



OPTIMIZEZY SERVICE LEVEL AGREEMENT

1. This Service Level Agreement (“SLA”) forms part of the Agreement between Optimizely and Customer with respect to the technical availability of the applicable Software Service or Managed Service (“Service”), and Customer’s rights and remedies in relation thereto.

2. NOTIFICATIONS

2.1 **Announcements.** Announcements of scheduled downtime, emergency downtime, and general incidents which may affect the Service are made on the Optimizely’s Status Page at <https://status.optimizely.com> (“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.

2.2 **Reason For Outage (“RFO”).** RFO Report will only be supplied (upon request) if the defined SLA level is expected to be breached or has already been breached.

3. AVAILABILITY

3.1 **Availability Calculation.** For each Applicable Monthly Period, Availability is calculated using the following formula:

$$\text{Availability} = \left(\frac{\text{Launched Time} - \text{Excluded Downtime} - \text{Downtime}}{\text{Launched Time} - \text{Excluded Downtime}} \right) * 100$$

3.1.1 *For example:* If during a 30-day month (30 days = 43,200 minutes), there were 40 minutes of Excluded Downtime and 20 minutes of Downtime, then the Availability calculation would be:

$$\text{Availability example} = [(43,200 - 40 - 20) / (43,200 - 40)] * 100 = (43,140 / 43,160) * 100 = 99.95\%$$

3.1.1.1 Calculation Detail:

Service Credit Level (percentage %)	Service Level Period (minutes)
0%	720h down to 719h17m (43 minutes downtime)
10%	719h16m to 718h17m. (60m increment)
20%	718h16m to 717h17m. (60m increment)
30%	717h16m to 716h17m. (60m increment)
40%	716h16m to 715h17m. (60m increment)
50%	715h16m to 714h17m. (60m increment)

3.2 **Service Monitoring.** Optimizely checks the Service once per minute following the Launch of the Service. For the avoidance of doubt, such “checks” shall not count towards Customer’s Usage Metric limit, as set out in the applicable Order. Starting from the Launch of the Service, Optimizely monitors the Availability of the Service supported under this SLA, twenty-four (24) hours per day, except for during any Excluded Downtime. If the Service is unavailable, an alert will be sent to Technical Support Services and shall be addressed between the Parties in accordance with this SLA.

3.3 **Scheduled Maintenance.** – Optimizely may schedule maintenance of the Software Service with **at least ten Business Days** prior notice. Such maintenance is ordinarily scheduled outside of normal business hours for the applicable Region.

3.4 **Emergency Downtime.** In case of an Emergency, Optimizely may schedule downtime for that Emergency maintenance with or without notice. Optimizely will endeavor as much advanced notice as is practical in the circumstances. Emergency downtime will be limited in time and extent as is appropriate.

4. SERVICE CREDIT(S) AND COMPENSATION

4.1 **Availability.** Optimizely will make every reasonable effort to ensure Customer is provided the maximum Availability of the Service(s).

4.2 **Service Credits.** Subject to section 4.3 below, if there is an Availability failure in a given month, Customer’s sole and exclusive remedy is the Service Credit for the affected Service, and Optimizely’s sole liability will be the issue of the applicable Service Credits, as outlined in Sections 4.3 to 4.5 below. Service Credits only apply to production Environments provided as part of the Service(s) that are used in production and shall exclude non-production Environments.

4.3 **How to claim a Service Credit.** For Customer to be awarded a Service Credit, Customer must contact Optimizely and submit a claim for such Service Credit. All Service Credit claims must be submitted to support@optimizely.com. Any Service Credit claim not submitted to



support@optimizely.com will not be processed by Optimizely. Customer's claim for a Service Credit in accordance with this Section must be made within thirty (30) days following the end of the period for which the reduction is sought.

4.4 Reimbursement. Service Credits awarded by Optimizely to Customer will be made available in the following ways:

4.4.1 Default solution – The default solution is for Service Credits to be made available as a credit on the next invoice from Optimizely for that Service; or

4.4.2 Secondary solution – where it is not possible to apply the default solution, the Service Credits are made available as a credit on the next invoice from Optimizely for another Service; or

4.4.3 Alternative solution – where it is not possible to apply the default solution or the secondary solution (e.g., if the Agreement has been terminated), Service Credits will be made available as a refund to be paid by Optimizely to Customer.

4.5 Reservation. Optimizely reserves the right to deny any claim(s) for Service Credits if Customer has any overdue, undisputed invoices at the time.

4.6 Successive Monthly Availability Failures. In the event Availability falls by 0.20% for **three consecutive months**, or **four or more months during any twelve-month period**, Customer may, as its sole and exclusive remedy, terminate the affected Service by providing Optimizely with written notice **within thirty days** after the failure, and Optimizely's sole liability will be to refund to Customer its unused prepaid Fees, from the effective date of Customer's termination.

