

OPTIMIZEZY MAINTENANCE AND SERVICE SUPPORT DESCRIPTION

Optimizely offers annual Maintenance and Support (“M&S”) service to customers and partners who have purchased licenses of Optimizely software, have a valid and current contract for M&S services, and have fully paid for such M&S service. Customers and partners who contract for service-based solutions are entitled to M&S services while their service agreement is active. Services included are Perpetual Licenses, Subscription Licenses and Term Use licenses.

Maintenance is the access to the latest software updates released by Optimizely for products that have been licensed and purchased either through a partner or directly from Optimizely or service-based solutions supplied by and purchased from Optimizely. Maintenance is specific to the Product or service-based solution that has been contracted for and purchased.

Support is the process of identifying and responding to incidents reported to Optimizely by email, or phone. Support is limited to Application Support, relating to the programmatic use and operation of the Optimizely platform. Additional information can be found at <https://www.optimizely.com/support/>.

If this M&S Service Description has been included as part of an agreement with Optimizely (for example, through a Subscription Master License Agreement) and M&S has been fully paid for, these terms and conditions shall be considered an integral part of the aforementioned agreement, and shall define M&S-related activities, benefits, as well as additional terms and conditions. All other controlling terms and conditions in the agreement with Optimizely shall apply.

Eligibility for M&S service

Maintenance and Support is a paid-for service. Customers who have licensed or contracted for services with Optimizely after April 14, 2016 are entitled to M&S if their agreement is valid and current, all relevant fees have been paid, and Customer has M&S services or an Episerver service-based solution listed in an agreement and/or Order. Precedence will be given to support incidents reported by the Partner if both Partner and Customer report the same incident.

Subscription License M&S service

Should Customer purchase Subscription License(s), M&S services are included in the Subscription fees and M&S services are available to the Customer for the term of the Order and/or agreements purchasing such Subscription License(s).

On-Premises License M&S service

Should Customer purchase on-premises License(s), in order to be eligible for M&S Services, Customers must have contracted and paid for M&S from the Effective Date through the Initial Agreement Term of their agreement and/or Order, and thereafter Customer agrees that M&S will automatically renew on a Contract Year basis until notice is given by either Party. Written notice for terminating the agreement and/or Order for convenience during the Initial Agreement Term may be given by Customer, however the notice period required is six (6) months prior to the end of the Initial Agreement Term. If Customer terminates the agreement and/or Order for convenience during the Initial Agreement Term, Customer shall be responsible for payment of any outstanding and remaining fees of the Initial Agreement Term.

After the Initial Agreement Term, Customer’s subscription to M&S, subject to the rights of termination and suspension in the Customer’s agreement with Optimizely, will auto-renew for one (1) Contract year on an annual basis, with invoicing and payments for M&S, as defined in the Order(s), invoiced annually in advance (hereby “Renewal Term”). Such Renewal Term will take effect unless the Customer’s agreement and/or Order is terminated in accordance with the agreement terms. Written notice for terminating the agreement and/or Order for convenience during the Renewal Term may be given by either Party, however the notice period required is three (3) months prior to the end of the then Renewal Term. If Customer terminates the agreement and/or Order for convenience during the Renewal Term, Customer shall be responsible for payment of outstanding and remaining fees of the Renewal Term. Customers with agreements prior to April 1, 2016, or Customers who purchase or contract through a Partner will need to review their terms on Ektron or Episerver agreements to confirm their access to the M&S service. Partners and Customers can renew with Optimizely to a current form agreement at any time by contacting support@optimizely.com.

Enrollment process

Partners entitled to M&S services are enrolled as part of the partner onboarding process.

Customers entitled to M&S service can contact support@optimizely.com to establish their support contact. On initial contact, Optimizely support staff will confirm minimum requirements are met before processing the first incident.

Minimum requirements for support

These minimum requirements apply to customers, partner minimum requirements are addressed in the partner agreement and onboarding process.

- License must be owned by the contact’s organization
- A current M&S service contract needs to be in place

- The customer must appoint a primary technical contact
- The primary technical contact must complete developer training by Optimizely or its agents

Customers opening a support incident will need to be confirmed for these minimum requirements before the ticket can be addressed.

Maintenance

Software update eligibility

If the Customer and/or partner holds a valid and fully paid-for agreement with Optimizely that includes M&S service(s), the Customer is eligible for updates for the Products and/or Services they have paid for, specifically identified in the Order(s) within their agreement. For example, should a Customer purchase license(s) for the Product - Optimizely DXC License, and have a valid, current and fully paid-for M&S service to Optimizely DXC License, they will be eligible for updates to Optimizely DXC License, but would not be eligible for updates to a different Product, such as Optimizely DXC License for Commerce.

Should at any point a Customer and/or partner cancel or cease to pay for M&S service(s), all such privileges to any updates or upgrades shall cease immediately.

