services per Company's Nuget Feed found at https://nuget.optimizely.com/.

5.4. **Service(s) Monitoring -** From and including the Launch of the Service(s), Company monitors the Availability of all Service(s) supported under this SLA, twenty-four (24) hours per day, except for during any Scheduled Downtime as outlined in Section 5.5 below. If the Service(s) are unavailable, an alert will be sent to the Service Desk and shall be addressed between the Parties in accordance with this SLA.

5.5. **Scheduled Downtime -** Downtime classified as Scheduled Downtime of the Service(s) is subtracted from Customer's defined Availability percentage stated in the Agreement and/or Order(s) of the Service(s) and is defined below:

5.5.1. **Company product patches –** Product patches for Company Service(s) are applied based on a schedule that is set by Customer and/or its Authorized Designee for Company Service(s)

5.5.2. **Planned maintenance –** For larger maintenance work affecting the Service(s), Company will announce the Scheduled Downtime at least ten (10) Business Days in advance. Company strives to perform planned maintenance outside of normal business hours for the Region where such maintenance is planned to take place.

5.5.3. **Service deployments –** Deployments requested by Customer or its Authorized Designee may cause the Service(s) to be unavailable for a brief period.

5.5.4. **Change requests –** Changes to the Service(s) requested by Customer, which require downtime of the Service(s).

5.5.5. **Manual web app restarts –** Restarts [triggered|initiated] manually from the PaaS portal.

5.5.6. **Manual cache purging –** Cache purging [triggered|initiated] manually from the PaaS portal.

5.6. **Emergency Downtime -** In case of an emergency, Company claims the right to schedule downtime without notice (Company strives to provide notice if deemed possible). An emergency is an extraordinary occurrence where Company is forced to shut down the Service or degrade performance of the Service due to the unacceptable use of the Service. Downtime classified as Emergency Downtime is subtracted from the agreed Availability of the Subscription.

5.7. **Notifications -** Announcements of Scheduled Downtime, Emergency Downtime, and general Incidents which may affect the Service(s) are made on the Company's Status Page, *found here*: https://status.episerver.com. Customer may subscribe to information published on Company's Status Page. Notifications can be made available over email or SMS, among other options. Customer may request copies of log files that show Customer's use and consumption of Services, as well as other statistics that fees are based on. Log files are saved by Company for no less than sixty (60) days after the issue date of the invoice. For the avoidance of doubt, Customer must subscribe to the Company Status Page in order to receive such notifications.

5.7.1. **Customer specific notifications -** Notifications related to Customer's specific solution can be made available over phone, email or SMS. Notifications are communicated to Customer technical contact defined in onboarding process form unless otherwise agreed in writing.

6. Service Credit(s) and Compensation

6.1. Company will make every reasonable effort to ensure Customer is provided the maximum Availability of the Service(s), as defined in the Agreement and/or Order(s). If Availability falls below the contracted SLA in any given month during the Initial Subscription Term or Renewal Subscription Term**,** Customer may submit a claim to Company requesting a Service Credit for the affected Service(s). For clarification, *Company is not responsible for any lacking Availability that is caused as a result of any customizations of the Service(s) made by Customer, or other excluded downtime in accordance with Sections 5.3.6, 5.5 and 5.6 herein*

6.2. **Service Credit Calculation –** Each Service Credit shall correspond to ten percent (10%) of the Applicable Monthly Fee(s) per each one (1) hour interval that Availability of the affected Service(s) falls below the contracted SLA level, which is calculated on a cumulative basis.

→ *For example: The total possible hours in a month consisting of thirty (30) days equals 720 hours. If the contracted SLA is 99.90% (the equivalent of 719 hours and 17 minutes out of 720 total possible hours), and the actual Availability is only 719 hours and 16 minutes, the Monthly Service(s) Fee will be reduced by 10%. The Service Credit is limited to the actual month in which the contracted Availability level has fallen short. For the avoidance of doubt, based on a service level period of 720 hours, an SLA level of 99.90% would be calculated in accordance, and if Customer has other levels of SLA, the same mathematics shall apply*.

