

Optimizely offers two sets of terms for participants in its App Marketplace ecosystem:

- (1) **Part I: App Marketplace Listing Terms** govern Partner's publication and listing of an existing Application on Optimizely's App directory (currently hosted at Optimizely App Marketplace, as may be updated from time to time). These terms apply to applications distributed for free and applications where Optimizely Customers are charged a fee.
- (2) **Part II: App Marketplace Developer Terms** govern Partner's access to and use of Optimizely's APIs, SDKs, and related developer services for the purpose of building integrations with Optimizely's platform, and Partner's publication of such applications on Optimizely's App Marketplace.
- (3) **Part III: General Provisions Applicable to Both Parts**

APPLICABILITY:

- (1) If Partner is listing an existing application on the Marketplace without using Optimizely APIs to build integrations, only the Listing Terms apply.
- (2) If Partner is building an integration using Optimizely APIs (whether or not Partner lists it on the Marketplace), the Developer Terms apply.
- (3) If Partner is both building an integration using Optimizely APIs AND listing it on the Marketplace, both sets of terms apply. In the event of conflict between them, the Developer Terms control with respect to development activities and API usage, and the Listing Terms control with respect to marketplace listing activities.

These terms are incorporated into and subject to the Partner Engagement Form executed between Partner and Optimizely.

The Partner Engagement Form indicates which Part I and / or Part II applies to the Partner. Part III (General Provisions) applies to all Partners.

Defined Terms: These terms are incorporated into and subject to the Partner Engagement Form executed between Partner and Optimizely. Partner indicates which terms apply to it by selecting the applicable checkboxes in the Partner Engagement Form. Where Partner has also executed a Solution Partner Agreement or Technical Partner Agreement (collectively, '**Partnership Agreement**'), commercial terms such as revenue sharing, referrals, or co-selling shall be governed by that Partnership Agreement. For Partners without a separate Partnership Agreement, the Partner Engagement Form and these Terms shall govern the relationship.

PART I: APP MARKETPLACE LISTING TERMS

The following provisions apply to Partners who list existing applications on the Optimizely App Marketplace without using Optimizely's APIs, SDKs, or related developer services to build integrations.

Partner may not access or list Partner's App in the Optimizely Marketplace unless Partner agrees to abide by all of the terms and conditions in these Terms.

Part I applies to Apps distributed for free and Apps where Optimizely Customers are charged a fee. Partner agrees to use the Optimizely Marketplace only for purposes permitted by these Terms or as otherwise allowed by applicable law. As between Optimizely and Partner, Partner is solely responsible for its App submitted for listing on the Optimizely Marketplace.

1. DEFINITIONS

"API Terms" means Optimizely's API, SDK & MCP Terms, as may be updated from time to time, currently available at <https://www.optimizely.com/legal/api-sdk-mcp-terms/>.

"App", "Application," or "Optimizely Application" means a software application provided by Partner to Optimizely that interoperates with the Covered Services for listing on the Optimizely Marketplace, and for further purposes of these Terms, App includes all associated documentation, source code (if provided), object code, updates, and modifications thereto.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time.

"Customer" means a customer of Optimizely with a current subscription to an Optimizely Software Service.

"Listing" means the content provided for listing the App on Optimizely's App Marketplace, including descriptions, screenshots, metadata, and other marketing materials.

“**Optimizely App Marketplace**” or the “**Marketplace**” means Optimizely’s online marketplace site where Partner’s App may be discovered, downloaded, and installed by Optimizely Customers.

“**Partner**” means the entity identified in the Partner Engagement Form. Partner is responsible for the acts and omissions of its authorized agents, employees, and contractors in connection with these Terms.

2. APP SUBMISSION AND REVIEW PROCESS

2.1 Submission Requirements. Prior to listing an App on the Marketplace, Partner must submit: (a) completed application form with App description, screenshots, and metadata; (b) evidence of compliance with applicable data protection laws; (c) privacy policy and terms of service governing Partner's App; and (d) any additional materials reasonably requested by Optimizely.

2.2 Review and Approval. Optimizely will review submitted Apps for: (a) compliance with these Listing Terms; (b) technical functionality and quality standards; (c) security and privacy requirements; and (d) alignment with Optimizely's brand and marketplace policies. Optimizely reserves the right to reject any App submission in its sole discretion.

2.3 Existing Apps. Apps currently listed on the Marketplace as of 01 January 2026 must complete a review process to align with these Terms within ninety (90) days of receiving notice from Optimizely. Failure to complete this review may result in removal of the App from the Marketplace.

2.4 Ongoing Compliance. Partner agrees that Optimizely may periodically review listed Apps to ensure continued compliance with these Terms and applicable marketplace policies

3. LICENSE GRANTS

3.1 Partner grants to Optimizely a non-exclusive, worldwide, transferable, sublicensable (solely to the extent necessary to operate the Marketplace through third-party service providers), fully paid-up, royalty-free license to: (a) host, link to, reproduce, publicly perform, publicly display, test, distribute, make available, and license the Listing and App; (b) reproduce, perform, display, use and access the Listing and App for administration and demonstration purposes in connection with the operation and marketing of the Marketplace; and (c) reproduce, display, and distribute any Partner Brand Features furnished by Partner to Optimizely under these App Marketplace Terms solely for use in connection with the Marketplace and in order to fulfill its obligations under these App Marketplace Terms.

