

# OPTIMIZELY SUPPORT POLICY

This Support Policy is part of the agreement for certain Software Service or Managed Service ("Services") between Optimizely and Customer.

As part of Optimizely's Support, which intends to provide a consistent support experience for all Services, Optimizely offers the following **standard** support levels, which are included in the Fees for applicable Service as stated in the Order Form unless alternative support terms are specified in the Agreement for the applicable Software Service.

This Support Policy is subject to update from time to time in accordance with the applicable Agreement.

#### **1.** <u>DEFINITIONS</u>.

**1.1** All capitalized terms not defined in this Support shall have the meaning attributed within the applicable Agreement. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

#### 2. <u>ADDITIONAL DEFINITIONS.</u>

2.1 "Business Day" means a day of the week that is not: a Saturday, Sunday, or any day which is defined as a Public Holiday.

**2.2** *"Hosted Services"* mean Optimizely-hosted Software or Service, including hosted infrastructure, applications, security, monitoring, storage, web development and website hosting.

2.3 "*Incident*" means the occurrence of an event, of which is not part of the standard operation of the Service that has either caused or may be reasonably expected to cause a reduction or an interruption to the quality of the Service.

2.4 *"Managed Service*" means the management of a Service as set out in the Agreement, including applicable Order.

2.5 "*Problem*" shall mean the unknown root cause of one or more Incident(s).

2.6 *"Public Holiday"* means: (i) if Customer's primary business is domiciled in the Americas, any public or federal holiday in the United States of America; (ii) if Customer's primary business is domiciled in Europe, Africa or in the Middle East, any public holiday in Sweden; or (iii) if Customer's primary business is domiciled in Asia-Pacific (including Australia and New Zealand), any public holiday in Australia.

2.7 "Service" means the applicable Software Service or Managed Service.

**2.8** *"Technical Support Services"* (*"TSS"*) mean the primary contact between Customer and Optimizely for assistance and/or the handling of all Incidents, Problems, and/or Service Requests.

2.9 "Service Request" means a Customer-initiated request and/or inquiry submitted to Technical Support Services relating to Customer's Use of the applicable Service - for example, a Service Request may include: (i) a change in Service platform configuration; (ii) deployment of new or edited code; or (iii) a change of password.

2.10 "Service Level Objective" ("SLO") means the support response targets set in this Support Policy.

2.11 *"Technical Support Services"* means Optimizely's customer support.

**2.12** *"Transition Assistance Service"* means the services described in the Transition Plan to be performed by Optimizely to facilitate Customer's transition off the applicable Service, including its migration of Customer Data.

2.13 "*Transition Plan*" has the meaning ascribed in Section 7 of this Support Policy.

**2.14** "*Workaround*" means (in the context of a Service Request) a temporary fix, solution or technique used to either: (i) avoid an Incident or Problem; or (ii) allow Customer to continue its Use of the Service while Optimizely works to find and provide solution.

#### 3. NOTIFICATIONS

**3.1** *Announcements.* Announcements of scheduled downtime, emergency downtime, and general incidents which may affect the Service are made on the Optimizely's Status Page at <u>https://status.optimizely.com</u> ("**Status Page**"). Customer may subscribe to information published on Optimizely's Status Page. Notifications can be made available over email or SMS, among other options. Customer may request copies of log files that show Customer's Use of the Services, as well as other statistics that Fees are based on. Log files are saved by Optimizely for no less than sixty (60) days after the issue date of the invoice. For the avoidance of doubt, Customer must subscribe to the Optimizely Status Page to receive such notifications.

**3.1.1** Customer Specific Notifications. Notifications related to Customer's specific solution can be made available over phone, email, or SMS. Notifications are communicated to Customer Technical Contact defined in onboarding process form unless otherwise agreed in writing.



