THIS PRODUCT SUPPLEMENT IS AN INTEGRAL PART OF THE SOFTWARE SUBSCRIPTION AGREEMENT, AND APPLIES TO THE APPLICABLE SOFTWARE SERVICE SUBSCRIPTIONS.

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THE DEFINITIONS IN PART 1 APPLY TO ALL SECTIONS OF THIS PRODUCT SUPPLEMENT. PARTS 2 TO 5 APPLY TO THE APPLICABLE SOFTWARE SERVICE SUBSCRIPTION OUTLINED IN THE ORDER FORM.

PART 1: GENERAL TERMS FOR ALL SOFTWARE SERVICES.

1.1 *Definitions*. Defined terms used in this Product Supplement are defined in the Order Form, the SUT, or this Product Supplement (in the Glossary). Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

1.2 *Documentation*. Customer shall Use the Software Service in accordance with the Documentation. Current versions of applicable Service Descriptions are made available at Opti-World.

1.3 *Usage Metrics, Volumes and Overages*. The usage metrics applicable to the Software Service Subscription are described in the Usage Metrics. The applicable Usage Metric volumes ("Usage Volumes") and Overages are described in the Order Form.

1.4 *Penetration Testing and Load Testing*. Except as Optimizely may expressly permit, and under Optimizely's conditions for such tests, Customer will not otherwise perform any penetration testing, load testing, or any other similar kind of testing on the Software Services.

1.5 *Account Registration and Use*. Account information must be accurate, current, and complete, and will be governed by Optimizely's Privacy Policy (currently available at www.optimizely.com/privacy/). Customer agrees to keep this information up to date so that Optimizely may send operational notices, statements, and other information by email or through Customer's account. Customer must ensure that any user IDs, passwords, and other access credentials (such as API tokens) are kept strictly confidential and not shared with any unauthorized person. Customer is responsible for maintaining the security of the Customer's account passwords. If any Authorized User stops working for Customer, Customer must promptly terminate that person's access to its account and Use of the Software Services.

1.6 *Free Access Subscriptions and Beta Releases*. Optimizely may provide Customer with Use of the Software Service), for a limited time and for free on a trial basis ("Free Access"), or (by invitation) Free Access to certain pre-production new features of the Software Services ("Pre-Production Releases"), or (by invitation) Use of 'alpha,' 'beta,' or other early-stage development of the Software Service ("Beta Releases"). Pre-Production Releases and Beta Releases are entirely optional for Customer to Use. Optimizely makes no promises that future versions of Pre-Production Releases or Beta Releases will be released, or will be made available under the same commercial or other terms. Additionally, there may not be a viable upgrade path for these releases to any subsequent release. Optimizely may terminate Use of any Pre-Production Releases or Beta Releases or Free Access (subject to the terms of the Order Form) at any time, with or without notice, at Optimizely's sole discretion, without liability. With respect to any Pre-Production Releases and Beta Release, Customer acknowledges to, and agrees with, Optimizely that such releases may not be complete or fully functional and may contain bugs, errors, omissions, and other problems for which Optimizely will not be responsible. Accordingly, any Use of such Pre-Production Releases and Beta Releases are at Customer's sole risk notwithstanding anything to the contrary herein. Furthermore, Optimizely's warranties and indemnities under the SUT do not apply to Free Access, Pre-Production Releases, or Beta Releases. And finally, Optimizely may use good faith efforts in its discretion to assist Customer with its Use of Free Access, Pre-Production Releases, or Beta Releases, but will have no obligation to provide support or maintenance for these items.

1.7 *Sensitive Information/Data*. Subject to Section 1.8, the Software Service is not intended to Process Sensitive Information[1]. If Customer Submits Sensitive Information for Processing in its Use of the Software Service, Customer is acknowledging that Optimizely's technical and organizational measures (https://www.optimizely.com/trust-center/privacy/toms/) (the "**TOMs**") are sufficient and satisfactory for its purposes in relation to that Processing by Optimizely of that Sensitive Information.