6.2.1. **Calculation Detail**

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Service Credit Level (percentage %)	Service Level Period (minutes)
0%	720h down to 719h17m (43 minutes downtime)
10%	719h16m to 718h17m. (60m increment)
20%	718h16m to 717h17m. (60m increment)
30%	717h16m to 716h17m. (60m increment)
40%	716h16m to 715h17m. (60m increment)
50%	715h16m to 714h17m. (60m increment)

Note: the total credit for the period can become up to 50% of the monthly fee for the affected Service(s).

6.3. **Breach of SLA -** In the event Availability falls below Customer's defined SLA by 0.20% for three (3) consecutive months during a Contract Year, Customer may terminate the Agreement and/or the Order(s) of the affected Service(s) pursuant to the termination procedure(s) set forth in the Agreement or Order(s) and receive a pro-rated refund of any prepaid, unused fees of the then-current Subscription Term, from the date of termination.

6.4. **How to claim a Service Credit -** For Customer to have the possibility to be awarded a Service Credit, Customer must contact Company and submit a claim for such Service Credit. All Service Credit claims must be submitted to support@optimizely.com. Any Service Credit claim not submitted to support@optimizely.com will not be processed by Company.

6.5. **Service Credit claim period -** Customer's claim for a Service Credit in accordance with this Section must be made within thirty (30) days following the end of the period for which the reduction is sought. *For example: if the Service Credit is sought for the period of 1st July, the Customer's claim must be made to Company by 30th August.*

6.6. **Reimbursement -** Service Credits awarded by Company to Customer will be made available in the following ways:
    6.6.1. **Primary solution -** Service Credit(s) are primarily made available as a credit on the next invoice to be paid by Customer to Company.
    6.6.2. **Secondary solution -** Service Credit(s) are secondarily made available as a refund to be paid by Company to Customer. All payment details must be made available for Company at the same time as such claim is made by Customer after confirmation that Company has awarded a Service Credit has been awarded by Company to Customer.

6.7. **Production environments only -** Service Credits only apply to production Environments provided as part of the Service(s) that are used in production and shall exclude non-production Environments.

6.8. **Sole Service Credit remedy -** Service Credits awarded to Customer are adjusted to apply to the Applicable Monthly Period. Service Credit(s) are limited to the actual month in which Availability has fallen below the SLA level defined in the Agreement and/or Order(s). Service Credit(s) shall be Customer's sole remedy for interruption or delay in the Service(s) provided by Company under this SLA. For clarification, other claims made by Customer under the Agreement shall not be limited by this Section.

6.9. **Reservation -** Company reserves the right to deny any claim(s) for Service Credits if Customer has any overdue, undisputed invoices at the time such a claim is made by the Customer.

7. IT Service Continuity Management

7.1. **Data Backup-** Backup copies of data files and databases included in the Service(s) are made on a daily basis and saved by Company for thirty-five (35) days ("Backup Period"). Company is not responsible for any backup copies of data outside of the Backup Period. **–**For clarification, Company is not responsible for creating backup copies of any data that is not included in the Service(s), unless otherwise agreed in writing by the Parties.

7.2. **Data Loss or Distortion -** Company is not responsible for loss or distortion of any information or Customer Data, except for Company's responsibilities defined in Section 4.2 herein. Customer acknowledges that Customer Data loss is dependent upon how vulnerable an application is from a coding perspective. Because Company provides the base layer of the Service(s) and is not responsible for Customer's implementation that is provided by a third party, the scope of control and responsibility Company has pertaining to Customer Data loss is limited. However, backup files are replicated to a secondary region in an asynchronized process. If the database and data files are stored in Microsoft Azure, the recovery point objective is up to one (1) hour.

7.3. **Uploaded Files –** Files uploaded to the applicable Software Service(s) are not backed up as a part of this process. The storage service used to store binary large objects ("BLOB Storage"). The underlying Blob Storage is disaster resilient as it is replicated both within the primary data center and to a geo-redundant location.
    7.3.1. **File Deletion –** Due to the nature of the Digital Experience Cloud (DXC) and/or Customer Centric Digital Experience Platform (CCDXP) Software Service(s), if a file is deleted from the primary Blob Storage (whether intentionally or unintentionally), the file will be deleted in near real time from the replicated locations also.
    7.3.2. **Deleted File Restoration –** The only way to restore a deleted file is to restore it from the Content Management System's (CMS) internal recycle bin if the CMS has been correctly configured by Customer or Customer's Authorized Designee. This does not apply to B2B Commerce Services.

