

## APPENDIX - AMENDMENT FOR “OPTIMIZEZY GEOFENCED SUPPORT” FEATURE

BY ACCEPTING, SIGNING (DIGITALLY OR OTHERWISE), OR IN ANY WAY AFFIRMING THIS MODIFICATION TO YOUR AGREEMENT AND/OR ORDER(S) (“ORDER(S)”), OR BY INTERACTING WITH OR IN ANY OTHER WAY USING THE SOFTWARE SERVICE(S) AND/OR MANAGED SERVICE(S), CUSTOMER ACCEPTS THE TERMS AND CONDITIONS OF THE GOVERNING AGREEMENT (“AGREEMENT”) AS AMENDED HEREIN. ALL CAPITALIZED TERMS NOT DEFINED HEREIN HAVE THE MEANING(S) ATTRIBUTED TO WITHIN THE AGREEMENT, INCLUDING ANY EXHIBITS OR LINKED TERMS THEREIN.

### 1. Service Level Availability; Metric

Section 3.2 of the [SLA](#) shall be deleted in its entirety and replaced with the following section new 5.2:

**3.2 Service(s) Monitoring** – With the activation of “Optimizely Geofenced Support” from and including the Launch of the feature, Company monitors the Availability of all Software Service(s) supported under Optimizely’s Service Level Agreement eight (8) hours per business day, except for during any Scheduled Downtime as outlined in original Optimizely’s Service Level Agreement. If the Service(s) are unavailable, an alert will be sent to the Service Desk and shall be addressed between the Parties in accordance with this update to the SLA during available hours.

### 2. IT Service Continuity Management

Section 1 in [Service Continuity Policy](#) shall be deleted in its entirety and replaced with the following new sections 1.A and 1.B:

**1.A Data Backup** – Backup copies of data files and databases included in the Service(s) are made on a daily basis and saved by Company for thirty-five (35) days (“Backup Period”). Company is not responsible for any backup copies of data outside of the Backup Period. For clarification, Company is not responsible for creating backup copies of any data that is not included in the Service(s), unless otherwise agreed in writing by the Parties

**1.B Data Backup** - Backup copies of data files and databases included in the Service(s) will be handled by regionally assigned resources of Optimizely only. Backup data will be stored in regional storage and will never be transferred outside of the agreed region.

### 3. Service Desk & Support Level Details

Section 8 –Support Level Details of the [Support Policy](#) shall be deleted in its entirety and replaced with the following new section 8:

**8.1 Service Desk Contact Details** - Customer will have regional support contact details aligned with service region of Service(s). See details below to find relevant regional details:

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

**8.2 Support Level Details** – Company offers two (2) levels of support which are described below. For clarification, Customer’s support level for the Service(s) may be defined in the Agreement and/or Order(s), as applicable.

Support Level	Support Hours of Operation	How to Contact Company	Applicable Region Zone	Incident & Problem Handling	Request Handling
<b>Standard Support/Enhanced Support (Formerly Extended Support or Priority Support)/Premium Support/Priority Plus Support</b>	Business Hours (8:00-17:00 Monday-Friday)	→ Web → Email → Phone	Time zone in the Region where Customer’s Service is hosted (Weekends and holidays are excluded)	If initial target response time falls within the applicable support hours, the ticket will be worked on. If initial target response time falls outside of applicable support hours, the ticket is postponed until upcoming Business Day(s).	If initial target response time falls within the applicable support hours, the ticket will be worked on.

(“Note: Security Incidents are also handled during Business Hours according to contracted support level.”)

#### 4. Service Level Objectives (SLOs)

Sections 3 of the Support Policy shall be deleted in their entirety and replaced with the following new section 3.:

**3.1 Company’s Service Desk works with Service Level Objectives.** These SLOs define Company objective targets and based on industry standards and best practices.

**3.2 Optimizely works with Priority Levels for:**

Priority	Description	Target Initial Response Time (SLO)	Coverage	Customer Requirements
1	Critical production issue that severely impacts Customer’s use of the Service and/or halts Customer’s business operations and no procedural workaround exists: Service is inoperable, Security Incident that requires site blockage or stoppage to contain a potential or suspected threat.	Within 30 minutes, during Business Hours	During Business Hours	Customer and/or its Authorized User must have dedicated resources available to work on the issue on an ongoing basis with Optimizely.
2	Major functionality of the Service is severely impaired and/or significant performance degradation is experienced, and no reasonable workaround exists: High impact to business operations, Service can continue in a restricted fashion, although long-term productivity might be adversely affected, Important features of the Service(s) are unavailable; however, business operations can continue in a restricted fashion, A major milestone is at risk: Ongoing and incremental installations are affected.	Within 1 hour, during Business Hours	During Business Hours	Not applicable
3	Partial, non-critical loss of functionality of the Service(s), and a short-term workaround is available, but is not scalable: Impaired operations of some components of the Service(s); however, Customer and/or its Authorized Users can continue using the Service(s), 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.	Within 4 hours, during Business Hours	During Business Hours	Not applicable

<b>4</b>	General technical inquiries about the Service. Cosmetic issues, including errors in the documentation: Customer Inquiry regarding a routine technical issue information requested on application capabilities, navigation, installation or configuration bug affecting a small number of users.	Within 24 hours, during Business Hours		
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("Note: Business Hours are 8:00 to 17:00 Monday through Friday (excluding public holidays) in the geofenced region.")

**3.3 Problem Management** - If recurring Incidents indicate a Problem and the Problem is related to the Service provided by Company, the Service Desk will engage in Problem management to find the root cause ("Problem Management"). In case the root cause is unknown, the Service Desk will work together with Customer and/or its Authorized Designee to find the root cause. The severity and urgency levels are connected to its counterparts in Section 3.2 described above.

**3.4 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