1.8 *US HIPAA*. Subject to the Subscription of any approved Software Service subscribed that facilitates ePHI Processing ("**ePHI-Enabled Software Service**"), the Software Services are not (and are not intended) to be Used by Customer for ePHI Processing, and Optimizely assumes no responsibility to Customer with respect to any such ePHI Processing other than with its obligations to Customer of confidentiality and security under the Agreement in relation to Customer Data. Any ePHI Processing by Optimizely in an ePHI-Enabled Software Service is subject to the BAA with the Customer.

1.9 *Professional Services under a Software Services Order.* For any Optimizely Professional Services listed in a Software Services Order, a statement of work (also called a scope document) must be prepared by Optimizely (and agreed with the Customer) before any of those Professional

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[1] Personal Data (or personally-identifiable information) defined as sensitive information (or data) under applicable data protection laws, and that requires additional protections, safeguards or security measures under such applicable laws.

Services commence. ***Additional Professional Services.*** If Customer requires Optimizely to perform any Professional Services which are not part of a Subscription, Optimizely may agree to undertake those additional Professional Services subject to the Parties entering into an Order for those Professional Services, including a statement of work (also called a scope document), including agreement on Optimizely's fees for those additional Professional Services.

1.10 ***Initial Provisioning.*** Applicable Subscriptions shall be provisioned at the start of the Initial Subscription Term through a standard setup ready for Customer. Customer acknowledges that its Subscriptions may be impacted by its failure to provide and update Customer Data, and other data such as Catalogue Feed, documents, data, files, and other content required for the applicable Subscription.

1.11 ***Data Use by Optimizely.*** In addition to Optimizely's license to use Customer Data to provide the Software Service to the Customer, Optimizely may also utilize Customer Data for **(i)** Reporting, and **(ii)** development of the Software Services (including the development of new capabilities and features for Customers, and for Optimizely's own internal legitimate business needs with respect to the Software Services, including hosting, and support ("Development" and "Development Right")). Nothing in this section changes Customer ownership rights in Customer Data. Customer retains all ownership rights in its Customer Data. This section merely clarifies Optimizely's rights with respect to Customer Data. The following further rules apply to the Reporting and Development ("Reporting and Development Protocols"): **A. -** Performance Data may be utilized by Optimizely in an aggregated and anonymous manner for the purpose of compiling and analyzing statistical information specifically pertaining to the performance, provisioning and/or operation of the Software Service; **B. -** Personal Data used in Development will be either **(i)** anonymized during or directly after extraction from Customer's instance of the Software Service before being further used in Development, or **(ii)** extracted for immediate Processing using automated extraction and processing technologies (e.g., algorithms or software), and then automatically deleted thereafter; **C. -** Optimizely will not **(i)** use Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data processed for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation or **(ii)** isolate the content of Customer Data in a manner that puts Optimizely in a position to identify individual data subjects during or after Development; **D. -** Optimizely's use of Customer Data in Reporting and Development is subject to the same confidentiality and non-disclosure protections applicable to Customer Data generally as outlined in the SUT (and Personal Data in the DPA), and no Reporting or Development will disclose Customer Data (or Personal Data), or identify the Customer or any Authorized User, or otherwise reveal any Customer Confidential Information, to any other Customer or Third-Party (other than Third-Parties engaged by Optimizely in delivery of the Software Services and Development (and then only under appropriate confidentiality undertakings to Optimizely)); and **E. -** Optimizely's use of Customer Data in Reporting and Development will be undertaken under appropriate technical and organizational measures so as to ensure appropriate security of that data. Reports and Development are Optimizely Materials under the SUT, and as such, is exclusively owned by Optimizely.

1.12 ***Customer Custom Code; Ownership.*** As between Optimizely and Customer, and subject always to the rights of applicable open-source software licensors, Customer owns (or has the lawful right to) its custom code solely developed by it (and its Authorized Users), without any contribution from Optimizely, excluding however, any derivative work of Optimizely's Intellectual Property Rights and Confidential Information.