7.4. **Disaster Recovery -** In the event of an outage of the Service(s) within a data center, Customer shall submit a Service Request to open a ticket with the Service Desk to restore the Service(s), and based on such Service Request, Company will work to restore the Service(s), starting with restoration within the primary data center, and if the primary data center is permanently unavailable, Company will utilize the paired data center. All Service(s) will be restored to the most recent backup, where applicable.

7.5. **Recovery Point Objective ("RPO")**
    7.5.1. **DXC and/or CCDXP Software Service(s) -** Ten (10) minutes for content.
    7.5.2. **All other Company Services -** Twenty-four (24) hours.

7.6. **Recovery Time Objective ("RTO") -** See Section 9 for Service Level Objectives.

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8. Service Desk & Support Level Details

8.1. **Service Desk Contact Details**:

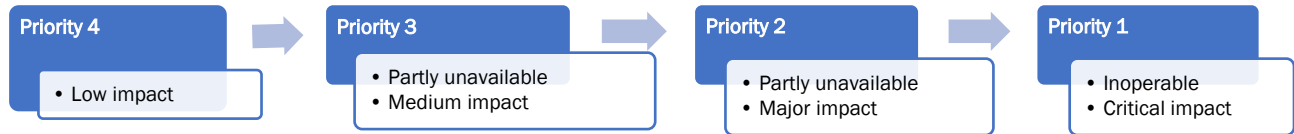| Service Desk Contact Information	
Electronic / Online	**Phone**
Email: support@optimizely.com **Web:** https://support.optimizely.com/	**AUS:** +61 (0)2 9248 7215 **DACH:** +49 30 76 80 780 **SWE:** +46 (0)8 555 827 50 **UK:** +44 (0)800 066 4784 (Toll free) **US:** +1 877 383 0885 (Toll free)

8.2. **Support Level Details** – Company offers three (3) levels of support which are described below. For clarification, Customer's support level for the Service(s) may be defined in the Agreement and/or Order(s), as applicable.

Support Level	Support Hours of Operation	How to Contact Company	Applicable Region Zone	Incident & Problem Handling	Service Request
Standard Support	24/7/365	→ Web → Email → Phone	Time zone in the Region where Customer's Service is hosted *(Weekends and holidays are excluded)*	If initial target response time falls within the applicable support hours, target resolution time applies per Sections 9.2 and 9.3 If initial target response time falls outside of agreed support hours, target resolution is postponed until upcoming Business Days. This does not apply to P1 Incidents and Problems. They will always be handled 24/7/365.	12/5 Business Days *(8am to 8pm CET/EST/AEDT)*
Enhanced Support	24/7/365	→ Web → Email → Phone	The time zone in region where Master Application is hosted applies. Weekends and holidays are excluded from support.	If initial target response time falls within the agreed support hours, target resolution time applies per Sections 9.2 and 9.3. If initial target response time falls outside of agreed support hours, target resolution is postponed until upcoming Business Days. This does not apply to P1 Incidents and Problems. They will always be handled 24/7/365.	12/5 Business Days *(8am to 8pm CET/EST/AEDT)*
Premium Support	24/7/365	→ Web → Email → Phone	All Regions (including weekends and holidays)	Per Sections 9.2 and 9.3	24/7/365 • Target initial response time: within 6 hours • Target resolution time: within 12 hours • RFO: N/A

Note: Security Incidents are handled 24/7/365 regardless of Customer's contracted support level.

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9. Service Level Objectives (SLOs)

9.1. Company's Service Desk works with Service Level Objectives. These SLOs define Company objective targets and based on industry standards and best practices.

9.2. **Incident Management -** When an Incident is reported to the Service Desk, it is always categorized and prioritized ("Incident Management"). The Service Desk uses the following four (4) levels of prioritization

- When reporting an Incident, Customer or its Authorized Designee will have the option to categorize the Incident as P1, P2, P3, or P4 (as further described below), however, Company reserves the right to re-categorize such Incident as appropriate if Customer and/or its Authorized Designee's initial categorization is inconsistent with industry standards.