Access to software updates

Starting with Optimizely version 7.5, the Optimizely platform is [installed and updated through NuGet](#). Additionally, software updates are available for download at <https://world.optimizely.com/download>.

Application Support

Standard Support availability

North/South America – Application Support is available Monday to Friday from 8:00 AM – 5PM PST, on regular business days, not official bank holidays, listed in the US Calendar.

Europe, Middle East – Application Support is available Monday to Friday from 8:00 AM - 5:00 PM CET, on regular business days, not official bank holidays, listed in the Swedish Calendar.

APAC: Application Support is available Monday to Friday from 9:00am to 5:00pm AET time, on regular business days, not official public holidays, listed in the New South Wales or Australian calendar.

Support upgrade available

- Extended 24/7/365 coverage for P1 tickets, also known as Enterprise Support.

Contact support@optimizely.com for additional information.

Submitting a Ticket

To request support the Partner/Customer should comply with reporting requirements in their agreement. A Ticket request is initiated via the ticket registration form accessible at [Optimizely World Application Support page](#). A ticket registration form must contain the following information:

- General information - Episerver or Ektron version, including any installed hotfixes. The complete version number can be found in the title bar of the browser in Admin mode.
- Web server operating system - Including the latest installed service pack.
- .NET version - Version number
- License type - initial server, additional server, DXC service, etc.
- Database type, version – SQL version number
- Plug-ins, Modules and/or Add-ons - Information about any installed plug-ins, add-ons or third-party products that are not created by Optimizely
- Customer Name and Site URL - Information about the site and if applicable a link to a page where the reported incident can be observed.
- Error message (Episerver.log) - Include the full error message with stacktrace if applicable. Make sure that you have turned off Optimizely's error handling (system settings) in order to see the complete error message.
- Reproduce the error - A short step-by-step guide on how to reproduce the error.
- Files - Should you wish to send us any files, please send them as attachments.

All software incidents and enhancement requests shall be reported to Optimizely using the Optimizely Ticket registration form. Partner/Customer agrees to provide descriptions of malfunctions and raise such queries via the Application Support web form. Partner/Customer companies also agree to assist Optimizely's efforts to duplicate and or reproduce the software incident reported to the furthest extent possible.

Any software incidents which might cause a halt of production or a severe threat to the daily operation at the Partner/Customer's site may be reported by telephone to the Optimizely Application Support team. Any emergency tickets submitted in this manner must be supported with all information requested in the Optimizely Ticket registration form above. Partner/Customer companies must, in addition, immediately submit

duplicate documentation of the emergency incidents in standard written format. Failure to follow the reporting procedure will serve to release Optimizely from any liability associated with the solutions provided.

Due to the complex nature of the tickets routed to Optimizely Application Support, reporting a ticket via phone is only applicable if it refers to an emergency situation such as product launch and/or live site installations or deployments. Partner/Customer companies may follow up already registered tickets by phone. Application Support will make all reasonable efforts to resolve the ticket but cannot guarantee that every incident will be resolved.

Tickets covered

An Application Support ticket is defined as a submitted query that focuses on one aspect of the product – e.g. use of a specific documented feature of the product or assistance with a specific incident or error message. While this incident may involve other aspects of the product, addressing other aspects constitutes a separate ticket and requires the additional ticket to be reported.

All verifiable errors, defects, or malfunctions in the product will be promptly scheduled for program review, and Optimizely shall make a best effort to correct all tickets related to the product, provide product updates, or develop a reasonable alternative solution for such tickets. Examples of such reasonable alternatives include, but are not limited to, provision of a temporary correction or temporary methods of circumvention. The extent of Optimizely Application Support is limited to documented information related to Optimizely as a product.

Corrective Actions

Single support ticket may involve multiple phone calls, emails and off-line research. Once a ticket is accepted as being within the scope of this service description, a support ticket ID number will be assigned. Resolution of such an incident shall be defined as accomplishing any one of the following:

- Providing a reasonable solution to the ticket.
 - Providing a reasonable work-around to the ticket.
 - Escalation by Optimizely Support Management of an identified and confirmed product defect (“bug”) to Optimizely Development Management and Product Management.
 - Forwarding of the ticket to Optimizely Product Management for future consideration if the ticket is determined as an enhancement request.
- Optimizely will make every effort to resolve any submitted software tickets in a timely manner. When appropriate, the Optimizely Application Support team will provide an estimate of time for resolution. When required for in-depth analysis, Optimizely will require Partner/Customer cooperation in providing additional testing, documentation, log files, direct access to End Customer and/or End Customer environment. Once an escalation is publicly viewable, the ticket will be closed, and progress can be monitored via the URL provided.

Tickets not covered

This service description requires Optimizely Products to be installed and operated in accordance with specified configuration guidelines and system requirements. The extent of Optimizely Application Support provided is limited to documented features and supported system environments. (<http://world.Episerver.com/Documentation/>)

Furthermore, Optimizely has no obligation under this service description to support the following:

- Versions of the product not explicitly stated in their M&S Agreement.
- Incidents and/or errors created by Customer and/or Partner, including those due to Customer and/or Partner negligence.
- Incidents and/or errors resulting from hardware malfunction.
- Products not installed and operated in accordance with specified configuration guidelines and system requirements. (All guidelines can be found at our website <https://world.optimizely.com>)
- Tickets deemed as a feature and or enhancements request.