**4.** <u>SUPPORT LEVEL DETAILS</u>

## 4.1 Technical Support Services Contact Details.

Technical Support Services Contact Information			
Electronic / Online	Phones		
Email: support@optimizely.com	AUS: +61 (0)2 9248 7215		
Web: https://support.optimizely.com/	DACH: +49 30 76 80 780		
	<b>SWE</b> : +46 (0)8 555 827 50		
	<b>UK</b> : +44 (0)800 066 4784 (Toll free)		
	US: +1 877 383 0885 (Toll free)		

## 4.2 *Support Levels* – Optimizely offers three (3) levels of support which are described below.

Support Level	Support Hours of Operation	How to Contact Optimizely	Incident & Problem Handling	Service Request
Standard and Enhanced	24/7/365	> Web > Email > Phone	It will always be handled 24/7/365.	12/5 Business Days (8am to 8pm CET/EST/AEDT)
Premium Support	24/7/365	> Web > Email > Phone	It will always be handled 24/7/365.	24/7/365 Target initial response time (SLO): within 6 hours

# 5. <u>SERVICE LEVEL OBJECTIVES (SLOs)</u>

#### 5.1 *Optimizely works with Priority Levels for.*

Priority	Description	Target Initial Response Time (SLO)	Coverage	Customer Requirements
1	<ul> <li>Critical production issue that severely impacts Customer's</li> <li>Use of the Service and/or halts Customer's business</li> <li>operations and no procedural workaround exists:</li> <li>Service is inoperable;</li> <li>Security Incident that requires site blockage or stoppage to contain a potential or suspected threat.</li> </ul>	Within 30 minutes	24/7/365	Customer and/or its Authorized User must have dedicated resources available to work on the issue on an ongoing basis with Optimizely.
2	<ul> <li>Major functionality of the Service is severely impaired and/or significant performance degradation is experienced, and no reasonable workaround exists:</li> <li>High impact to business operations;</li> <li>Service can continue in a restricted fashion, although long-term productivity might be adversely affected;</li> <li>Important features of the Service(s) are unavailable, however, business operations can continue in a restricted fashion;</li> <li>A major milestone is at risk: Ongoing and incremental installations are affected.</li> </ul>	Within 1 hour		
3	<ul> <li>Partial, non-critical loss of functionality of the Service(s), and a short-term workaround is available, but is not scalable:</li> <li>Impaired operations of some components of the Service(s), however, Customer and/or its Authorized Users can continue using the Service(s);</li> <li>Initial installation milestones are at minimal risk, partial, non-critical loss of use of the Service(s) with a medium-to-low impact on business operations, and business operations can continue to function.</li> </ul>	Within 4 hours	24/7 Business Days (8am to 8pm CET/EST/AEDT)	Not applicable
4	<ul> <li>General technical inquiries about the Service. Cosmetic issues, including errors in the documentation:</li> <li>Customer Inquiry regarding a routine technical issue;</li> <li>information requested on application capabilities, navigation, installation, or configuration;</li> <li>bug affecting a small number of users.</li> </ul>	Within 24 hours		



**5.2** *Problem Management*. If recurring Incidents indicate a Problem and the Problem is related to the Service provided by Optimizely, the Support Desk will engage in Problem management to find the root cause ("**Problem Management**"). In case the root cause is unknown, Technical Support Services will work together with Customer to find the root cause. The severity and urgency levels are connected to its counterparts in Incident Management described above.

5.3 *Service Request*. Customer has Service questions or has an operational request (e.g., password reset or new deployment).

Support Hours of Operation	Target Initial Response Time	Target Resolution Time
Business Days	By the next Business Day	Within 2 Business Days or as otherwise agreed by the Parties

#### 6. <u>ESCALATION PROCESS</u>

6.1 Optimizely uses a standardized escalation procedure, as shown below. Optimizely shall have an objective that all Incidents and/or Problems are handled by Optimizely support operations but shall make further escalation available. Escalation is always based on Customer's perception of the state of the applicable Service(s). All escalations will follow the applicable Service's standard operating procedures.