1.13 ***Data Access, Retention, Retrieval and Destruction.*** Customer Data Processed in the Software Services is accessible and retained subject to Optimizely's Data Retention Policy. Subject to that policy and subject to the Agreement, Customer can access its Customer Data at any time during the Subscription Term. Prior to the expiry of the Subscription Term, Customer may use self-service export tools or APIs (as available with the Software Service) to retrieve a copy of its Customer Data. Where Customer Data self-service export is technically limited, Optimizely will, at no additional cost to Customer, provide Customer, with a one-time copy of its Customer Data in an Optimizely-supported industry-standard format. At the end of the Subscription, Customer Data will be retained for thirty (30) days ("Data Access Window") and will be made available to the Customer, on request, subject to the same limitations stated above in this section. Data retained in the Software Service remains subject to the data protection provisions of the Agreement. Optimizely will securely delete Customer Data using industry standard data-destruction methods from all Optimizely-controlled storage no more than thirty-five (35) days following the post-agreement Data Access Window, unless subject to retention under applicable law or on request from the Customer to delete sooner. All Customer requests to delete Customer Data prior to thirty-five (35) days after the Data Access Window may be subject to technical limitations and require additional fees to perform.

1.14 ***Environments and Properties.*** Any restrictions on Customer's Environments and Properties are set out in the Order Form, and Documentation.

1.15 ***Service Continuity Policy.*** The Service Continuity Policy applies to all Software Services.

1.16 ***Data Processing Agreement.*** The Optimizely Data Processing Agreement is published at https://www.optimizely.com/trust-center/data-processing-agreement/

1.17 ***Service Continuity Management.*** Details of Customer Data backup, data loss restoration, and disaster recovery (including recovery point and recovery time objectives) are currently published in Opti-World, as the Service Continuity Policy, and as may also be later described in more detail in the applicable Service Description. Service Continuity is a Policy, and as such, is subject to the SUT.

1.18 ***Customer Acceptable Use Policy.*** The Customer Acceptable Use Policy applies to all Software Services.

1.19 ***Enhancements (Add-ons) And Third-Party Platforms.*** Enhancements are subject to the Third-Party Add-Ons & Platform Integration Terms in Part 5.

GLOSSARY. The following definitions apply to every Software Service Subscription. Any definitions utilized in any Documentation (including Service Descriptions) is illustrative only, and are not contractually binding.

DEFINITIONS

a) *"Analytics Pixel"* means the tracking pixel embedded in the content posted via the platform into other systems.

b) *"Analytics Script"* means the JavaScript tracker provided to Customer by Optimizely.

c) *"BAA"* means a business associate contract in accordance with the requirements of HIPAA

d) *"Code"* means any source or object code, including with respect to any graphical user and application programming interfaces.

e)   *"Content"* means features, text, images, videos, or other content.

f)   *"Customer Acceptable Use Policy"* means Optimizely's Policy in relation to Customer acceptable use of the Software Service, and is published by Optimizely at https://www.optimizely.com/legal/customer-acceptable-use-policy, as updated from time to time.

g)   *"Data Retention Policy"* means Optimizely's Policy in relation to Customer Data retention within the Subscription Term, and is published by Optimizely at https://world.optimizely.com/services/data-retention-policy/, as updated from time to time.

h)   "*Edge Delivery*" means an Optimizely SDK (*Software Development Kit*) for Web Experimentation Customers, and is an alternative to JavaScript snippet.

i)   "*Enhancement*" has the meaning ascribed in the SUT. In the absence of a SUT, it means optional Software configuration, features, functionality and capabilities, and includes Third-Party Platform integrations.

j)   *"Enriched Data"* means proprietary data of Optimizely, which may include geo-location, bandwidth, ISP, proxy, domain, and demographic data that Optimizely makes available (from time to time, and at its discretion) through the Software Services, including in Reports.

k)   *"Environment"* means the Customer hardware, software, intranets, servers and other equipment of that the Customer utilizes in the Use of the Software Service.

l)   *"ePHI"* means electronic protected health information as defined under HIPAA.

m)   "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, of the United States of America.

n)   *"Onboarding"* means an hour limited service that provides Customer with a technical overview for configuration and development within the cloud, initial cloud implementation support, and a pre-launch checklist.

o)   "*Optimizely Enhancement*" means any Enhancement developed by, and provided to Customer, by Optimizely.

p)   *"Optimizely Material"* is defined in the SUT.

q)   *"Optimizely One"* means Optimizely's bundled Software Services.