3.2 For Partners utilizing only these App Listing Terms (and not the App Marketplace Developer Terms), the license granted in Section 3.1 is limited to the Listing materials only and does NOT include any rights to: (a) host, reproduce, or distribute the App itself; (b) modify or create derivative works of the App; or (c) access, use, or copy the App's source code or object code. Partner retains all rights, title, and interest in and to the App, including full control over its hosting, operation, and distribution.

4. PARTNER RESTRICTIONS AND RESPONSIBILITIES

4.1. Optimizely account. In order to list an App on the Marketplace, Partner must have or create an Optimizely account. Partner will keep all credentials secure and shall use the credentials as Partner’s sole means of accessing Partner’s account. Partner may not share Partner’s account credentials with third parties.

4.2. Privacy and related legal rights of Customers. Partner must: (a) inform Customers in writing before the App is installed of all categories of data the App will access, collect, use, or store; (b) provide Customers with a publicly accessible privacy policy that complies with applicable data protection laws and clearly describes Partner's data collection, use, storage, and sharing practices; and (c) obtain Customer's affirmative consent before collecting or processing any personal information. Partner’s App may only use the information for the limited purpose for which Partner has obtained permission from Customer. If Partner’s Application accesses personal information, Partner agrees that it will securely transmit and store all data in transit and at rest.

4.3. Prohibited Activities. Partner acknowledges and agrees that it will not engage in any activity within the Marketplace, including the listing or distribution of its App, that: (a) Violates Marketplace policies or that: (b) Violates any applicable laws or regulations or promotes unlawful activities; (c) Contains or installs any active malware or exploits or uses the Marketplace to exploit delivery; (d) Interferes with, disrupts, damages, harms, or accesses in an unauthorized manner the machines, systems, hardware, servers, networks, devices, data or other property or services of Customer, Optimizely, or any third party; (e) Includes false or misleading content; (f) Processes payments triggered by core functionalities of its App outside of Optimizely without express written permission; (g) Infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights; (h) Is libelous, defamatory, or fraudulent; (i) Is or contains sexually obscene content; (j) Is discriminatory or abusive toward any individual or group; (k) Diverts Customers or provides links to any other site that mimics the Marketplace or passes itself off as the Marketplace.

4.4. Export Compliance. When Partner submits its App to Optimizely’s App Marketplace, Partner uploads its Listing to a server in the United States. Partner’s App is subject to U.S. export compliance requirements. Partner is responsible for classifying Partner’s Apps pursuant to the Export Administration Regulations (“**EAR**”), 15 C.F.R. Parts 730-774, including submission of any necessary

classification requests or self-classification reports to the U.S. Department of Commerce's Bureau of Industry and Security. Optimizely only permits Apps on its platform that are classified as "EAR99" or have an Export Control Classification Number ("ECCN") 5D992 (i.e., mass market) on the Commerce Control List. Partners are prohibited from posting Apps on Optimizely's Marketplace that are classified other than EAR99 or 5D992. By posting its App on the Marketplace, Partner is certifying to Optimizely that its App is classified as EAR99 or 5D992.

4.5 Restrictions on Resale and Reverse Engineering. Partner may not repackage or resell the Marketplace, Optimizely APIs or any data derived from using the Marketplace. Partner is not permitted to use Optimizely Apps in any manner that does or could potentially undermine the security of the Marketplace, Optimizely's APIs, Developer Data or any other data or information stored or transmitted using the Marketplace. Also, Partner may not interfere with, modify or disable any features, functionality or security controls of the Marketplace or Optimizely's APIs, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Marketplace or Optimizely's APIs, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Marketplace or the Optimizely API.

4.6. Sole Responsibility. Partner agrees that Partner is solely responsible for the content, development, operation, support, and maintenance of its App, unless otherwise agreed to in writing by Optimizely. Additionally, Partner agrees that it will be solely responsible for ensuring that its App is not designed to be or utilized for the purpose of sending commercial electronic messages to any Optimizely users, agents, or Customers without their consent.

4.7. Technical Limitation. Partner will respect and comply with the technical and policy-implemented limitations of Optimizely's APIs and the restrictions of these Listing Terms in designing, implementing, and operating its App. Without limiting the foregoing, Partner agrees not to violate any explicit rate limitations on calling or otherwise utilizing Optimizely's APIs. Optimizely reserves the right to terminate these Listing Terms with respect to Partner's App listing on the Marketplace immediately upon written notice if it determines that Partner has breached any material requirement or obligation of this Section.

4.8 Compliance Standards for Listing Partners. Partners listing Apps under Part I only (without using Optimizely APIs under Part II) are expected to maintain reasonable security and privacy practices appropriate to the nature of their App and any data it processes, but are not subject to the enhanced testing and certification requirements applicable to Developer Partners under Part II unless otherwise required by applicable law or the nature of Partner's App warrants additional security measures as determined by Optimizely.

4.9 No Restrictions on Competition. Nothing in these Listing Terms shall prevent either party from developing, promoting, and/or publishing applications, products, or services that are similar to or otherwise compete with the other party's applications, products, or services.