Priority 4	Priority 3	Priority 2	Priority 1
• Low impact	• Partly unavailable • Medium impact	• Partly unavailable • Major impact	• Inoperable • Critical impact

9.2.1 **Priority 1 Incident (P1)** –

Priority 1 Incident (P1)				
Description	**Target Initial Response Time**	**Target Resolution Time**	**Reason for Outage Time**	**Customer Requirements**
Critical production issue that severely impacts Customer's use of the Service and/or halts Customer's business operations and no procedural workaround exists: • Service is inoperable, • Security Incident that requires site blockage or stoppage to contain a potential or suspected threat	Within 30 minutes	Within 2 hours	Within 5 Business Days	Customer and/or its Authorized Designee must have dedicated resources available to work on the issue on an ongoing basis with Company.

Note: RFO Report will only be supplied (upon request) if the defined SLA level is expected to be breached or has already been breached.

9.2.2. **Priority 2 Incident (P2)** –

Priority 2 Incident (P2)				
Description	**Target Initial Response Time**	**Target Resolution Time**	**Reason for Outage Time**	**Customer Requirements**
Major functionality of the Service is severely impaired and/or significant performance degradation is experienced, and no reasonable workaround exists: • High impact to business operations, • Service can continue in a restricted fashion, although long-term productivity might be adversely affected, • Important features of the Service(s) are unavailable; however, business operations can continue in a restricted fashion, • A major milestone is at risk: o Ongoing and incremental installations are affected.	Within 1 hour	Within 4 hours	Not available	Not applicable

9.2.3. **Priority 3 Incident (P3)** –

Priority 3 Incident (P3)

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Description	Target Initial Response Time	Target Resolution Time	Reason for Outage Time	Customer Requirements
Partial, non-critical loss of functionality of the Service(s), and a short-term workaround is available, but is not scalable: - Impaired operations of some components of the Service(s); however, Customer and/or its Authorized Users can continue using the Service(s), - Initial installation milestones are at minimal risk, - Partial, non-critical loss of use of the Service(s) with a medium-to-low impact on business operations; and business operations can continue to function.	Within 4 hours	By the next Business Day	Not available	Not applicable

9.2.4.   **Priority 4 Incident (P4) –**

Priority 4 Incident (P4)				
Description	**Target Initial Response Time**	**Target Resolution Time**	**Reason for Outage Time**	**Customer Requirements**
General technical inquiries about the Service. Cosmetic issues, including errors in the documentation: - Customer Inquiry regarding a routine technical issue - information requested on application capabilities, navigation, installation or configuration - bug affecting a small number of users	Within 24 hours	Within 5 Business Days	Not available	Not applicable

9.3.   **Problem Management -** If recurring Incidents indicate a Problem and the Problem is related to the Service provided by Company, the Service Desk will engage in Problem management to find the root cause ("Problem Management"). In case the root cause is unknown, the Service Desk will work together with Customer and/or its Authorized Designee to find the root cause. The severity and urgency levels are connected to its counterparts in Incident Management described above.

9.4.   **Service Request -** Customer has Service questions or has an operational request (e.g. password reset or new deployment).

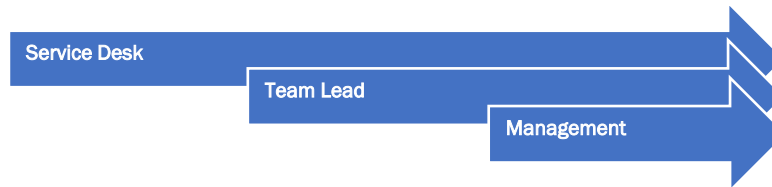| Support Hours of Operation	Target Initial Response Time	Target Resolution Time	Reason for Outage (RFO) Time
Business Days	By the next Business Day	Within 2 Business Days or as otherwise agreed by the Parties	Not available

10. Security

10.1.   **Security Incidents -** Security Incidents are prioritized in accordance with the CISA National Cyber Incident Scoring System, found here (https://www.us-cert.gov/nccic-cyber-incident-scoring-system).