r)   *"Opti-World"* (also referred to as the Optimizely *Development Portal*) is a reference to the content published by Optimizely at https://world.optimizely.com, and its sub-sites where Optimizely publishes Documentation, information on releases and related Software information, and other relevant information about the Software Service, as updated from time to time.

s)   *"PaaS Services"* means Optimizely's platform-as-a-service Content Management System and Commerce Connect Software Services.

t)   *"Performance Data"* means the Customer Data generated by Optimizely's instrumentation and logging systems.

u)   *"PHI"* means protected health information as defined under HIPAA.

v)   *"Processing"* is defined in the SUT.

w)   *"Property"* means the websites, applications (such as mobile application, over-the-top applications, back-end applications) and/or digital services within the Customer's Environment from which Customer makes Use of the Software Service, as is permitted under this Agreement, including the Documentation.

x)   *"Region"* means the data center region as may be specified in the Order Form.

y)   "*Reports*" means reports produced by Optimizely utilizing Customer Data, including in combination with Enriched Data.

z)   *"Service Continuity Policy"* means Optimizely's Policy in relation to Customer Data backup, data loss or distortion, exclude data in backups, disaster recovery, recovery point objectives and recovery time objectives, and is published by Optimizely at https://world.optimizely.com/services/service-continuity-policy/, as updated from time to time.

aa) *"Service Description"* is reference to the Documentation made available by Optimizely on Opti-World (as updated from time to time) describing the technical features and capabilities of the applicable Software Services.

bb) *"Short Message Service," "SMS,"* or *"MMS"* means the text communication service component of mobile communication systems that allows the exchange of short text or media messages between fixed line or mobile phone devices.

cc) *"Software Service"* is reference to the following hosted software and platform services (and as are more particularly described in the applicable Service Description) –

  - *Audience Synch –Optimizely's Data Platform Audience Sync feature available to Experimentation and Content Management System Customers facilitates Customer's utilization its own customer data platform with the Optimizely Data Platform and enables Customers to send segments to the Optimizely Data Platform for real-time experimentation and personalization.*

  - *CMS (SaaS)* and *CMS (PaaS) – Optimizely's SaaS and PaaS Content Management Systems.*

  - *Composable Commerce is a reference to Configured Commerce and Commerce Connect.*

  - *Commerce Connect (formerly, Customized Commerce, and historically B2C) – Optimizely's PaaS commerce platform, including Graph or Search & Navigation as additional features and capabilities.*

  - *Configured Commerce (formerly, B2B) – Optimizely's SaaS commerce software service, including catalog, account, promotions and order management features and capabilities.*

  - *Content Management System (or CMS) – Optimizely's content management system, Optimizely's composable suite of tools to create and publish content, including Graph or Search & Navigation as additional features and capabilities.*

  - *Content Marketing Platform (formerly, Welcome Marketing Orchestration) – Optimizely's marketing software service, with features and capabilities for the planning and executing across multiple teams of marketing campaigns.*

  - *Content Recommendations – Optimizely's AI-based software service that tracks Visitor data so as to facilitate building profiles for each Visitor.*

  - *Content Graph – Optimizely's software service that enables advanced query and search capabilities, to retrieve content from other Software Services, and to utilize the content in from any Third-Party application for platform.*

  - *Digital Asset Management – Optimizely's digital asset management software service that integrates with Content Management System.*

- *Experimentation* is a reference to Feature Experimentation and Web Experimentation.
- *Experiment Collaboration* – *Optimizely's software service that allows customers to manage their experiment ideation, planning, and hypothesis-creation process.*
- *Feature Experimentation* – *Optimizely's software service, that facilitates Customer running experiments within its Properties, deploying code behind feature flags, experimentation with A/B tests, and rollout / rollback of features through use of Software Development Kits (SDKs).*
- *ODP (or Data Platform)* – *Optimizely's data collection and analytics software service, with features and capabilities facilitating interoperability with Customer's Environment and Property and the analysis of Customer's Data.*
- *Optimizely One* – *Optimizely's bundled Software Services.*
- *Orchestrate Services* *means Content Marketing Platform and Content Management.*
- *Personalization* – *Optimizely's software service that enables Customers to deliver a personalized web Visitation experience, based on Visitors' different attributes and behaviors.*
- *Product Information Management* – *Optimizely's software service that enables catalog and data requirements and facilitates the management of the data acquisition and curation process, with approved workflows, and can be integrated with Composable Commerce.*
- *Product Recommendations* – *Optimizely's AI-based software service that facilitates the creation and configuration of marketing campaigns with personalized product recommendations from the personalization portal.*
- *Search & Navigation* – *Optimizely's content and product indexing and search and navigation, Software Service, with features and capabilities that facilitate search and filtered delivery of content and products.*
- *Web Experimentation* – *Optimizely's experimentation software service that facilitates experimentation [by marketing teams] via A/B or multi-variant testing on any channel or any device.*