5. TAKEDOWNS

5.1. Partner-Initiated Takedown. In order to reduce interruption to Customers that install Partner's App, Partner must provide Optimizely with thirty (30) days' prior written notice to (email acceptable) Optimizely Partner Support (partners@optimizely.com), if Partner decides to remove its App from the Marketplace. Partner must comply with these Listing Terms for any App installed via the Marketplace. Removing Partner's App from the Marketplace does not (a) affect the license rights of Customers who have previously purchased or installed Partner's App; or (b) change Partner's obligation to deliver or support an App that has been previously purchased or installed by Customers. Optimizely will not maintain any portion of any App that Partner has removed from the Marketplace if Partner has provided written notice to Optimizely that such removal was due to: (a) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person; (b) an allegation of defamation or actual defamation; (c) an allegation of violation, or actual violation, of any third party's right of publicity or privacy; (d) an allegation or determination that such Listing does not comply with applicable law; or (e) any other legal or regulatory requirement. If Partner removes an App from the Marketplace pursuant to this Section, Optimizely is not responsible for refund(s) to the affected buyer of any amount paid by Customers.

5.2. Takedown for Legal Reasons. Optimizely will not maintain any portion of any Listing that Partner has removed from Marketplace if Partner has provided written notice to Optimizely that such removal was due to: (a) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person; (b) an allegation of defamation or actual defamation; (c) an allegation of violation, or actual violation, of any third party's right of publicity or privacy; or (d) an allegation or determination that such Listing does not comply with applicable law.

5.3. Refunds. If Partner removes an App from the Marketplace pursuant to this Section 5, Optimizely is not responsible for refund(s) to the affected buyer of any amount paid by Customers. Partner remains responsible for any refunds owed to Customers in accordance with Partner's terms with such Customers.

5.4. Optimizely-Initiated Takedown. Optimizely is not obligated to monitor Partner's App or its content, but Optimizely may at any time review or test Partner's App for compliance with these Terms, the Marketplace program policies, and any other applicable

terms, obligations, laws, or regulations. Optimizely reserves the right to refuse an App on the Marketplace at its sole discretion. Partner may be required to provide information about itself (such as identification or contact details) as a part of Partner's App's submission to the Optimizely Marketplace, or as part of Partner's continued use of Marketplace. Partner agrees that any information it gives to Optimizely will always be accurate, correct and up to date. As part of the specification for Partner's Listing, Optimizely may ask that Partner includes information such as its name and email address. Optimizely may use this information for Listing in the Marketplace or for other uses. If Optimizely is notified by Partner or otherwise becomes aware and determines at its sole discretion that any portion of Partner's Listing or App violates these Terms, the Marketplace program policies, and any other applicable terms, obligations, laws, or regulations, Optimizely may: (a) disable the App on Customers which have installed the App; and/or (b) remove the App from Customers which have installed the App. Optimizely reserves the right to suspend or bar any App from the App Marketplace at its sole discretion.

6. CUSTOMER DATA

6.1. *Privacy and Data Use.* Partner agrees it will protect the privacy and related legal rights of Customers. Partner must inform Customers of any data accessed by its App and provide a privacy policy that governs Partner's usage of that data. Partner's App may only use the information for the limited purpose for which Partner has obtained permission from Customer. If Partner's application accesses Personal Data, Partner agrees that Partner will securely transmit and store all data in transit and at rest.

6.2. *Data Export and Transmission.* If Partner's Application includes the export of Customer's data, Partner represents and warrants that its App notifies all users how their data will be accessed and transmitted and Partner's terms will control the privacy, security or integrity of such Customer Data. Partner further represents and warrants that to the extent its application stores, processes or transmits Customer Data, Partner or Partner's App will not, without appropriate prior user consent or except to the extent required by applicable law: (a) modify the content of Customer data in a manner that adversely affects the integrity of Customer Data; (b) perform calculations that are inaccurate or untrustworthy; (c) display data or visualizations that are inaccurate or incomplete; (d) disclose Customer Data to any third party; or (e) use Customer Data for any purpose other than providing Partner's App's functionality to Customers.

6.3. *Security Measures.* Partner shall maintain and handle all Customer Data in accordance with (i) privacy and security measures reasonably adequate to preserve the confidentiality and security of all Customer Data, and (ii) all applicable privacy laws and regulations.

7. REPRESENTATIONS AND WARRANTIES

7.1. *Partner Representations.* Partner represents and warrants that: (a) Partner has all necessary rights to grant the licenses set forth in Section 3; (b) Partner's App and Listing do not and will not violate, misappropriate, or infringe upon the intellectual property or other rights of any third party; (c) Partner's App and Listing comply with all applicable laws and regulations; and (d) all information provided by Partner in connection with the Listing is accurate, correct, and up to date.

7.2. *Updates to Information.* Partner may be required to provide information about itself (such as identification or contact details) as a part of its App's submission to the Optimizely Marketplace, or as part of Partner's continued use of Marketplace. Partner agrees that any information Partner gives to Optimizely will always be accurate, correct, and up to date.

8. OTHER TERMS

8.1. *Termination, Warranties, Liability Limitations, and other General Provisions.* For Termination, Warranties, Liability Limitations, and other General Provisions applicable to these Listing Terms, see Part III below.

8.2. *Policies.* In addition to these Terms, Optimizely requires Apps and Developers to follow other policies in order to keep the App Marketplace and Optimizely users safe. These policies include Optimizely's [Optimizely Privacy Notice](#) and Optimizely's App review guidelines as published by Optimizely from time to time, or as otherwise shared by Optimizely with Partner, as updated from time to time.

8.3. *Change of Control.* Partner agrees to provide thirty (30) days' notice to Optimizely at 119 5th Avenue, 7th floor, New York, NY, 10003 USA (for the attention of General Counsel) upon any Partner's organization changes ownership control via sale, merger, or acquisition.

