

This Supplement applies to the purchase of Optimizely's Campaign Software Service ("**Campaign**").

1. **DEFINITIONS** (*applicable to this Supplement only*)

- 1.1. "**Optimizely campaign**", "**Campaign Service**" or "**Campaign**" means the Optimizely's software-as-a service enabling Customer to send advertising, newsletters or other information in electronic form to their contacts and to evaluate statistics of those sent communications.
- 1.2. "**Campaign SMS**" or "**SMS**" means the Campaign Service that allows Customer to send advertising or other information via short text messages (SMS) by mobile phone. Depending on message's destination country, a registered short code or long code may be required.
- 1.3. "**Campaign Push Messages**" or "**Push Messages**" or "**Push Service**" means the Campaign Service that allows Customer to send advertising or other information to users of Customer's website or app via web or app push notifications.
- 1.4. Campaign "**WhatsApp**" or "**WhatsApp**" means the Campaign Service that allows Customer to send advertising or other information to their users via WhatsApp messenger.
- 1.5. "**Campaign RCS**" means the Campaign Service that allows Customer to send advertising or other information via rich communication service ("**RCS**"), which is a new messaging protocol that enhances standard SMS and MMS.
- 1.6. "**Integrations**" means the third-party integrations utilized within Campaign by Customer.
- 1.7. "**Professional Services**" means any professional service performed by Optimizely at Customer's request in connection with Campaign, including setup, configuration and / or programming services.
- 1.8. "**SDK**" means a software development kit.
- 1.9. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

2. **CAMPAIGN PUSH MESSAGES**

- 2.1. Campaign Push is more fully described in the relevant Documentation.
- 2.2. Customer must subscribe to Campaign Push service in order to utilize the Campaign Service.
- 2.3. Campaign Push utilizes Firebase Cloud Messaging. Additional information on Firebase Cloud Messaging is available at <https://firebase.google.com/docs/cloud-messaging>. Customer must accept Firebase Cloud Messaging terms of service to utilize Firebase Cloud Messaging within Optimizely Campaign. Optimizely's responsibility vis-à-vis Firebase Cloud Messaging is limited to the transfer of Customer's Push messages to Firebase Cloud Messaging.
- 2.4. To utilize the Push Service, Customer must have, and manage, a mobile application for Firebase Cloud Messaging ("**Customer App**").
- 2.5. An Optimizely SDK is available for integration to in Customer App, which facilitates the importation of necessary tokens into the Customer App, which may be necessary for the Push functionality to the Firebase Cloud Messaging. Customer will provide Optimizely with the Firebase Cloud Messaging key, so as to enable Optimizely to dispatch the Push messages to Firebase Cloud Messaging.
- 2.6. Customer must ensure that it complies with the Firebase Cloud Messaging terms of use, and related policies (including Firebase Cloud Messaging acceptable use). It is Customer's responsibility to ensure that it complies with all applicable laws in relation to the transmission of Push Messages, including consumer protection laws, telecommunications laws, privacy laws and other applicable laws, including (without further limitation) 'opt in' and or 'opt-out' laws.
- 2.7. Optimizely's role vis-à-vis the Customer in the context of the data of Customer's customers ("**Customer's Customers**" and "**Customer's Customers Data**") is as a subprocessor of Customer, and Customer's role vis-à-vis Customer's Customers with respect to Customer's Customer Data is as a processor and /or joint-Controller.
- 2.8. Optimizely facilitates Customer's customer opt-out and opt-in as described in the Documentation for Campaign.
- 2.9. Customer must ensure that its Customer App complies with all applicable laws.
- 2.10. Push Message functionality is subject to the functionality of Firebase Cloud Messaging.
- 2.11. The Push Service remains subject in all respects to the availability of Firebase Cloud Messaging.
- 2.12. Upon cancellation or other termination of the Push Service, Customer will delete any installed Optimizely SDK from its Customer App, and to otherwise update its Customer App as is appropriate and necessary to accommodate the end of the Push Service.