dd) *"SUT"* means Optimizely's Software Services Use Terms.

ee) *"Third-Party Enhancement"* means any Enhancement developed by a Third-Party, and it includes Third-Party Platform integrations.

ff) *"Third-Party Platform"* means any Third-Party platform.

gg) *"Third-Party Publisher"* means the Third-Party licensor of the Third-Party Enhancement.

hh) *"Usage Metrics"* are published by Optimizely at https://www.optimizely.com/legal/product-supplement/Metrics-and-basic-items.

ii) *"Use"* is defined in the Order Form, and /or the SUT.

jj) *"Visitor"* means any user or visitor activity collected by Optimizely, on behalf of Customer, as part of the Software Services.

kk) *"Website Tag"* means Optimizely JavaScript code provided directly or by means of certified third-party integration that is installed by Customer in any the Customer Environment for the purpose of identifying Customer Data and transmitting it to the applicable Software Service, together with any fixes, updates, and upgrades to the Website Tag that may be provided to Customer by Optimizely.

PART 2: ADDITIONAL TERMS FOR *COMMERCE CONNECT* AND *CONTENT MANAGEMENT SYSTEM*

2.1 *SendGrid Service; SendGrid-AUP*. Customer Use of the SendGrid Service made available by Optimizely as Third-Party Enhancement Software is subject to and governed by the Twilio acceptable use policy located at: https://www.twilio.com/legal/aup ("**SendGrid-AUP**"). Customer is deemed to have accepted the SendGrid-AUP and to be bound to them upon Customer's first access to, and then Use of the SendGrid Service. A breach by Customer of the SendGrid-AUP is a breach of the Customer Acceptable Use Policy, and a breach of the Agreement.

2.2 *Optimizely Digital Commerce Catalog Restriction*. The Customer shall not Use the 'checkout' or 'customer service' capabilities and features of the digital commerce catalog features of the Software Services. Any Use of the capabilities and features is not permitted.

PART 3: ADDITIONAL TERMS FOR OPTIMIZELY DATA PLATFORM

3.1 *SOC Compliance*. Optimizely Data Platform was not previously in scope within Optimizely's SOC 2 audit program. A SOC 2 *type 1* audit was completed in October 2024, and the integration of Optimizely Data Platform into Optimizely's SOC 2 Type 2 compliance remains scheduled for 2025, by March 31st (subject to update). Information on the status of the Optimizely Data Platform SOC compliance audit can be obtained by Customers from Optimizely Support. Customers should consider their own Customer Data (including Personal Data) security and privacy requirements in Use of Optimizely Data Platform or features or integrations dependent on Optimizely Data Platform.

3.2 *Website Tag and License Grant*. Customer is responsible for downloading and installing the Website Tag to its Environment in accordance with the Documentation. Subject to the Agreement, Optimizely grants to Customer a limited, revocable, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to install the Website Tag in its to its Environment and Property solely for Use in connection with the Software Service, and ODP for the Subscription Term only, and for Customer's internal business purposes only and in accordance with the Documentation.

3.3 *Audience Sync*. Utilization of Optimizely's Real-Time Segmentation is described in the applicable Experimentation and Content Management Documentation. Audience Sync excludes Optimizely's Data Platform user interface or other functionality. Use by Customers of *Audience Sync* is an acknowledgement by Customers of the SOC disclaimer in Part 3.1 above.