PART 2. DEVELOPER TERMS

The following provisions apply to Partners who build integrations using Optimizely's APIs, SDKs, or related developer services.

Developer Partners may list one or more integrations in the Marketplace without a separate commercial partnership agreement, and listing under Part II does not imply any strategic or commercial relationship beyond these Terms unless separately agreed in writing.

1. DEFINITIONS.

"API Terms" means Optimizely's API, SDK & MCP Terms available at <https://www.optimizely.com/legal/api-sdk-mcp-terms/>.

"App", "Application" or "Optimizely App" means any software application, functionality, website, product or service that Partner creates for the purpose of extending, enhancing, customizing, or integrating with Optimizely's products, APIs, or ecosystem.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, as owned or licensed by such party from time to time.

"CCPA" means the California Consumer Privacy Act of 2018, as may be amended from time to time.

"Confidential Information" means non-public information, know-how, or trade secrets in any form: (1) that a reasonable person knows or reasonably should understand to be confidential based on the nature of the information or the manner by which the information is disclosed by Optimizely, or (2) that Optimizely designates as confidential. Information is not Confidential Information if it: (a) is or becomes publicly available without Partner breaching these Terms; (b) is already known to Partner lawfully without an obligation to keep it confidential; (c) is received by Partner from another source that has authority to disclose it lawfully and has no obligation to keep it confidential; or (d) is independently developed by Partner.

"Content" means information obtained by Optimizely from publicly available sources or its third-party content providers and made available to Partner through the Covered Services, as may be described in the Documentation.

"Covered Services" means Optimizely APIs, SDKs and the Optimizely App Marketplace.

"Customer" means an Optimizely customer with a current subscription to an Optimizely Software Service that chooses to install Partner's Optimizely App.

"Customer Data" means any information (including Personal Data) that the Customer authorizes Optimizely to share with Partner's Optimizely App.

"Data Breach" means a breach of security associated with the Partner's Optimizely App leading to the accidental, unlawful, or unauthorized use, destruction, loss, alteration, disclosure of, or access to, Customer Data, Confidential Information, or Personal Data; or that might adversely affect the security of the Optimizely systems.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, which may include, as applicable, a "Business" as defined under the CCPA.

"Data Processor" means the entity that Processes Personal Data on behalf of the Data Controller.

"Data Subject" means an identified or identifiable natural person to which Personal Data pertains.

"Developer" means Partner, Partner's organization, its agents, employees and consultants.

"Developer Data" means electronic data and information submitted by Partner to the Covered Services. Developer Data includes, among other things, technical and operational data submitted by Partner in connection with Partner's Optimizely App and feedback provided by Partner to Optimizely in connection with the Covered Services. Developer Data does not include: (1) Content, (2) reports, data, assessments, analyses or compilations collected by, derived from, created by or returned by the Covered Services, including any derivative works, (3) Partner's Optimizely App(s), (4) Developer Personal Data or Confidential Information unless it is needed for Partner's Optimizely App Listing.

"Documentation" means resources and documentation that Optimizely makes available to Developers through Optimizely's [support pages](#), [API documentation](#), and other websites.

"DP Law" means all laws and regulations that apply to Processing of Personal Data under this Agreement, including applicable international, national, federal, state, provincial, and local laws, rules, regulations, directives and governmental requirements currently in effect, and as they become effective, relating in any way to privacy, data protection, or security, as well as the Payment Card Industry ("PCI") Data Security Standards.

"Listing" means the information provided for listing the Application on Optimizely's App Marketplace.

"Mark" means a trademark, service mark, design mark, logo or stylized script.

"Necessary Condition" means any of the following: (1) it is required by applicable law, rule, or regulation or otherwise required or requested by a court order or governmental authority; (2) Optimizely suspects that Partner or Partner's Optimizely App has Processed Customer Data in violation of the terms of these Terms or other applicable terms or policies; (3) Partner enters into a change of control transaction or transfers (or requests to transfer) any of Partner's rights or obligations under the terms of these Terms or other applicable terms or policies; (4) Optimizely determines in its sole discretion it is necessary to ensure that Partner and Partner's Optimizely App have deleted Customer Data in accordance with the terms of these Terms and all other applicable

terms and policies; or (5) Optimizely determines in its sole discretion it is necessary to ensure proper remediation of any non-compliance revealed by an audit.

“**Optimizely App Marketplace**” or “**App Marketplace**” or “**Marketplace**” means Optimizely’s online marketplace site where your Optimizely Application may be discovered and installed by Customers.

“**Personal Data**” means any information relating to a Data Subject (who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) that is collected, disclosed, stored, accessed or otherwise Processed under these Terms.

“**Process**”, “**Processing**” or “**Processed**” means to perform any operation or set of operations on data (including Personal Data and Customer Data), such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“**Records**” mean books, agreements, access logs, third-party reports, policies, processes, and other records regarding the Processing of Customer Data.

“**Sell**” means the definition prescribed to it in the CCPA.

“**Service Provider**” means an entity Partner use to provide services in connection with Partner’s Optimizely App.

“**User**” means any individual who is lawfully entitled to access and operate Customer’s account.

2. ACCESS TO COVERED SERVICES

2.1. Account Requirements. In order to use and access Optimizely's APIs to build an App, Developer must have or create an Optimizely account. Developer will keep all credentials secure and shall use the credentials as Developer's sole means of accessing Developer's account. Developer may not share account credentials with third parties.