3. **CAMPAIGN SMS**

- 3.1. Campaign SMS is further described in the relevant Documentation.
- 3.2. Customer must subscribe to the Campaign SMS Service in order to utilize this Campaign Service.
- 3.3. Campaign SMS uses direct routes to network operators. Customer can only use alphanumeric codes or short code selections and standard numbers. Customer acknowledges that short code selections or standard numbers can be assigned by the network operator or similar third party and it will be subject to the terms and conditions of such third parties. Upon Customer's request, and provided the desired number is available, Optimizely may apply for the assignment of short code selections or standard numbers on the Customer's behalf.
- 3.4. Customer shall perform a dispatch test prior to commencing to use of Campaign SMS and immediately after any modifications to the system settings.
- 3.5. Customer must ensure that it complies with all applicable laws in relation to the utilisation of the Campaign SMS, including consumer protection laws, telecommunications laws, privacy laws and other applicable laws, including (without further limitation) 'opt in' and/or 'opt-out' laws.

4. CAMPAIGN WHATSAPP

- 4.1. Campaign WhatsApp is further described in the relevant Documentation.
- 4.2. Customer must subscribe to Optimizely Campaign WhatsApp in order to utilize this Campaign Service.
- 4.3. A prerequisite to utilize Campaign WhatsApp is that Customer has a business account with Meta.
- 4.4. Customer must ensure that it complies with the applicable Meta Platforms, Inc. terms of use, and related policies (including acceptable use). It is Customer's responsibility to ensure that it complies with all applicable laws in relation to the transmission of Campaign WhatsApp messages, including consumer protection laws, telecommunications laws, privacy laws and other applicable laws, including (without further limitation) 'opt in' and /r 'opt-out' laws.

5. CAMPAIGN RCS

- 5.1. Campaign RCS is further described in the relevant Documentation.
- 5.2. Customer must subscribe to the Campaign RCS Service in order to utilize this Campaign Service.
- 5.3. Campaign RCS uses direct routes to network operators. Customer must utilize RCS agent configurations for brand representation, including verified sender information and brand logo. Customer acknowledges that RCS message delivery depends on carrier RCS support and network infrastructure, and messages may fall back to SMS if RCS capabilities are unavailable. Customer shall perform a dispatch test prior to commencing to use of Campaign RCS and immediately after any modifications to the system settings.
- 5.4. Customer must ensure that it complies with all applicable laws in relation to the utilisation of the Campaign RCS, including consumer protection laws, telecommunications laws, privacy laws and other applicable laws, including (without further limitation) 'opt in' and/or 'opt-out' laws.

6. THIRD PARTY INTEGRATIONS

- 6.1. Optimizely's [Third-Party Add-Ons and Third-Party Platform Integration Terms](#) apply to Customer's Third-Party integrations utilized by Customer in its Use of Campaign Service.

7. SOFTWARE DEVELOPMENT KITS

- 7.1. Optimizely's [API & SDK Terms](#) apply to Customer's utilization of Optimizely's SDKs.

8. FEES

- 8.1. Fees are detailed in the applicable Order. Payment terms are set out in the Software Services Agreement. The Usage Metrics for Campaigns are detailed in the Order. In the absence of applicable Usage Metrics being detailed in the Order, Fees are based on the number of active users within the applicable invoicing period. The Documentation describes what constitutes active and inactive users.
- 8.2. Optimizely's ability to render its services, particularly the dispatch of short-text messages (SMS), WhatsApp and RCS, is dependent on the cooperation and pricing policies of external network providers. As such, the agreed pricing under this contract may be subject to changes beyond the full control of Optimizely. The Parties therefore agree that Optimizely is authorized to adjust the prices stated in this contract accordingly. Optimizely shall notify the Customer in writing of any such price adjustments by providing an updated price list. In the event of a price increase, the Customer's approval shall be required. Such approval shall be deemed to have been granted unless the Customer terminates the SMS service module in writing within one (1) month of receiving the price change notification. Optimizely agrees to expressly inform the Customer, in the change notification, of the consequences of failing to terminate the SMS service module within the specified period.

9. SERVICE LEVEL AGREEMENT

- 9.1. Optimizely's Service Level Agreement is amended as follows: the technical availability of Campaigns is 99.8%.

10. SERVICES

- 10.1. Where any professional services are provided by Optimizely to the Customer in relation to the set-up, configuration and /or implementation of any Campaign Service, Optimizely's [Professional Services Supplement](#) applies to those professional services.

11. CUSTOMER ACCEPTABLE USE POLICY

- 11.1. Optimizely's [Customer Acceptable Use Policy](#) applies to the Campaign Service.