10.2.   **Company SIRT team - Security Incidents are handled by Company's Security Incident Response Team (SIRT). The SIRT works closely with vendor security teams and can also work closely with Customer's security team if required.**

10.3.   **Security Incident process -** If in the event that Company becomes aware of a Security Incident related to the Software Services provided to or affecting Customer, Company will contact Customer's designated security contact by e-mail or telephone as soon as commercially reasonable, and in no case more than twenty-four (24) hours after becoming aware. Company will include information regarding the scope of the Incident, timeframe, relevant information regarding the means with which it occurred, and remediation steps taken. If Customer's designated security contact or technical contact determines any Security Incident to be of sufficient severity, the designated security contact may terminate access to the affected systems (or request that Company terminate access if applicable) until the underlying cause of the Incident is resolved to the satisfaction of Customer.

10.4.   **Security Vulnerabilities –** Security Vulnerabilities are handled per Company Security Vulnerability process.
　　10.4.1.   **Security Vulnerability process -** Company will notify the designated security contact or technical that Customer has provided to Company, of newly discovered Security Vulnerabilities within any products or services supplied by Company as

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part of this Agreement within a commercially reasonable time, and in no case more than twenty-four (24) hours following Company becoming aware of them. This notification will be done via email communication which will include the details of the possible risk and an action plan for resolution of the vulnerability, as described below, if not already resolved. In the event of a critical Security Vulnerability determined to be directly applicable to Customer's use of the contracted product(s) or Service(s), Company will contact Customer's designated security contact or technical contact that Customer has provided to Company, by e-mail or telephone. Telephone notification does not supersede or relieve Company from the obligation to provide the detailed e-mail notification described above. If security issues are discovered or reasonably suspected by Customer, Company shall assist Customer in performing an investigation to determine the nature of the issue. In the event that said investigation determines that an actual Security Vulnerability exists, Company will develop an action plan for resolving the vulnerability as described below. Company will provide to Customer an action plan for resolution of Security Vulnerabilities. Each action plan should include the following information:

10.4.1.1   Problem statement(s), including early evaluation of possible resolution, and
10.4.1.2   *Confirmation, when possible, that Company can reproduce the problem, and*
10.4.1.3   *Problem status, and*
10.4.1.4   *Actions required for resolution, and*
10.4.1.5   *Who needs to perform the actions (where "who" may refer to Company, Customer, third parties, etc.), and*
10.4.1.6   *Projected date for resolution.*

11. Escalation Process

11.1.   Company uses a standardized escalation procedure, as shown below. Company shall have an objective that all Incidents and/or Problems are handled by Company support operations but shall make further escalation available. Escalation is always based on Customer's perception of the state of Customer's Service(s). All escalations must follow Company Service(s) standard operating procedures.

11.2.   **Escalation Contacts –**

Escalation Contact Information			
Team Lead		**Management**	
Email	MSTeamLead@optimizely.com	Email	MSManagement@optimizely.com
Phone	**AUS:** +61 (0)2 8014 8484 **DACH:** +49 30 76 80 780 **SWE:** +46 (0)8 555 827 50 **UK:** +44 (0)800 066 4784 (Toll free) **US:** +1 323 988 1071 (Toll free)	Phone	**AUS:** +61 (0)2 9248 7215 **DACH:** +49 30 76 80 780 **SWE:** +46 (0)8 555 827 50 **UK:** +44 (0)800 066 4784 (Toll free) **US:** +1 323 988 1071 (Toll free)

12. Customer Transition Assistance Service

12.1.   Exit **Transition Assistance -** Upon expiration or termination of the Agreement, provided that Customer has paid any outstanding and remaining fees due to Company as a result of such termination or expiration of the Agreement and/or Order(s) pursuant to the termination terms and conditions set forth in the Agreement, Customer may request assistance from Company to move off of the terminated Software Service(s). Upon such request, Company shall reasonably assist Customer with the transfer of Customer owned data to either (i) another service provider of Customer's choice, (ii) to Customer, or (iii) to an Authorized Designee nominated by Customer. Prior to the enactment of Transition Assistance, the Parties shall agree, in writing on a formal plan of the Transition Assistance that will be provided by Company ("Transition Plan"). For clarification, additional fees may be incurred by Customer for Exit Transition Assistance, as described below.