#### 6.2 *Escalation Contacts*

Escalation Contact Information			
Team Lead Management			
Email	MSTeamLead@optimizely.com	Email	MSManagement@optimizely.com
Phone	AUS: +61 (0)2 9248 7215	Phone	AUS: +61 (0)2 9248 7215
	DACH: +49 30 76 80 780		DACH: +49 30 76 80 780
	SWE: +46 (0)8 555 827 50		SWE: +46 (0)8 555 827 50
	<b>UK</b> : +44 (0)800 066 4784 (Toll free)		<b>UK</b> : +44 (0)800 066 4784 (Toll free)
	<b>US</b> : +1 877 383 0885 (Toll free)		<b>US</b> : +1 877 383 0885 (Toll free)

### 7. <u>CUSTOMER TRANSITION ASSISTANCE SERVICE</u>

7.1 Customer will have access to their data post termination of their subscription through the same approaches as during the active subscription. Any exit transition assistance is subject to additional fees.

**7.2** *Exit Transition Assistance Service.* Subject to the Agreement, upon the expiration of an applicable Order, or earlier termination of the Agreement, provided that Customer has paid any outstanding Fees, Customer may request assistance from Optimizely to move off of the terminated Software Service. Upon such request, Optimizely shall reasonably assist Customer with the transfer of Customer Data to either: (i) another service provider of Customer's choice; (ii) to Customer; or (iii) to an Authorized User nominated by Customer. Prior to the enactment of Transition Assistance Service, the Parties shall agree, in writing on a formal plan of the Transition Assistance Service that will be provided by Optimizely ("Transition Plan"). Additional fees may be incurred by Customer for Transition Assistance Service, as described below.

#### 7.2.1 Description of Exit Transition Assistance Service

Transition Assistance Service Provided by Optimizely			
Transition Assistance Service Type	Description	Additional Fees	
Usage/storage details	Provide information to Customer detailing Customer's current usage and storage allocation to enable discussions with potential alternative vendor.	Subject to Section 7.3 below.	
Potential vendor required information	Discuss with Customer the information required by Customer's potential alternative vendor. diligence exercise in relation to the provision of the Service(s).	Subject to Section 7.3 below.	
Technical problems during transfer	Assistance from Technical Support Services as may be reasonably necessary to resolve technical problems during the transfer of Customer Data.	Subject to Section 7.3 below.	
Attendance relevant resources	Ensuring the attendance of relevant personnel at meetings as may reasonably be required.	Subject to Section 7.3 below.	
Data export format	Optimizely will provide data export as-is, and data will be exported in the same format as it has been used within the Cloud Service(s); and in an industry standard format.	Not applicable.	
File transfer location	Optimizely will primarily provide a secure file transfer storage location to act as the download location for Customer, to access and download Customer Data.	Not applicable.	



**7.3** *Transition Assistance Service Fees.* Any applicable fees due to Optimizely for Transition Assistance Service shall be based on Optimizely's then-current rates. The Transition Plan and Transition Assistance Service fee(s) shall be formalized in a signed statement of work.

**7.3.1** No Obligation. Optimizely is not obliged to provide Transition Assistance Service if the Agreement was terminated by Optimizely due to Customer's uncured breach of the Agreement.

**7.3.2** Surrounding Costs. Customer shall be responsible for the cost of any packaging, shipping, insurances, media, or network services related to the transfer of any items from Optimizely to Customer as part of Transition Assistance Service.

**7.3.3** Other Fees Remain Payable. Customer shall continue to pay Optimizely all applicable Fees in relation to the ongoing provision of the Service throughout the Transition Plan to the effective date of expiration of the applicable Order.

## **8.** <u>SERVICE LIFECYCLES</u>

**8.1** Optimizely may discontinue certain Service from time to time. Assistance support and application support for Services that cease to be sold and/or no longer subject to upgrades, patches, or maintenance by Optimizely is published at <a href="https://world.optimizely.com/service-and-product-lifecycles/discontinued">https://world.optimizely.com/service-and-product-lifecycles/discontinued</a>.