

THESE TERMS AND CONDITIONS FOR API (APPLICATION PROGRAMMING INTERFACE) AND SDK (SOFTWARE DEVELOPMENT KIT) AND MCP (MODEL CONTEXT PROTOCOL) ("API, SDK & MCP TERMS") ARE AN INTEGRAL PART OF THE SOFTWARE SERVICES SUBSCRIPTION AGREEMENT AND APPLIES TO THE APPLICABLE SOFTWARE SERVICE. THESE API, SDK & MCP TERMS CONTROL CUSTOMER'S UTILIZATION OF ANY OPTIMIZEZY DEVELOPED AND PUBLISHED APIs, SDKs AND MCPs IN CUSTOMER'S USE OF THE SOFTWARE SERVICE TO THE EXTENT THAT CUSTOMER'S SOFTWARE SUBSCRIPTION AGREEMENT DOES NOT CONTAIN THESE API, SDK & MCP TERMS. THESE API, SDK & MCP TERMS REPLACE ANY PRIOR-PUBLISHED API, SDK & MCP TERMS.

DEFINITIONS. 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

- 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) **APIs, SDKs and MCPs** means Optimizely-developed Optimizely APIs, Optimizely SDKs and Optimizely MCPs as made available by Optimizely to Customer.
- d) **Code Library** means Optimizely-published executable code or source code made available by Optimizely.
- 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) **Keys** means Optimizely-published 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 utilising an APC, SDK & MCP.
- i) **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 and /or MCP.
- j) **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.
- k) **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.
- l) **Optimizely MCP** means the Optimizely-published Sample Code, Code Library and other functionality based on the model context protocol ('MCP') specification as developed by Optimizely and/or third parties and made available to Customer in connection with its Use of the Software Service.
- m) **Optimizely Platform** means the Optimizely platform and networks upon which the Software Service is hosted and otherwise made available by Optimizely to Customer.
- n) **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 and its utilization of Optimizely APIs.
- o) **Sample Code** means Optimizely-developed sample source code, scripts, and other software made available by Optimizely to Customer.
- p) **SUT** means Optimizely's Software Services Use Terms.
- q) **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.

1. ADDITIONAL TERMS FOR APIs, SDKs AND MCPs

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

1.2 Permissions And Restrictions. **Permissions.** Subject to Customer's compliance with these API, SDK & MCP Terms, Optimizely grants to Customer a nonexclusive, nontransferable license to do the following solely in connection with its use of the APIs, SDKs and MCPs: **(i)** utilize the APIs, SDKs and MCPs to develop Customer Technology and customize and configure Customer Technology solely as necessary to interface with the Optimizely 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 APIs, SDKs and MCPs 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, SDKs and MCPs; and **(vi)** improve, prepare derivative works of or otherwise modify the APIs, SDKs and MCPs. 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 Keys. Access to an SDK or MCP is only permitted via Optimizely-issued Keys. Customer will treat all Keys as Confidential Information of Optimizely and will be solely responsible for all authorized and unauthorized use of the Optimizely APIs using such Keys. Customer will promptly notify Optimizely in writing if it discovers or otherwise suspects any security breaches related to the Customer-utilization of an API, SDK and /or MCP, including any unauthorized use or disclosure of Keys or any other access credentials of a third party. For the avoidance of doubt, Customer must not disclose the 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 & MCP Terms, applicable to access and use of the utilisation of the Keys and the APIs, SDKs and MCPs.

1.4 Usage. The APIs, SDKs and MCPs are 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 & MCP Terms, Customer may utilize the APIs, SDKs and MCPs to read Customer Data and manage its Use of the Software Service, as permitted through the functionality of the API, SDK and MCP 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 Beta. Customer's utilization of SDKs and MCPs may be subject to Optimizely's beta-release terms of the [Product Supplement](#), and as otherwise published by Optimizely.

1.6 Warranty. Subject to Section 1.5 above and 1.7 below, the Software Service warranty under the SUT (or comparable provision of the Agreement) includes the APIs, SDKs and MCPs.

1.7 Disclaimers. APIs, SDKs or MCPs are provided "AS IS" and Use of the APIs, SDKs and MCPs are at Customer's own risk. Customer is solely responsible for its Authorized Users' Use of the API, SDK or MCP and how all Authorized Users Use the API, SDK or MCP 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, SDK or MCP or its utilization.

1.8 Customer Responsibilities. Customer is solely responsible for the coding of any connection to the APIs, SDKs or MCPs and for any changes to its interfaces required to support new releases of the APIs, SDKs or MCPs. Optimizely is not responsible for any limitations as to the functionality of the APIs, SDKs or MCPs as a result of Customer not performing updates to its applicable interfaces to support revisions and new releases of the APIs, SDKs or MCPs. Customer shall utilize and maintain all Modified Code using the API, SDK or MCP, unless otherwise stated in the information files (including 'read me') of the API, SDK or MCP or related Documentation. Customer shall ensure that it does not directly or indirectly **(a)** introduce into any API, SDK or MCP, 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 API, SDK or MCP. 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.

1.9 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 to Customer's rights in relation thereto under the Agreement.

1.10 Limitations of Liability. All limitations of Optimizely's liability under the Agreement apply to Customer's Use of the APIs, SDKs or MCPs.

1.11 Ownership and Restrictions. As between Optimizely and Customer, Optimizely owns all rights in the APIs, SDKs or MCPs, including intellectual property rights, and does not grant Customer any right or license in these API, SDK & MCP Terms except for the limited use right in Sections 1.2 and 1.4 of these API, SDK & MCP Terms. Customer may not (or allow anyone else to): **(i)** modify, reverse engineer, create any derivative works of, distribute, sell or sublicense any API, SDK or MCP; **(ii)** access any APIs, SDKs or MCPs for Optimizely-competitive purposes or analysis; **(iii)** interfere (or attempt to interfere) with the proper working of any API, SDK or MCP or the Software Service, **(iv)** compromise (or attempt to compromise) any API, SDK or MCP 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, SDK or MCP, the Optimizely Platform or the Software Service,

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

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