12.1.1.   **Description of Exit Transition Assistance –**

Exit Transition Assistance Provided by Company		
Exit Transition Assistance Type	**Description**	**Additional Fees**
Usage/storage details	Provide information to Customer detailing Customer's current usage and storage allocation to enable discussions with potential alternative vendor.	Subject to Section 12.2 below.
Potential vendor required information	Discuss with Customer the information required by Customer's potential alternative vendor required to perform a technical	Subject to Section 12.2 below.

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	verification and other due diligence exercise in relation to the provision of the Service(s).	
Technical problems during transfer	assistance from the Service Desk as may be reasonably necessary to resolve technical problems during the transfer of Customer Data.	Subject to Section 12.2 below.
Attendance relevant resources	Ensuring the attendance of relevant personnel at meetings as may reasonably be required.	Subject to Section 12.2 below.
Data export format	Company will provide data export as-is, and data will be exported in the same format as it has been used within the Company Service(s); and in an industry standard format.	Not applicable
FTP storage location	Company will primarily provide FTP storage location to act as the download location for Customer, to access and download Customer Data.	Not applicable

12.2. Exit **Transition Assistance Fees –** Any applicable fees due to Company for Exit Transition Assistance shall be based on Company's then-current rates. The Transition Plan and Transition Assistance fee(s) shall be formalized in a separate agreement and/or statement of work executed by the Parties. and

12.2.1. Obligation – Company is not obliged to provide Exit Transition Assistance if the Agreement has been terminated due to Customer's breach of the Agreement.

12.2.2. Surrounding costs – Customer shall be responsible for the cost of any packaging, shipping, insurances, media or network services related to the transfer of any items from Company to Customer as part of Transition Assistance.

12.2.3. Other fees – Customer shall continue to pay Company for all fees incurred in relation to the on-going provision of the Service(s) through the date of expiration or termination of the Agreement and/or Order(s); provided, however, that such payment shall not affect any other rights and remedies the Company may have under the Agreement.

13. Service Lifecycles

13.1. Company may discontinue products and/or Service(s) from time to time. Such products and/or Service(s) can be found here: https://world.optimizely.com/service-and-product-lifecycles/discontinued

13.2. **General Support –** Company provides general product support for eligible customers and partners, as well as operational support for solutions within the cloud-based Company Service(s) and other solutions provided by Company.

13.3. **Assistance Support –** Company provides assistance support for products and Service(s) that are End of Service Life (EoSL). Even if Customer's Service(s) includes a product or Service that is EoSL, Company will still honor assistance support for requests that fall outside of EoSL and Extended Security Upgrades (ESU).

13.4. **Application Support –** Company does not provide application support for products or Service(s) that are EoSL. These are defined with a sunset date as described in Section 13.1 above Company may provide ESU for an additional fee(s) for a period of three (3) years past the defined sunset date. ESU must be purchased in a separate Order(s) executed by both Parties, and fees shall be based on Company's then-current rates.

13.5. **"End of Sale" or ("EoS")** means the date for which is the last day a product and/or Service is available for Customer to purchase and will no longer be for sale upon the conclusion of such date; however, if applicable, Company shall provide general support for a period of time following the End of Sale date for the affected product(s) and/or Service(s). EoS may be defined by the product SKU to ensure clarity on exactly which product has becomes EoS.

13.6. **"End of Service Life" or ("EoSL")** means the date that a product or a Service(s)version is no longer serviced via upgrades, patches, or overall maintenance. If Customer's solution is running a software product or Software Service(s) and Customer has not purchased Extended Security Updates, the solution will no longer receive any types of updates, patches or overall maintenance, including security updates. Any products or Service(s) that are defined as EoSL are also considered to be EoS.

13.7. **"Extended Security Update" or ("ESU")** means that Company can include security updates for critical and important issues as agreed by Company for a maximum of three (3) years after EoSL has been defined a product(s) or Software Service(s). ESU is subject to additional fee(s) which must be defined in a separate Order executed by both Parties. If Customer's solution is running products or Software Service(s) and Customer has not purchased ESU, the solution will no longer receive security updates.