

## OPTIMIZEZY SUPPORT POLICY

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

Unless Premium Support has been purchased with a Subscription, Support is otherwise Standard level of Support only.

This Support Policy applies to all new (or renewed) Subscriptions with a Subscription commencement date on/after 02 July 2025. For any software Service or Managed Service Subscription with an effective Subscription commencement date prior to 02 July 2025, the Support Policy of 21 May 2024 (available at <https://www.optimizely.com/legal/support-policy>) (the “Prior Policy”) continues to apply to that prior Subscription. Premium Support as detailed under this Support Policy only applies when Premium Support is newly purchased.

### 1. SUPPORT & SERVICES

- 1.1. Optimizely support is made available at <https://www.optimizely.com/support/>, as that site may be updated from time to time.

### 2. SUPPORT OFFERING DETAILS

- 2.1. Support Offering – Optimizely offers two offerings of support: Standard and Premium.

SUPPORT FEATURE	Standard Support	Premium Support
Hours of operation	24/7/365	24/7/365
Help Center	Yes	Yes
Access to Support Portal	Yes	Yes
Optimizely response method	Portal, Email	Portal, Email, Phone
Service Level commitment	99.7%	99.9%
24/7 Advanced Service Level Objectives	No	Yes
24/7/365 Prioritized Technical Support	No	Yes
Designated Technical Support Engineer	No	Yes
Designated Team Routing	No	Yes
Premium Support Health Check Review	No	Yes
Technical Account Manager	Not Available	10 Credits

### 3. FEATURE DESCRIPTIONS, AND APPLICABLE DEFINITIONS

- 3.1. All purchases of Optimizely Academy are final and non-refundable.

#### Target Response Time Objectives (“RTOs”)

Severity - (defined below)	Initial Response Time Objective - Standard Support	Initial Response Time Objective - Premium Support	Continuous Reply Time Objectives – Premium Support
Severity 1	30 min	15 min	1 hour
Severity 2	1 hour	1 hour	8 hours (business hours)
Severity 3	4 hours	4 hours	Every business day
Severity 4	24 hours	24 hours	3 business days

- 3.2. *Business Day* means a day of the week that is not: a Saturday, Sunday, or any day which is defined as a Public Holiday.
- 3.3. *Dedicated Team Routing Requests* are routed to your Designated Technical Support Engineer, including other named resources who knows your custom implementation to provide answers that matter.
- 3.4. *Response* means Optimizely’s response to a Support ticket.

- 3.5. *Response Time Objectives ('RTOs')* are target response times. Response Time Objectives are applied for tickets submitted by your named Technical Contacts and your Allowed ticket submitters through the portal.
- 3.6. *Designated Technical Support Engineer.* For Premium Support Customers, a designated Technical Support Engineer will be aligned with the Customer's primary business hours to curate a personalized support profile that documents all critical workflows, integrations, and speak to holistic solutions that map to the Customer's custom footprint.
- 3.7. *Help center* is our online Academy where training and learning courses are presented. Our online community including documentation for all our products, developer and user guides, and release notes - <https://world.optimizely.com/>.
- 3.8. *Premium Support Health Check Review* includes an evaluation of Customer's environment and operations to ensure optimal performance, security, and reliability. A review of current access, contact information and previous month's tickets together with learnings and observations is also part of the review.
- 3.9. *Prioritized Technical Support* All issues prioritized in the queue 24/7 driven by the Response Time Objectives.
- 3.10. *Response* is defined as Optimizely employee acknowledgement of ticket submitted by Customer-allowed ticket submitter(s).
- 3.11. *Service* means (i) the applicable Software Service ("Software Service") or (ii) the management of on-premise software as described in an applicable Optimizely order ("Managed Service").
- 3.12. *Service Request* means a Customer-initiated request and/or inquiry submitted to Technical Support Services relating to Customer's Use or implementation of the applicable Service - for example, a Service Request may include: (i) a change in Service platform configuration; (ii) deployment of new or updated application; (iii) a change of password; or (iv) support during issues caused by change in implementation / customization of Optimizely software.
- 3.13. *Severity Levels* are defined as follows
- 3.13.1. *Severity 1* means a critical production issue that prohibits Customer's Use of the Service and/or halts Customer's business operations, and no procedural workaround exists.
- 3.13.2. *Severity 2* means production issue in which major functionality of the Service is severely impaired and/or significant performance degradation is experienced, and no reasonable workaround exists.
- 3.13.3. *Severity 3* means a product Incident involving a partial, non-critical loss of functionality of the Service, and a short-term workaround is available, but is not scalable.
- 3.13.4. *Severity 4* means a production Incident involving general technical inquiries about the Service, cosmetic issues and errors in the documentation.
- 3.14. *Target Initial Response time* for Severity 1 Service Requests. Optimizely works with service level objectives for a Severity 1 Service Request under Standard Support. Optimizely has a target initial response time of no more than 30 minutes. This Target Initial Response time can be upgraded by choosing the Premium offering.
- 3.15. *Response Time Objective Failures.* If Optimizely fails to achieve an applicable RTO for more than five percent of a Customer's Premium Support Request ("PS-R") in any **three month** period, then, upon Customer request, Optimizely shall deliver to the Customer a plan of corrective action ("PCA"). Optimizely will discuss the proposed PCA with Customer. Customer and Optimizely will consider and discuss in good faith for Optimizely to supply additional resources so as to commercially reasonably facilitate any necessary improvement in the RTO, and upon agreement with Customer, Optimizely shall take (at its costs and expense) adopt commercially-reasonable efforts to implement agreed PCA. In the event that Optimizely fails to achieve the RTO for over five percent of its required Responses to the Customer's PS-R's. in **each month** for **three consecutive months** (a "Material RTO Failure"), Customer shall, within **thirty days** following the occurrence of the Material RTO Failure in the **third consecutive month**, have the right (as its sole and exclusive remedy) to terminate the Premium Support Subscription upon **thirty days** written notice to Optimizely. Upon a termination for Material RTO Failure, Optimizely will, upon request, refund Customer, any prepaid unused Subscription Fee, on a prorated basis, as such refund shall be Optimizely's sole liability to Customer for that Material RTO Failure
- 3.16. *Technical Account Manager* - (or "TAM") - serves as a dedicated expert resource, functioning as a Solutions Architect for up to **4 hours a month**, with appropriate product knowledge to provide technical consulting, support, and strategic guidance as a program expands. More information on the TAM can be found at Optimizely Service Description | Optimizely Developer Community.
- 3.17. *Technical Support Services* refers to the services provided to help users solve problems or issues with Optimizely software services. Typical examples include troubleshooting technical problems, configuring software or platform, and answering user questions about how to use the software.
- 3.18. *No Other PSR Representations.* Other than the RTO itself, Optimizely makes no other representation, warranty, promise of other commitment as to timing of resolution, or Optimizely's ability to in fact resolve, any Premium Support Request.