2.2. Service Provision. Optimizely will make the Covered Services available to Developer, subject to: (a) the terms of these Developer Terms; and (b) the Documentation.

2.3. API Terms. Developer's use of Optimizely's APIs is also subject to the API Terms, which are incorporated herein by reference.

3. PARTNER RESPONSIBILITIES TO OPTIMIZEZY. Partner agrees to: (1) be solely responsible for the accuracy, quality, integrity and legality of Partner’s App; (2) use commercially reasonable efforts to prevent unauthorized access to or use of Partner’s App, and notify Optimizely promptly of any such unauthorized access or use (see “Data Breach Reporting to Optimizely” below); and (3) use the Covered Services only in accordance with the terms of these Terms, the Partnership Agreement, all other applicable terms and policies, the Documentation, and applicable laws and government regulations.

4. NO CONFLICT. Partner will (a) avoid any conflict of interest and will not engage in any intentional unethical conduct; and (b) Partner will not cause any reputational harm to Optimizely.

5. LICENSE GRANTED BY PARTNER. Partner grants Optimizely a non-exclusive, worldwide, royalty-free license to host, copy, transmit and display Partner’s App and Developer Data for use with the Covered Services. In addition, Partner grants Optimizely a revocable, non-exclusive, worldwide, royalty-free license to host Partner’s App on Optimizely servers and publish any information Partner provides to Optimizely in furtherance of Optimizely’s hosting and distributing of Partner’s App.

6. MARKS USAGE. Subject to the terms of these Developer Terms, each party grants to the other party a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the term of these Developer Terms to use the Marks of the grantor party solely to identify Partner’s App and Partner’s use of the Covered Services. Accordingly, Optimizely may use Partner’s Marks: (a) on Optimizely web pages and apps that identify Apps and App developers; (b) in Optimizely sales/marketing materials and communications; and (c) in connection with promotional activities to which the parties agree in writing. When using Optimizely’s Marks, Partner must comply with Optimizely’s published brand guidelines and all additional usage terms and guidelines that Optimizely provides to Partner in writing (if any). All goodwill generated from the use of any Marks will inure to the sole benefit of the Mark owner.

7. Testing and Certifications Requirements.

7.1. Pre-Deployment Testing. Prior to production deployment, Partner must complete: (a) Functional Testing (comprehensive testing of all API endpoints and data flows); (b) Security Testing (penetration testing and vulnerability assessment of integration components by qualified security professionals); (c) Performance Testing (load testing to verify the integration handles expected API volume without degradation); and (d) Error Testing (testing of error handling, retry mechanisms, and failover procedures).

7.2. *Certifications.* As required by Optimizely based on the nature, scope, and risk profile of the integration, Partner must obtain and maintain: (a) SOC 2 Type II or ISO 27001 certification (or equivalent security certification acceptable to Optimizely) for integrations processing sensitive Customer Data or requiring enterprise-grade security assurances; (b) any technical certifications that Optimizely makes available; and (c) GDPR and CCPA compliance attestation as applicable to Developer's operations and data handling practices. Optimizely will notify Partner in writing of specific certification requirements applicable to Partner's integration.

7.3. *Ongoing Testing and Recertification.* As required by Optimizely, Developer must conduct: (a) Monthly (automated integration health checks and basic functionality testing); (b) Quarterly (comprehensive security and performance review including periodic internal audits and vulnerability scans); and (c) Annually (full recertification of security controls and compliance status, with results provided to Optimizely upon request).

8. SUPPORT AND MAINTENANCE

8.1 *Developer Support Obligations.* Developer must: (a) provide first-level technical support to Customers for integration-related issues; (b) maintain current integration documentation and troubleshooting guides; (c) resolve critical integration issues within forty-eight hours and non-critical issues within five business days; and (d) provide Optimizely with monthly integration health reports in a format reasonably requested by Optimizely.

8.2. *Optimizely Support Obligations.* Optimizely support obligations for Developer's App are limited to: (a) provision and maintenance of current and accurate API documentation; (b) providing technical support for API-related issues; (c) providing thirty days' advance notice of planned API changes that may materially affect the integration; and (d) providing real-time API status and planned maintenance notifications as designated by Optimizely.

8.3. *Maintenance Windows.* (a) Developer must schedule maintenance windows outside of Customer business hours where reasonably practicable and provide forty-eight hours' advance notice to affected Customers; (b) Optimizely will coordinate API maintenance windows with Developer when reasonably practicable; and (c) both parties will use commercially reasonable efforts to provide advance notification for emergency maintenance affecting API availability.

8.4. *Version Management and Deprecation.* (a) Optimizely will maintain backward compatibility for API versions for at least twelve months after release of a new API version; (b) Optimizely will provide ninety days' advance notice of API deprecation with migration guidance; and (c) Developer must upgrade to supported API versions within six months of receiving deprecation notice.

8.5 *Performance Monitoring and Collaboration.* Both Parties agree to: (a) monitor integration performance and availability metrics; (b) share relevant performance data upon reasonable request; (c) collaborate in good faith on performance optimization initiatives; and (d) escalate critical performance issues through designated technical contacts identified as otherwise updated in writing.

9. DATA USE BY OPTIMIZELY. Optimizely may use Developer Data solely to the extent necessary to fulfill its obligations under these Terms. Optimizely will not sell, disclose, or share any Developer Data, in whole or in part, to or with any third-party. Once Partner submit Partner's App for use with the Covered Services, Optimizely will maintain appropriate, industry-standard technical and organizational measures to protect any data and information, including Personal Data, that it collects, accesses, processes or receives from Partner under these Terms in accordance with applicable DP Laws. Optimizely agrees to comply with all applicable DP Laws in performing its obligations under these Terms.

