



Appendix: Experimentation Service Level Agreement

This Appendix is entered into between Customer and Company as part of the Agreement or Order signed between the Parties, hereafter “Agreement”. The Experimentation Service Level Agreement is to be considered as an integral part of the Agreement. Terms capitalized terms defined in the Agreement, shall apply herein. The terms of this Appendix shall only apply to the Experimentation Service(s).

1. SERVICE LEVEL AGREEMENT.

1.1. **Availability.** During the Subscription Term, the “Availability” of the Optimizely Service is based on these requirements:

| Availability Requirement | Target Availability Percentage |
|--|--------------------------------|
| <u>Uptime:</u> The web interface at app.optimizely.com is loaded within 10 seconds, as measured by Optimizely using third-party tools (currently reported at status.optimizely.com). | 99.9% |
| <u>Load Time:</u> The Load Time for the reference of snippet, as measured by Optimizely using third-party tools, (currently at status.optimizely.com), does not exceed 500ms. The reference snippet is the standard snippet (a piece of Optimizely Code) hosted by Optimizely for measurement. | 99.9% |

| | |
|---------------------------|---|
| “Availability Percentage” | $\frac{(Total\ Minutes - Downtime)}{Total\ Minutes} = Availability\ Percentage$ <p>The Total Minutes minus Downtime and divided by Total Minutes.</p> |
| “Total Minutes” | The total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July). |
| “Downtime” | The minutes during the Calendar Month when the Optimizely Service is not Available to the Customer, minus Excluded Minutes (if any). |
| “Excluded Minutes” | The minutes during the Calendar Month when the Optimizely Service is not Available to the Customer due to one or more of the exclusions |

1.2. **Service Credits.** If during any full Calendar Month of the Subscription Term, the Availability Percentage is lower than the Target Availability Percentage, and the Customer notifies Optimizely in writing (to its customer support team) about the Downtime within 30 days of its occurrence, Optimizely will provide Customer with a credit for any verified Downtime (the “Service Credit”) as set out below:

| | | | |
|---------------------------------|---|--------------------|--------------------|
| Availability Percentage: | 99.50% to 99.8% | 90.0% to 94.9% | 89.9% and below |
| Service Credit: | 10% of Monthly Fee | 15% of Monthly Fee | 25% of Monthly Fee |
| Monthly Fee | The subscription fee paid by Customer for the affected Optimizely Service during the applicable Calendar Month of the Availability failure, excluding fees for consulting, support, and similar services. | | |

If Customer is current on its payment obligations, then Optimizely will apply Service Credits to Customer’s next invoice. If Customer is not current on its payment obligations, then Optimizely will apply Service Credits after Customer is fully paid up. If Customer will not receive a future invoice because their Subscription Term will not renew, Optimizely will extend Customer’s then-current Subscription Term for a period of time corresponding to the amount of the credit (e.g. 10% Service Credit equals 10% Calendar Month extension). Service Credits constitute liquidated damages and not a penalty. Service Credits are Customer’s sole and exclusive remedy (and Optimizely’s sole liability) for Optimizely Service Availability failures. Simultaneous Availability events (e/g/ simultaneous Uptime and Load Time failures) do not accrue duplicate Service Credits. In no event will Service Credits in any Calendar Month exceed 25% of the total Monthly Fees for that Calendar Month.

2. EXCLUDED MINUTES.

2.1. **Scheduled Downtime.** From time to time, Optimizely will conduct planned maintenance, including for quality improvements and to release new functionality, during which the Optimizely Service will be down (and inaccessible) on a posted schedule (“**Scheduled Downtime**”). Optimizely will use commercially reasonable efforts to have Scheduled Downtime from 18:00 to 03:00 U.S. Pacific Time.



- 2.2. **Other Exclusions.** Optimizely's SLA does not cover not having Availability due to: **(i)** Customer's equipment, software, network connections, infrastructure, and other systems; **(ii)** use of the Optimizely Service in a manner inconsistent with the Documentation; **(iii)** modifications to the Optimizely Service by any party other than Optimizely; **(iv)** third-party systems, acts, or omissions (including Third- Party Products, Third-Party Content and errors in third-party measurement tools); or **(v)** general internet problems, force majeure events (as described in the Agreement), or other factors outside of Optimizely's reasonable control
3. **TERMINATION.** If the Availability Percentage is less than 99.9% for each of three (3) consecutive Calendar Months, or the Availability of the Optimizely Service is less than ninety percent (90%) in a single Calendar Month (each an "**SLA Failure**"), then Customer has the right to terminate this Agreement for cause, in which case Optimizely will refund to Customer any prepaid fees for the remainder of its Subscription Term after the effective date of termination. For clarity, no Service Credits will be paid to Customer if it terminates the Agreement due to an SLA Failure.