#### 4. CUSTOMER TRANSITION ASSISTANCE SERVICE

4.1. *Data Access.* Customer Data remains accessible for a period of **thirty days** after the expiration of the Services term for download by Customer from the Service (subject to any technical limitations), or otherwise from Optimizely via a Support ticket lodged within that period. Optimizely may restrict that Customer Data access if Customer is not current with its Fees.

4.2. *Exit Transition Assistance Service.* Provided that Customer has paid all outstanding Fees, Customer may request exit assistance services from Optimizely at the expiry or termination of an applicable Order or Agreement. The following exit assistance services (“Transition Assistance Services”) will be provided without additional charge by Optimizely (except for costs such as media or network services related to the transfer of any items from Optimizely to Customer as part of the Transition Assistance Services): (i) data transfer services: 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; and (ii) file transfer services: Optimizely will primarily provide a secure file transfer storage location to act as the download location for Customer, to access and download Customer Data. Prior to the provision of Transition Assistance Service, the Parties shall agree on a formal written plan of the Transition Assistance Service to be provided by Optimizely (“Transition Plan”). Additional fees may be incurred by Customer for Transition Assistance Service, as described below.

Exit Transition Assistance Service provided by Optimizely

Exit Transition Assistance type	Description	Standard / Customized <sup>1</sup>
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 Service(s); and in an industry standard format.	Standard
FTP storage location	Optimizely will primarily provide FTP storage location to act as the download location for customer, to access and download customer data.	Standard
Usage/storage details	Provide information to customer detailing customer’s current usage and storage allocation to enable discussions with potential alternative vendor.	Customized
Potential vendor required information	Discuss with customer the information required by customer’s potential alternative vendor required to perform a technical verification and other due diligence exercise in relation to the provision of the service(s).	Customized
Technical problems during transfer	Assistance as may be reasonably necessary to resolve technical problems during the transfer of customer data.	Customized
Attendance relevant resources	Ensuring the attendance of relevant personnel at meetings as may reasonably be required.	Customized

4.3. *Transition Plan.* Prior to the provision of Transition Assistance Service, the Parties shall agree on a formal written plan of the Transition Assistance Service to be provided by Optimizely (“Transition Plan”). Additional fees may be incurred by Customer for Transition Assistance Service, as described below.

4.4. *Additional Transition Assistance Service Fees.* Optimizely and Customer may mutually agree to further Transition Assistance Services. Such services 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.

4.5. *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.

4.6. *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.

#### 5. SERVICE LIFECYCLES

5.1. 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 <https://world.optimizely.com/service- and-product-lifecycles/discontinued>.

<sup>1</sup> As needed, Customized Exit Transition Assistance will be described in the applicable Statement of Work (SoW).

6. DEFINITIONS

6.1. All capitalized terms not defined in this Support Policy 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.

7. CONTACT DETAILS

7.1. Contact information for Technical Support Services is available at <https://www.optimizely.com/support>.

8. UPDATES

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