10. PROPRIETARY RIGHTS. Subject to the rights granted under these Developer Terms, Optimizely and its licensors reserve all rights, title and interest in and to the Covered Services (including reports, data, assessments, analyses or compilations of Developer Data, collected by, derived from, created by or returned by the Covered Services, including any derivative works thereof) and Content, including all related intellectual property rights. No rights are granted to the Developer other than as set forth in these Developer Terms. Subject to the limited licenses granted herein, Optimizely acquires no right, title or interest from Developer or its licensors under these Developer Terms in or to the Apps. Partner also agrees to defend, indemnify, and hold harmless Optimizely and its affiliates from and against any third-party claim, demand, action, suit, or proceeding, and all related losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees), alleging that Partner's App infringes any third-party rights.

11. FEEDBACK. Partner may provide and we encourage ongoing feedback directly to Optimizely regarding the Covered Services. Partner grants to Optimizely a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Covered Services any suggestion, enhancement request, recommendation, correction or other feedback Partner provides relating to the operation of the Covered Services for use by Optimizely and users of its offerings.

12. PROTECTION OF CONFIDENTIAL INFORMATION. Partner, as a Developer, may receive from Optimizely updates and information that is Confidential Information as defined in the Partnership Agreement. Partner agrees not to disclose such Confidential Information or any announcements that Optimizely notes as embargoed, and shall protect such Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

13. RELATIONSHIP BETWEEN PARTIES AND SALE. Optimizely and Partner agree that neither is the Data Processor of the other party, nor are the parties acting together as joint Data Controllers. Optimizely and Partner agree that no monetary or other valuable consideration is provided to either party in exchange for Personal Data and that data sharing conducted pursuant to these Developer Terms does not constitute a Sale of Personal Data.

14. DATA USE BY DEVELOPER. Partner agrees to comply with all applicable DP Laws in performing Partner's obligations under these Developer Terms, including without limitation: (a) providing notices of Data Breach to the Data Subject and appropriate government authorities as required by applicable DP Law; (b) make the privacy notice or privacy policy applicable to Partner's App readily available to the Customer, including via a link in Partner's App listing in the Marketplace; (c) Process Customer Data only in accordance with the above-referenced privacy notice or privacy policy, and only to provide or meaningfully improve the quality of the Customer's experience in Partner's App for which the Customer shared its Customer Data; (d) not sell Customer Data; (e) not use Customer Data to determine eligibility for credit or insurance, to be used primarily for personal, family, or household purposes, or in any other way that would cause the Customer Data to constitute a "consumer report" under Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. ("FCRA"); nor use Customer Data to take "adverse action" as that term is described in FCRA and the Equal Credit Opportunity Act, 15 U.S.C. § 1681, et seq. (ECOA) and their implementation regulations, against any individual; (f) only share Customer Data with a third party: (i) when required under applicable law or regulations; (ii) when the third-party is a Service Provider that satisfies the terms of these Developer Terms; and (iii) when a Customer expressly directs Partner to share its Customer Data with the third party; (g) implement reasonable measures to ensure that Partner's Optimizely App is not used by users under the age of 13 and does not collect Personal Data from users known to be under the age of 13 (or such age that would require parental consent under applicable DP Laws).

15. SERVICE PROVIDERS. Partner must ensure that any Service Provider Partner engages: (1) uses Customer Data solely for Partner and at Partner's direction in order to provide services Partner requested in a manner that is consistent with the terms of these Developer Terms, all other applicable terms and policies, Partner's privacy policy, and applicable DP Law, and for no other individual or entity and for no other purpose, including for the Service Provider's own purposes; (2) in the event the Service Provider engages another Service Provider ("Sub-Service Provider") in order to provide the services requested, requires the Sub-Service Provider to comply with the above requirements; (3) promptly ceases Processing Customer Data and delete all such data in their possession or control when you cease using the Service Provider or Sub-Service Provider. Upon Optimizely's request, Partner must provide a list of Partner's Service Providers and Sub-Service Providers. Optimizely may prohibit Partner's use of any Service Provider or Sub-Service Provider in connection with Partner's use of Customer Data if Optimizely believes that (4) they have violated the terms of these Terms or other applicable terms or policies or (5) they are negatively impacting Optimizely, Marketplace, other Optimizely products or services, or people who use Optimizely products and services, and will provide notice to you if we do. Upon such notice, you must promptly stop using that Service Provider or Sub-Service Provider in connection with Partner's use of Customer Data.

16. DATA BREACH REPORTING TO OPTIMIZEZY. Partner agrees to implement a data security incident management program which addresses how you and Partner's App will detect and manage data security incidents, including Data Breaches. Partner will notify Optimizely at privacy@optimizely.com and partnerships@optimizely.com without undue delay - but in no event later than 48 hours - after becoming aware of a Data Breach. Upon becoming aware of the Data Breach, Partner will, at Partner's own cost, immediately begin remediation of the incident leading to the Data Breach and reasonably cooperate with Optimizely, including by informing Optimizely in reasonable detail of the impact of the incident upon Customer Data, specific Customer accounts and Customers affected by the incident, and corrective actions being taken, and keeping Optimizely updated about Partner's compliance with any notification or other requirements under applicable DP Laws.