Should a Ticket be defined as a bug, i.e. a core application error, a report defining the scope of the error will be escalated to Optimizely Software Engineering and Product Management at Optimizely. Optimizely will not estimate when a specific bug will be resolved nor is the resolution of bugs included in the scope of this service.

Support response time objective

Response Time is determined by priority based on the ticket severity. Response Time is described as the expected time in which newly registered tickets should be responded to including information regarding assignment details for each ticket. Response time means only response to the ticket and does not include attempted remediation or resolution.

Should several tickets be registered with the same priority, Optimizely Application Support will address each ticket according to a First In - First Out (FIFO) process.

Ticket classification and definition

All incoming Tickets are to be prioritized, categorized and assigned to an Application Support Engineer within the defined timeframes described below. Tickets sent to Optimizely Application Support after operating hours will be classified as incoming tickets the next business day.

If a ticket classified as Urgent has been registered up to 15 minutes before end of normal support hours, the response time objective will be set to 15 minutes after the start of the next business day.

The Initial Response Time is directly related to the time that a ticket is registered in the Optimizely ticket management system. The ticket urgency will be reprioritized by Optimizely Application Support and a notification will be sent out to the originator if there is a mismatch between the priority description below and the Partner/Customer defined priority.

Tickets must be recognized as eligible for Application Support under the “Tickets covered” section of this service description.

All incoming Tickets are examined and classified for priority according to the following definitions.

Application Support table

<u>Support priority</u>	<u>Impact</u>	<u>Target Initial Response Time</u>	<u>Reason for Outage Time</u>
Priority 1 (P1)	Urgent	30 minutes	5 Business Days
Priority 2 (P2)	High	4 hours	Not available
Priority 3 (P3)	Medium	Next Business Day	Not available
Priority 4 (P4)	Low	Within two (2) Business Days	Not available

Supported products

All Products, modules, product packages, connectors listed on <https://world.optimizely.com/download/> are officially supported by Optimizely. All products, modules, product packages, connectors listed under “Other” or “Open Source” are not supported by Optimizely. Optimizely's solution Lifecycle Policy provides additional details about specific versions (which can be found in the aforementioned URL). Further, Optimizely reserves the right to discontinue any Product version three (3) years after its public release date, subject to a ninety (90) day written notice prior given to Customer.

Third party products

All third-party products including but not limited to, modules, plug-ins, services and products that are integrated and or bundled with Optimizely and distributed from Optimizely shall be supported by the Third-Party Company / Supplying Company. The supplying company shall make best effort to solve all active incidents related to the bundled third-party product. Collectively all such products are below referred to as “third-party products”. All companies supplying the above shall comply with the support procedures described in this document.

Response Time objective at the Third-Party Company / Supplying Company shall be aligned with those of Optimizely's. All communication targeted to the supplying third-party shall be routed via Optimizely Application Support whom in turn shall be able to communicate with the Partner/Customer company.

Remediation and ticket resolution targeted to the Partner/Customer company shall be communicated from the supplying company to Optimizely whom in turn will present the possible solution for the Partner/Customer company. Communication shall take place in a proactive business manner serving the customer satisfaction.

Optimizely Application Support must be eligible to gain access to the Third-Party Company / Supplying Company's Ticket Management Systems. Such systems may be restricted to document information regarding remediation and actions related to a third-party product, originally sold and bundled by Optimizely. It is the responsibility of the Third-Party / Supplying Company to maintain such information and systems.

The Third-Party Company / Supplying Company shall maintain and present documentation regarding nature of tickets that are covered and not covered by their support. The documentation shall also include information regarding corrective actions for resolution and escalation procedures at the Third-Party Company / Supplying Company.

Additional information

Optimizely Support does not officially support any open source code provided by and/or available from Optimizely.

Optimizely reserves it rights to change the M&S Service Description and all applicable terms and conditions. M&S scope and content may change and adapt with new releases of Products and service-based solutions with ninety (90) days prior notice by Optimizely to any new Renewal Term. Should Customer not accept such change during the ninety (90) day notice period, Customer shall be able to terminate their agreement.

Maintenance and Support is an on-going paid service. A signed, valid, current and fully paid-for agreement, which includes M&S services is a prerequisite for M&S Service Description to apply. Without having a signed agreement, this M&S Service Description is not valid.

For further information, contact support@optimizely.com.

Service and product lifecycles

Optimizely reserves the right to discontinue any product version three (3) years after its public release date, subject to a ninety (90) day written notice prior given to Customer. Discontinued products and services can be found here: <https://world.optimizely.com/service-and-product-lifecycles/discontinued>