

THESE API (APPLICATION PROGRAMMING INTERFACE) AND SDK (SOFTWARE DEVELOPMENT KIT) TERMS (“**API & SDK TERMS**”) ARE AN INTEGRAL PART OF THE SOFTWARE SERVICES SUBSCRIPTION AGREEMENT AND APPLIES TO THE APPLICABLE SOFTWARE SERVICE. THESE API & SDK TERMS CONTROL CUSTOMER’S UTILIZATION OF ANY OPTIMIZEZELY DEVELOPED AND PUBLISHED API’S AND SDK’S IN CUSTOMER’S USE OF THE SOFTWARE SERVICE TO THE EXTENT THAT CUSTOMER’S SOFTWARE SUBSCRIPTION AGREEMENT DOES NOT CONTAIN THESE API & SDK TERMS. THESE API & SDK TERMS REPLACE ANY PRIOR-PUBLISHED API & SDK TERMS.

GLOSSARY. Definitions utilized in any Documentation is illustrative only and are not contractually binding. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

DEFINITIONS

- a) **“Agreement”** means Customer’s written agreement with Optimizely for a Software Service.
- b) **“APIs and SDKs”** means Optimizely-developed Optimizely APIs and Optimizely SDKs as made available by Optimizely to Customer.
- c) **“API Keys”** means Optimizely-published API keys, access tokens, account numbers, and other access credentials made available by Optimizely to Customer to access the Optimizely Platform and /or Use the Software Service and Utilizing the Optimizely APIs.
- d) **“Code Library”** means Optimizely-published executable code or source code made available by Optimizely to Customer in connection with each Optimizely API, to be incorporated into the Customer Technology.
- e) **“Customer Business Logic”** means the business logic provided to the Optimizely Platform and /or the Software Service by the Customer Technology.
- f) **“Customer Functionality”** means the functionality provided to the Optimizely Platform and /or the Software Service by the Customer Technology.
- g) **“Customer Technology”** means the software and /or technology owned (or licensed from third parties) and Utilized by Customer to (i) access the Optimizely Platform and /or (ii) the Software Service, and (iii) use the Optimizely APIs.
- h) **“Modified Code”** means improvements, derivative works and other modifications created by or on behalf of Customer of the Sample Code, the Code Library, or other tools in an Optimizely SDK.
- i) **“Modification Clause”** means the relevant section of the SUT (or comparable provision of the Agreement) with respect to Optimizely’s rights to modify the Software Service, and Customer’s rights with respect to any such modification.
- j) **“Optimizely APIs”** means Optimizely-developed and Optimizely-published application programming interfaces, written specifications, directions and instructions, and other documentation made available by Optimizely to Customer in connection with the Software Service, excluding Sample Code, which provides Customer with programmatic access to Software Service functionality, data or business logic to exchange Customer Functionality, Customer Data and /or Customer Business Logic with the Optimizely Platform and /or the Software Service in the Customers Use of the Software Service.
- k) **“Optimizely Platform”** means the Optimizely platform and networks upon which the Software Service is hosted and otherwise made available by Optimizely to Customer.
- l) **“Optimizely SDK”** means the Optimizely-developed Sample Code, Code Library, or other tools made available by Optimizely to Customer in connection with its Use of the Software Service in development and debugging of its code that utilizes Optimizely APIs.
- m) **“Sample Code”** means Optimizely-developed sample source code, scripts, and other software made available by Optimizely to Customer under the Agreement in connection with Software Service related to each Optimizely API to be incorporated into the Customer Technology.
- n) **“SUT”** means Optimizely’s Software Services Use Terms.
- o) **“Use”** means access to, and to otherwise activate the processing capabilities of the Software Service, including to load, execute, access, employ in the Software Service, or display information resulting from such capabilities, and Use may occur through an interface delivered with or as a part of the Software Service, or via a third-party software, platform or technology.

ADDITIONAL TERMS FOR APIs AND SDKs

1.1 Optimizely APIs and SDKs. Certain Software Services contain functionality to enable APIs and SDKs to be Utilized by Customers in their Use of the Software Service. The APIs and SDKs are described in the applicable Documentation. APIs and SDKs are made available from the Software Service itself, or as otherwise described in the applicable Documentation. Use of APIs and SDKs is subject to the applicable Documentation, and these API & SDK Terms.

1.2 Permissions And Restrictions. **Permissions.** Subject to Customer’s compliance with these API & SDK Terms, Optimizely grants to Customer a nonexclusive, nontransferable license to do the following solely in connection with its use of the APIs and SDKs: **(i)** use the APIs and SDKs to develop Customer Technology and customize and configure Customer Technology solely as necessary to interface with the Optimize Platform; **(ii)** create Modified Code and incorporate the Sample Code, Code Library or Modified Code into the Customer Technology; **(iii)** use Sample Code, the Code Library or Modified Code incorporated in Customer Technology to interface with the Optimizely Platform and/or the Software Service; and **(iv)** access the Optimizely Platform and /or and the Software Service and send and receive Customer Data, Customer Functionality, and/or Customer Business Logic to and from the Optimizely Platform and /or the Software Service.

Restrictions. In addition to other restrictions with respect to Software Service specified in the applicable Documentation, Customer shall not directly or indirectly do any of the following: **(v)** use the Optimizely APIs for any purpose other than for the purposes described in this Section or in any manner that violates or does not comply with the written directions or instructions provided with the Optimizely APIs; and **(vi)** improve, prepare derivative works of or otherwise modify the Optimizely APIs. For the avoidance of doubt, sub-section **(vi)** does not limit Customer's rights with respect to Modified Code as set out this Section.