17. SECURITY MEASURES. Partner will implement and maintain technical and organizational safeguards for Partner's App that: (1) meet or exceed industry standards proportionate to the sensitivity of Customer Data it processes, (2) comply with applicable DP Laws, and (3) are designed to prevent any Data Breach or unauthorized Processing of Customer Data under the terms of these Terms or any other applicable terms or policies. In the event of a suspected Data Breach or event triggering a Necessary Condition, Optimizely may impose limitations on Partner's App, Partner's Marketplace Listing, or Partner's ability to use any portion of the Covered Services and require you to undergo a Compliance Review (see "Compliance Review" below) or other security testing.

18. DATA STORAGE. To the extent that Partner uses Apps interfaces to store data, Partner agrees that it will not store Personal Data (except as needed for Partner's App Listing), personal health data, or data that could be construed to infringe upon intellectual property rights.

19. TERM. These Terms begin on the date Partner accepts these terms and is effective until terminated in accordance with the Termination section below. As a result of Partner's use of the Covered Services and the grants given by the Developer under these Terms, Optimizely may develop products, services and features utilizing Developer Data which may be made available beyond the Term.

20. RETENTION AND DELETION OF DATA. Unless required to keep Customer Data under applicable law or regulation, Partner must delete all Customer Data as soon as reasonably possible: (1) when retaining the Customer Data is no longer necessary for a legitimate business purpose that is consistent with the terms of these Terms and all other applicable terms and policies; (2) when Partner stops operating the App through which the Customer Data was acquired; (3) when we request Partner deletes the Customer Data; (4) when the Customer requests their Customer Data to be deleted or no longer has an account with Partner; and (5) when required by applicable law or regulations, including DP Laws.

21. COMPLIANCE REVIEW. Optimizely may conduct an audit from time to time, but no more than once a calendar year unless there is a Necessary Condition, to ensure that Partner's and Partner's App's Processing of Customer Data is and has been in compliance with the terms of these Terms and all other applicable terms and policies upon reasonable notice. Partner will cooperate (and cause Partner's Service Providers to cooperate) with the audits, including by providing information and assistance as reasonably requested (including making Partner's personnel who are knowledgeable about Partner's or Partner's App's Processing of Customer Data available for Optimizely's questioning). If an audit reveals any non-compliance by Partner or Partner's Service Provider(s) then Partner will reimburse Optimizely for all of Optimizely's reasonable costs and expenses associated with conducting the audit and any related follow-up audits.

22. CERTIFICATIONS. From time to time, Optimizely may request Partner to certify, in writing, that it is in compliance with these Terms and all other applicable terms and policies, and the purpose or use of the Customer Data Partner has access to, and that each such purpose or use complies with these Terms and all other applicable terms and policies. All such certifications and attestations must be provided by an authorized representative of Partner.

PART III: GENERAL PROVISIONS APPLICABLE TO BOTH LISTING TERMS AND DEVELOPER TERMS

The following provisions apply to Partners subject to the Listing Terms (Part I), the Developer Terms (Part II), or both:

1. TERMINATION AND NOTICES.

1.1 Termination by Partner. Partner may terminate the applicable Terms (Listing Terms, Developer Terms, or both) without cause upon thirty (30) days' written notice (email acceptable) to Optimizely at partnerships@optimizely.com, marked for the attention of VP Partnerships.

1.2 Resumption After Termination. If after termination Partner uses the Covered Services or lists an App on the Marketplace again, the applicable Terms will apply with an Effective Date that is the date on which Partner first uses such services again.

1.3. Termination by Optimizely. Optimizely may terminate the applicable Terms (or any part thereof) or close Partner's Marketplace account at any time for any or no reason, in accordance with the Partnership Agreement, by notifying Partner.

1.4. Termination for Breach. Either party may terminate the applicable Terms immediately upon notice to the other party if the other party materially breaches such Terms, and if capable of cure, does not cure the breach within ten (10) days after receiving notice specifying the breach.

1.5. Partial Termination. If the material breach affects only: (a) Listing activities, Optimizely may terminate only the Listing Terms (Part I); (b) API/Developer activities, Optimizely may terminate only the Developer Terms (Part II); or (c) Certain Covered Services, the non-breaching party may choose to terminate only the affected Covered Services.

1.6. Relationship to Partnership Agreement. Terminating these Terms will not immediately terminate the Partnership Agreement. Optimizely and Partner may only terminate the Partnership Agreement according to its terms. These Terms will automatically terminate if the Partnership Agreement is terminated.

2. PARTNER RESPONSIBILITIES IN OPTIMIZEY ACCOUNTS. Partner is responsible for all activities that occur in Partner's Optimizely account(s) and for compliance with these Terms. Partner is also responsible for all activity Partner's App executes within the account of any Customer that has installed Partner's App.

3. NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED SERVICES AND CONTENT ARE PROVIDED "AS-IS" AND "AS AVAILABLE," WITH ALL FAULTS AND EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. OPTIMIZEY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OPTIMIZEY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. THE COVERED SERVICES MAY CONTAIN BUGS OR ERRORS. ANY PARTICIPATION IN OR USE OF THE COVERED SERVICES OR CONTENT IS AT PARTNER'S SOLE RISK. YOU ACKNOWLEDGE THAT OPTIMIZEY MAY DISCONTINUE THE COVERED SERVICES AT ANY TIME IN ITS SOLE DISCRETION.

4. UPDATES TO THESE TERMS

4.1. *Right to Modify.* Optimizely reserves the right to change these Terms at any time at its sole discretion.