5. DEFINITIONS. All capitalized terms not defined in this SLA 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.

5.1 "Applicable Monthly Service Fee" means monthly fee(s) set forth within the Agreement and/or Order. For the avoidance of doubt, in the event that any fee is described in the Order Form as an annual fee Optimizely will calculate the applicable monthly fee by dividing the annual fee by applicable monthly period, for example twelve months.

5.2 "Applicable Monthly Period" means the number of days within a calendar month that Customer's Subscription is in effect.

5.3 "Availability" means the availability metric of the applicable Service and measured with two (2) decimal places (99.70%, 99.90%, for example).

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

5.5 "Change" means any modification of the Service.

5.6 "Downtime" means the total number of minutes in an Applicable Monthly Period during which the applicable Service is unavailable, except for Excluded Downtime. Downtime is calculated from the point either when alerted by Optimizely monitoring systems or when Customer informs Optimizely that the Launched Service is unavailable until the point when the Availability has been restored.

5.7 "Emergency" means unavailability caused by factors outside of Optimizely's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

5.8 "Environment" means the Customer's production environment of the applicable Service, and it does not refer to an integration or pre-production or such other non-productive environments. The Environment may be further defined in the applicable Service Description.

5.9 "Launch" or "Go-Live" means the date on which both of the following have been completed: **(i)** the Service is made available to Customer; and **(ii)** Customer's production Environment has been publicly released.

5.10 "Launched Time" means the number of minutes in the Applicable Monthly Period after a Service was Launched and before the Service was decommissioned, or Subscription was terminated.

5.11 "Optimizely" means the relevant Episerver or Optimizely group company under the applicable Agreement.

5.12 "Optimizely Software" is defined in the Software Services User Agreement, but in the absence of that definition in the applicable Agreement it means for the purposes of this SLA, Optimizely-owned software.

5.13 "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 Sydney, Australia.



5.14 ***"Excluded Downtime"*** means downtime that is i) scheduled in advance by Optimizely or by Customer; ii) triggered or as a result of a request, inaction or non-compliance by Customer; iii) triggered or initiated manually from the applicable PaaS portal (for PaaS Services); iv) caused by Customer's utilization of Third-Party Materials in its use of the Services; or v) caused by an Emergency.¹

5.15 ***"Service Credit"*** means the percentage of the Applicable Monthly Service Fee awarded to Customer following Optimizely's claim approval. The total credit for the Applicable Monthly Period is capped at 50% of the Applicable Monthly Service Fee for the affected Service.

5.16 ***"Technical Support Services" or "TSS"*** means Optimizely's customer support.

5.17 ***"Third Party Material"*** is defined in the Software Services User Agreement, but in the absence of that definition in the applicable Agreement it means for the purposes of this SLA, any software and /or product utilized by Customer from any party other than Optimizely and its Affiliates, including components, services, websites, integrations, code, and open-source software, other than Third Party Software.

5.18 ***"Third Party Software"*** is defined in the Software Services User Agreement, but in the absence of that definition in the applicable Agreement it means for the purposes of this SLA, any software (including open-source software), but excluding Optimizely Software, and other components, services, websites, integrations, and code, that may be recommended by Optimizely in the applicable Documentation for Customer's consideration for utilization in its use of the Service.

5.19 ***"Usage Metric"*** means usage metric for the applicable Service as set out in the applicable Order. Formerly called 'Consumption Metric'.

¹ Examples of Excluded Downtime include downtime due to: i) Optimizely product patches (where product patches for the Service are applied based on a schedule that is set by Customer (itself, or through its authorized Business Partner or other authorized delegate) for that Service); ii) Scheduled maintenance; iii) Service deployments (deployments requested by Customer may cause the Service to be unavailable for a brief period); iv) Change requests (in the case of a platform-as-a-Service, permitted Changes to the Service as requested by Customer, which require downtime of the Service); v) Manual web app restarts (In the case of a platform-as-a-Service, restarts triggered or initiated manually from the applicable PaaS portal); vi) Manual cache purging (in the case of a platform-as-a-Service, Cache purging triggered or initiated manually from the applicable PaaS portal); vii) downtime caused by a lack of Availability caused by customization of the Service(s) by Customer or its Authorized User(s); viii) Time during which Optimizely requires Customer's assistance, and Customer is either not available nor able to assist Optimizely in solving an Incident or Problem; ix) lack of Availability caused by Customer's failure to apply Optimizely software patches which were released by Optimizely for the Service; x) lack of Availability caused by Customer's non-compliance with terms of use of Optimizely Software or Third-Party Software, including limitations and restrictions; and xi) lack of Availability caused by Customer's utilization of Third-Party Materials in its use of the Services.