1.3 API Keys. Access to an Optimizely API is only permitted via Optimizely-issued API Keys. Customer will treat all API Keys as Confidential Information of Optimizely and will be solely responsible for all authorized and unauthorized use of the Optimizely APIs using such API Keys. Customer will promptly notify Optimizely in writing if it discovers or otherwise suspects any security breaches related to the Optimizely APIs, including any unauthorized use or disclosure of API Keys or any other access credentials of a third party. For the avoidance of doubt, Customer must not disclose the API Keys to any third party, unless such third party is acting on Customer's behalf and has agreed to comply with terms consistent with those of the Agreement, including these API & SDK Terms, applicable to access and use of the API Keys and Optimizely APIs.

1.4 API Usage. The API is only for use by or on behalf of Customers with a current subscription of the applicable Software Service under a current Agreement. Subject to these API & SDK Terms, Customer may use Optimizely APIs to read and Customer Data and manage its Use of the Software Service, as permitted through the functionality of the Optimizely API and in accordance with applicable Documentation. Customer's (and its Authorized Users') Use rights are limited, non-exclusive, non-sublicensable, non-transferable, and revocable, and remain subject in all respects to the Agreement.

1.5 Warranty. Subject to Section 1.6 of these API & SDK Terms., the Software Service warranty under the SUT (or comparable provision of the Agreement) includes the APIs and SDKs.

1.6 Disclaimers. The APIs and SDKs are provided "AS IS" and Use of the APIs and SDKs is at Customer's our own risk. Customer is solely responsible for its Authorized Users' Use of the Optimizely API and how all Authorized Users Use the Optimizely API to manage Customer Data and the Software Service, including any decision to retrieve Customer Data or transmit Customer Data to any non-Optimizely Platform. Optimizely is not responsible for Customer Data once it is transmitted, copied or removed from the Software Service. Optimizely disclaims all warranties, express or implied, including without limitation any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose, in relation to the API and SDK or its Utilization.

1.7 Customer Responsibilities. Customer is solely responsible for the coding of any connection to the Optimizely APIs and for any changes to its interfaces required to support new releases of the Optimizely APIs. Optimizely is not responsible for any limitations as to the functionality of the Optimizely APIs as a result of Customer not performing updates to its applicable interfaces to support revisions and new releases of the Optimizely APIs. Customer shall use and maintain all Modified Code using the Optimizely APIs, unless otherwise stated in the associated SDK or related Documentation. Customer shall ensure that it does not directly or indirectly **(a)** introduce into any Optimizely API, via Modified Code or otherwise, or include in or with any Customer Technology, any disabling code (defined as computer code designed to interfere with the normal operation of the Software Service or Optimizely Platform) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, malware, spyware, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) or other disruptive software, or any software code, which is designed to delete, disable, deactivate, disrupt, damage, or perform unauthorized actions on a computer system, or **(b)** interfere with the features or functionality or otherwise harm the Software Service or Optimizely Platform, including any Optimizely API. Customer is responsible for the performance of any custom integration with its systems. Customer is required to understand the data requirements and structures for the external system and in the instance that Optimizely writes the applicable interface on the Customer's behalf, to communicate the data requirements and structures sufficiently to Optimizely. Customer shall not access or attempt to access through any Optimizely API any data other than the Customer Data.

1.8 Revision, Suspension or Cancellation. Optimizely may revise, suspend or cancel any or all Optimizely APIs at any time, in accordance with the applicable Documentation and/or its Policies, and which may be reasonably updated by Optimizely from time to time. Without limiting the foregoing, in the event of an actual or reasonably suspected security breach or threat, Optimizely may suspend or cancel any or all the Optimizely APIs immediately, with or without notice to Customer,.. Optimizely's rights with respect to modification of the Software Service under the Agreement apply to Optimizely's rights to revise, suspend and/or cancel any Optimizely APIs, as too Customer's rights in relation thereto under the Agreement.

1.9 Limitations of Liability. All limitations of Optimizely's liability under the Agreement apply to Customer's Use of the APIs and SDKs.

1.10 Ownership and Restrictions. As between Optimizely and Customer, Optimizely owns all rights in the APIs and SDKs, including intellectual property rights, and does not grant Customer any right or license in these API & SDK Terms except for the limited use right in Section 2 of these API & SDK Terms. Customer may not (or allow anyone else to): **(i)** modify, reverse engineer, create any derivative works of, distribute, sell or sublicense any API or SDK; **(ii)** access any APIs and SDKs for Optimizely-competitive purposes or analysis; **(iii)** interfere (or attempt to interfere) with the proper working of any API or SDK or the Software Service, **(iv)** compromise (or attempt to compromise) any API or SDK or the Software Service integrity or security, **(v)** decipher (or attempt to decipher) any transmissions to or from Optimizely Platform and or the Software Service; or **(vi)** disseminate performance information (including uptime, response time and/or benchmarks) relating to any API or SDK, the Optimizely Platform or the Software Service,

1.11 Changes and Termination. At any time in its discretion, Optimizely may modify these API & SDK Terms, effective upon publication. Section 11.2 of the SUT (or comparable section of the Agreement) applies to any material change to these API & SDK Terms as if it were a modification of the Software Service. If Customer otherwise objects to any other change to these API & SDK Terms, Customer's sole remedy is to end its Utilization of the API.

1.12 Other Agreements. Nothing in these API & SDK Terms modifies the Agreement with respect to Customer's Use of the Software Service; but in event of any conflict relating to the APIs or SDKs or their utilization, these API & SDK Terms control to the extent of any such conflict.