4.2. *Notice of Changes.* Optimizely will give Partner notice of the changes by posting an updated version of these Terms online. Updated Terms are effective on publication, and notice (Email sufficient) to the Partner.

4.3. *Effective Date of Changes.* Any other changes to these Terms will be effective fifteen days after Optimizely post them or otherwise notify Partner of them, unless Optimizely specify a different effective date when Optimizely make a particular change.

4.4. *Immediate Changes.* However, Optimizely may change this Supplement with effect as of the date we post the changes or otherwise notify Partner of them, to change existing features or add additional features to the Covered Services that do not materially adversely affect Partner's App, or for legal, regulatory, fraud or abuse prevention, or security reasons. Partner is responsible for checking for updates to these Terms. If Partner continues to make Partner's App available after the effective date of any changes, it constitutes Partner's acceptance of the changes. If Partner does not agree to a change, Partner must delete Partner's App and terminate these Terms.

4.5. *Partner's Responsibility.* Partner is responsible for checking for Terms updates.

4.6. *Acceptance of Changes.* If Partner continues to make its App available on the Marketplace or use the Covered Services after the effective date of any changes, it constitutes Partner's acceptance of the changes.

4.7. *Rejection of Changes.* If Partner does not agree to a change, Partner must delete its App from the Marketplace, cease using the Covered Services, and terminate these Terms.

5. LIMITATION OF LIABILITY. EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL OPTIMIZE HAVE ANY LIABILITY TO PARTNER OR DEVELOPER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT PARTNER OR DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Relationship to Other Agreements. Partner may be or become entitled to receive access to other Optimizely services under a separate agreement with Optimizely. In that case, that separate agreement will govern Partner's access to the other Optimizely services, but will not govern Partner's access to Content accessed via the Covered Services, except as otherwise noted in these Terms or Apps listed on the Marketplace.

7. Miscellaneous.

7.1. *Assignment.* Partner may not assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Optimizely (not to be unreasonably withheld). Optimizely may assign these Terms without Partner's consent.

7.2. *Governing Law.* These Terms shall be governed exclusively by the internal laws of the State of New York without regard to its conflicts of laws rules.

7.3. *Jurisdiction.* Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in Manhattan in New York City, New York, to adjudicate any dispute arising out of or relating to these Terms. Notwithstanding the foregoing, Optimizely will be entitled to seek injunctive remedies or other types of urgent legal relief in any jurisdiction.

7.4. *No Third-Party Beneficiaries.* There are no third-party beneficiaries under these Terms.

7.5. *Entire Agreement.* These Terms (including Part I, Part II, and Part III, as applicable to Partner) together with the Partnership Agreement constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and signed by the party against whom the change is to be asserted.

7.6. *Conflict & Order of Precedence.* In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the Partnership Agreement; (b) any exhibit, schedule or addendum to these Terms; (c) the body of these Terms (with Part III prevailing over Parts I and II in the event of conflict regarding general provisions); and (d) the Documentation.

7.7. *Execution.* These Terms may be executed by facsimile, electronic signature, and in counterparts.

7.8. *Headings.* Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.

7.9. Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.10. Waiver. No waiver of any provision of these Terms shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

7.11. Independent Development. Partner understands Optimizely may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with Partner's App, and nothing in these Terms will be construed as restricting or preventing Optimizely from doing so.

7.12 Revenue Sharing and Commercial Terms. Revenue sharing arrangements, co-selling agreements, referral fees, or other commercial terms, if any, shall be governed solely by a separate Partnership Agreement between the parties (such as a Solution Partner Agreement or Technical Partner Agreement). These Terms do not establish any revenue sharing obligations or commercial arrangements unless expressly stated in such Partnership Agreement. Partners listing Apps on the Marketplace without a separate Partnership Agreement containing commercial terms shall manage all customer billing, payments, and commercial relationships independently.

7.13 Force Majeure. Neither party shall be liable for any failure or delay in performance under these Terms (except for payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, civil unrest, war, epidemics, pandemics, government actions, or failure of public utilities or communication networks.

7.14. Notices. All notices under these Terms shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile or electronic mail; (c) sent by commercial overnight courier with written verification of receipt; or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the Partnership Agreement or as otherwise updated by either party in writing.

7.15. Survival. The following provisions shall survive the termination of these Terms: "Proprietary Rights" (Part II, Section 10), "Protection of Confidential Information" (Part II, Section 12), "Partner Responsibilities" (Part II, Section 3 and Part III, Section 2), "Partner Restrictions and Responsibilities" (Part I, Section 3), "No Warranty" (Part III, Section 3), "Limitation of Liability" (Part III, Section 5), "Relationship to Other Agreements" (Part III, Section 6), and "Miscellaneous" (Part III, Section 7), along with any other provisions that by their nature should survive termination.

8. MARKETPLACE POSITIONING AND PROMOTION

8.1 Standard Listing. All Partners listing Apps on the Marketplace will receive standard listing features as determined by Optimizely from time to time.

8.2 Enhanced Positioning. Partners with executed Solution Partner Agreements or Technical Partner Agreements may receive differentiated positioning, enhanced promotion, co-marketing opportunities, or additional enablement within the Marketplace as specified in such agreements.

8.3 No Endorsement. Except as expressly stated in a separate Partnership Agreement, inclusion in the Marketplace does not constitute Optimizely's endorsement, recommendation, or warranty of Partner's App.