PART 4: ADDITIONAL TERMS FOR CONTENT MARKETING PLATFORM

4.1 Optimizely shall provide Customer with Analytics Scripts, which Customer must implement on the requisite approved Properties. Each piece of content published will have an embedded Analytics Pixel, which Customer must not remove. Optimizely will use the Analytics Script, the Analytics Pixel, and cookies to track anonymized data on usage of Customer Data, measure interest in certain topics, and capture information on page views, unique Visitors, browser information, IP address, referrals from paid search, and engagement metrics, such as time on site. The foregoing data will be

delivered to Customer via the platform. Analytics data shall be tracked only during the Term, shall be anonymized and/or aggregated, and may be used for Optimizely's internal business purposes, but shall not be distributed to any Third Parties and shall not be associated with Customer specifically.

PART 5: ADDITIONAL TERMS FOR ENHANCEMENTS (ADD-ONS), INCLUDING THIRD-PARTY PLATFORM INTEGRATIONS

5.1   Certain Software Services may contain functionality enabling Enhancements (also referred to as Add-Ons) to be utilized by Customers in their Use of the Software Service. Use of Enhancements is subject to this Section 5, the SUT, and applicable Documentation.

5.2   Optimizely Enhancements are Optimizely Software, and are subject to Section 6.2 of the SUT. Third-Party Enhancements are Third-Party Software, and are subject to Section 6.3 of the SUT.

5.3   Use of any Third-Party Enhancements is subject to the applicable Third-Party Publisher license ("TPPL"). If the Customer does not want to accept the TPPL, Customer should not utilize that Third-Party Enhancement.

5.4   Third-Party Enhancements are not subject to any Software Services warranty by Optimizely, or any rights of indemnification from Optimizely with respect to any allegation of Third-Party intellectual rights infringement. Third-Party Enhancements utilized by Customer in their Use of the Software Service are 'as available', 'as is', and with any / all faults.

5.5   Utilization by Customer of a Third-Party Enhancement may require installation of Optimizely Code within the Third-Party Software or on a Third-Party Platform for the functioning of that Third-Party Enhancement. Customer shall have the limited right for the Subscription Term to install and Use the relevant Optimizely Code in the Third-Party Enhancement as may be required, and to distribute the installed Optimizely Code within any Customer applications used in connection with the Third-Party Enhancement and their Use of the Software Service, but not otherwise. Customer may not make any derivative use of any Optimizely Code, or to commercialize such Optimizely Code. Optimizely Code is Optimizely Confidential Information.

5.6   Customer grants Optimizely a worldwide, royalty-free, right and license for the Subscription Term to host, copy, use, transmit and display the underlying Third-Party Software and Third-Party Platform integration, and associated Code of the Third-Party Enhancement.. Customer further grants Optimizely permission to allow the Third-Party Enhancement to access Customer Data (and information about Customer's usage of the Third-Party Enhancement) as may be required by that Third-Party Enhancement in its interoperation with the Software Service.

5.7   Customer's access to and Use of Third-Party Enhancements may provide Customer with access to Third-Party Content that it utilizes in that Third-Party Enhancement. Optimizely does not warrant or support any such Third-Party Content.

5.8   Customer's access to and Use of Third-Party Enhancements may by subject to the Third-Party Publisher's privacy policies. Customer should ensure it is familiar with those Third-Party Publisher's privacy policies in its utilization of the Third-Party Enhancement.

5.9   Customer's access to and utilization of a Third-Party Enhancement may permit, facilitate or necessitate the transfer of Customer Data from the Software Service. As between Customer and the Third-Party Publisher, Customer controls its Customer Data. Optimizely assumes no responsibility or liability to Customer with respect to any such Customer Data export and /or import, including that disclosure and collection, and any modification, corruption, manipulation, enhancement or otherwise, of that Customer Data by Customer and/or Third-Party Publisher in Customer's utilization of that Third-Party Enhancement.

5.10   Third-Party Publishers are not Optimizely Sub-processors.

5.11   Customer must not make any false or misleading statements in its reviews of any Third-Party Enhancements within the Software Service or in any Documentation, and must ensure any reviews are an honest good-faith rating, and must also disclose any Third-Party affiliation, including any promotion fee, or conflict of interest (for example, a competitor). Any published review is feedback, and Optimizely may in its sole discretion retain and freely use, incorporate or otherwise exploit such feedback without restriction, compensation or attribution to the source of the feedback.