

THIRD-PARTY ADD-ONS & THIRD-PARTY PLATFORM INTEGRATION TERMS

THESE THIRD-PARTY ADD-ONS AND THIRD-PARTY PLATFORM INTEGRATION TERMS (“ADD-ON & PLATFORM TERMS”) ARE AN INTEGRAL PART OF THE SOFTWARE SUBSCRIPTION AGREEMENT, AND APPLIES TO APPLICABLE SOFTWARE SERVICES. THESE ADD-ONS & PLATFORM TERMS CONTROL THE CUSTOMER’S UTILIZATION OF ANY THIRD-PARTY ENHANCEMENT USED BY THE CUSTOMER IN THE SOFTWARE SERVICE TO THE EXTENT THAT CUSTOMER’S SOFTWARE SUBSCRIPTION AGREEMENT DOES NOT CONTAIN THESE ADDITIONAL TERMS FOR THIRD-PARTY ADD-ONS AND THIRD-PARTY PLATFORM INTEGRATIONS AS SET OUT BELOW. TO THE EXTENT OF ANY CONFLICT BETWEEN THESE ADD-ON & PLATFORM TERMS AND THE CUSTOMER’S SOFTWARE SUBSCRIPTION AGREEMENT, THE CUSTOMER’S SOFTWARE SUBSCRIPTION AGREEMENT CONTROLS TO THE EXTENT OF ANY CONFLICT. THESE ADD-ON & PLATFORM TERMS REPLACE ANY PRIOR-PUBLISHED THIRD-PARTY ADD-ON AND THIRD-PARTY PLATFORM TERMS.

GLOSSARY. Definitions utilized in any Documentation is illustrative only, and are not contractually binding. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

DEFINITIONS

- a) **“Code”** means any source or object code, including with respect to graphical user and application programming interfaces.
- b) **“Content”** means text, images, videos, or other content.
- c) **“Documentation”** means Optimizely’s then-current technical and functional documentation, user-guides, developer-guides, and any roles and responsibilities descriptions, that Optimizely makes available to Customer.
- d) **“Enhancement”** means optional Third-Party Software and /or Third-Party Platform integrations, and it includes associated Code.
- e) **“Subscription Term”** means the term of the Customer’s Software Services subscription with Optimizely.
- f) **“Third Party”** means any Third Party other than Optimizely and Customer, and their respective Affiliates.
- g) **“Third-Party Enhancement”** means any Enhancement developed and owned by a Third-Party Publisher.
- h) **“Third-Party Platform”** means any Third-Party platform, including Third-Party websites.
- i) **“Third-Party Publisher”** means the Third-Party licensor of the Third-Party Enhancement.
- j) **“Third-Party Software”** means any Third-Party software (including open-source software), including Code.
- k) **“Use”** means access to, and to otherwise activate the processing capabilities of the Software Service, including to load, execute, access, employ in the Software Service, or display information resulting from such capabilities, and Use may occur through an interface delivered with or as a part of the Software Service, or a Third-Party Enhancement.

1. ADDITIONAL TERMS FOR ADD-ONS AND THIRD-PARTY PLATFORMS

1.1 Certain Software Services may contain functionality enabling Third-Party Enhancements to be utilized by Customers in their Use of the Software Service. Use of Third-Party Enhancements is subject to these Add-On & Platform Terms, and applicable Documentation.

1.2 Optimizely’s referral to Third-Party Enhancements is not an endorsement, and any such recommendation is provided as a convenience only. Customer assumes all risk in its utilization of any Third-Party Enhancement. Optimizely is not responsible for any damage sustained or incurred by Customer, nor any Third Party, arising out of, or related to, Customer’s utilization of such Third-Party Enhancement in its Use of the Software Service.

1.3 Use of any Third-Party Enhancements is governed by these Add-On & Platform Terms, and any applicable Third-Party Publisher license (“TPPL”). If the Customer does not want to accept the TPPL, Customer should not utilize that Third-Party Enhancement in its Use of the Software Service. Optimizely is not a party to any TPPL. Customer acknowledges that the applicable Third-Party Publisher has the right to enforce its TPPL against Customer.

1.4 Third-Party Enhancements are not subject to any Optimizely Software Services warranty, or any rights of indemnification with respect to any allegation of Third-Party intellectual rights infringement. Third-Party Enhancements Used by Customer with the Software Service are ‘as available’, and ‘as is’, and with any/ all faults.

1.5 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, 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.

1.6 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 created by, or for, Customer, of the Third-Party Enhancement utilized by Customer as is appropriate for Optimizely to provide and ensure the provision and functionality of the Software Service. 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.

1.7 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.

1.8 Customer’s access to and Use of Third-Party Enhancements may be 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.

1.9 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.

1.10 Customer indemnifies and holds Optimizely harmless from and against any Third-Party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to Customer's utilization of Third-Party Enhancements, including any breach by Customer of the applicable TPPL. Customer will fully defend Optimizely against these claims, but Optimizely may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Customer must not settle any claim without Optimizely's prior written consent.

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

1.12 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.

1.13 Any dispute between Customer and Optimizely arising out of Customer's utilization of any Third-Party Enhancement in its Use of the Software Service or these Add-On & Platform Terms ("**Disputes**") is subject to be subject to the laws of New York, and controlling US Federal law, and Optimizely and Customer each submit to the exclusive jurisdiction of the US District Court (Southern District of New York) in respect of all Disputes. The Parties waive all objections to Venue. Each Party will otherwise bear its own costs with respect to all other Disputes, subject to any applicable Court order as to costs.