

Terms of Use for Software Integration

Optimizely Campaign enables the Customer to send advertisements, newsletters and other information in electronic form (e-mail, E- Postbrief (E-letter), fax, SMS etc.) to their contacts (contractors, prospective customers etc.) and to evaluate the delivery thereof on the basis of statistics. In addition to Campaign, Optimizely also offers so-called software integrations. Software integrations allow other software products (e.g. shop software and CRM systems, hereinafter referred to as "Third Party Software") to be linked using Campaign. The Customer uses Campaign and would like to make use of these additional software integrations.

1. Subject of Contract

1.1. The subject of these Terms of Use is the temporary provision of software integrations from Optimizely to the Customer upon payment of the agreed fee.

1.2. The provision and use of the software integrations shall be based on the contract prepared by Optimizely and these Terms of Use for Software Integration. The Optimizely Master Services Agreement and any Optimizely ordering document(s) for Campaign as applicable, shall also apply to the use of Campaign via the software integrations. These Terms of Use apply as additional provisions.

2. Services, provision of the software integration, technical requirements

2.1. Software integrations can link Campaign with other software (e.g. software or CRM systems). The scope of the features provided within the software integrations (e.g. management of recipient data, export data from third-party software) differs depending on the linked third party software. The nature and scope of the respective software integration services are defined in the order prepared by Optimizely or attached to the order in a service level description. The service level description for the software integrations selected by the Customer shall become an integral part of the Contract.

2.2. The software integrations are provided to the Customer through an individual download link specified by Optimizely. The Customer shall perform the installation on its server environment and this service is not included in the Contract, unless it is stipulated in the documentation under "Installation and Configuration" or in the order, that Optimizely is required to provide individual setup services for the software integrations or Campaign connection. The Customer shall be provided with instructions for installation in the documentation, e.g. under "Installation and Configuration".

2.3. The installation and use of the software integrations is only possible if certain technical requirements are met, such as server system requirements or requirements for specific versions of third-party software to be linked to the software integration using Campaign. The technical requirements are defined in the software integration documentation, e.g. under "Technical Requirements", "System" or "Supported Versions"

3. Rights of use

3.1. The software integrations are copyrighted. Optimizely reserves all rights, provided that the Customer has not been granted any explicit rights to the software integrations in this Agreement.

3.2. Optimizely transfers to the Customer the non-exclusive, non-transferable right to use the software integrations and associated user documentation for its own commercial activities for the duration of the contractual term.

3.3. The right of use entitles the Customer to use the software integrations for linking third-party software used by the Customer via Campaign. The Customer has the right to copy the software integrations if such reproduction is necessary for the contractually

intended use of the software integrations, including debugging. The Customer is entitled to copy and re-install the software integrations when installing third-party software in a new server environment or if re-installation is required due to changes to the third-party software, whereby the software must be reliably deleted if the previously used system changes and any exchanged data media are to be passed on for professional destruction. In particular, no confidential information, such as SSH keys and access details, should fall into unauthorised hands as a result of exchanged or discarded data media. Furthermore, the Customer is not entitled to copy the software and/or the accompanying documentation.

3.4. The Customer must ensure that it does not permit any third-parties to copy the software and / or the accompanying documentation.

3.5. The Customer is entitled to prepare a machine-readable copy of the software and documentation as a backup.

3.6. The Customer is not entitled to rent, loan or temporarily transfer the software to third parties.

3.7. The Customer is not permitted to reverse-engineer the various production stages of the software or make changes to the software. This particularly applies to the reverse translation of the provided program code into other code forms (decompilation). If the Customer requires interface information to achieve interoperability with other software, the Customer is entitled to act in accordance with the preceding clause with regard to the use of the software for its own purposes if Optimizely is not prepared and in a position to provide the Customer with the required information, despite receiving a written request from the Customer. If the Customer acts in accordance with the preceding clause, the Customer or exclusively the staff of the Customer may use the information obtained in this way for internal purposes. Any other use, including disclosure to third parties, is prohibited.

3.8. If Optimizely provides new versions, updates, upgrades and other new software integration deliveries during the contractual term, the rights described in the preceding clauses shall apply accordingly.

3.9. Upon request, and if they have a legitimate interest, the Customer shall allow Optimizely or a third party appointed by Optimizely to determine whether the use of the licensed software remains within the scope of the rights granted. The Customer shall support Optimizely during the execution of such an assessment.

4. Obligation to co-operate

4.1. The Customer shall encourage the use of the software integrations by taking active and appropriate action. In particular, the Customer shall provide Optimizely with all information, data and documents required for their use in a timely manner. The cooperative activities required for the respective software integrations and information about the data and documents, to be provided by the Customer, are included in the documentation.

4.2. In case certain services cannot be provided within an agreed period due to the lack of cooperation by the Customer, the service period shall be extended accordingly.

4.3. The Customer shall take necessary measures to prevent the use of the software integrations by unauthorised individuals. This includes the secure use of passwords. The Customer shall ensure that the software integrations are not used for illegal purposes.

4.4. The Customer is responsible for creating regular backups of its data.

4.5. The Customer agrees to comply with the relevant information security measures.

4.6. Optimizely shall test the interaction of the software integrations with third-party software. Optimizely has no influence on the interaction of the software integrations with

other applications used by the Customer for the third-party software. The Customer agrees to ensure that its specific third-party software system is compatible with the software integration. This can be ensured, for instance, by checking on a test system.

5. Warranty and liability

5.1. The provisions of the Agreement apply. The following provisions also apply to the software integrations:

5.2. Optimizely is not liable if the Customer fails to fulfil its obligations to cooperate or if the software integrations are changed by the Customer or a third party without authorization and this has a substantial impact on the respective fault and the expense required to repair the fault, or if the change to the software is the cause of the fault.

5.3. Optimizely guarantees the functionality of the software integrations with the versions of the third-party software specified in the documentation. Optimizely shall not be liable for any faults or damage arising from the fact that the software does not work with other available software programs of the Customer.

5.4. If data is destroyed and/or lost, Optimizely's liability is limited to the cost of recovery which would have been required if appropriate backup copies had been created by the Customer for the recovery of the data.

6. Effects of termination

Upon termination of the Agreement, the Customer undertakes to stop using the software integrations, must remove all installed copies of the software integrations from its systems and to destroy any backup copies it has created.

Last revised: January 2024