

## California Consumer Privacy Act Appendix (“CCPA Appendix”)

When Customers use the Optimizely Services on their Customer Properties, the Optimizely Services may collect Personal Information (as defined below) from California residents who use those properties. This Optimizely CCPA Appendix (“**Appendix**”) describes the parties’ respective data protection obligations under the California Consumer Privacy Act of 2018 and its implementing regulations (the “**CCPA**”) with respect to such Personal Information. It is entered by the Customer identified below (“**Customer**”) and the Optimizely entity identified below (“**Optimizely**”). Provision of the Optimizely Service is subject to Optimizely’s online terms of service (<https://www.optimizely.com/legal/terms/>) or a signed agreement, if any, between Customer and Optimizely governing use of the Optimizely Service (as applicable, the “**Governing Agreement**”). Capitalized terms not expressly defined here have the same meanings as in the Governing Agreement.

Accepted and agreed to as of the date of the last signature below (the “**Appendix Effective Date**”) by the authorized representative of each party:

**Episerver, t/a Optimizely**

**Customer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### 1. DEFINITIONS.

1.1 “**Affiliate**” has the meaning in the Governing Agreement.

1.2 “**Business**” has the meaning defined in the CCPA.

1.3 “**Consumer**” means a natural person who is a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017, however identified, including by any unique identifier.

1.4 “**Customer Property**” has the meaning in the Governing Agreement.

1.5 “**Personal Information**” means personal information (as defined under the CCPA) concerning Visitors that Optimizely, in its capacity as Customer’s Service Provider, processes on behalf of Customer through the Optimizely Services, and excluding any personal information that Optimizely processes in its capacity as a Business.

1.6 “**Instructions**” means Customer’s instructions to Optimizely (i) to provide the Optimizely Service to Customer in accordance with the features and functionalities of the Optimizely Service and related Documentation, (ii) through Authorized User-initiated actions on and through the Optimizely Service or otherwise based on Customer’s configuration and use of the Optimizely Service, (iii) contained in the Governing Agreement and/or any applicable Order Form, and (iv) mutually agreed by the parties in writing.

1.7 “**Optimizely Service**” means the “Optimizely Service” or “Optimizely Product,” as defined in the Governing Agreement.

1.8 “**Sell**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer’s Personal Information by Optimizely to a third party for monetary or other valuable consideration, and as further defined in the CCPA.

1.9 “**Service Provider**” has the meaning defined in the CCPA.

1.10 “**Verifiable Consumer Request**” has the meaning defined in the CCPA.

2. **RELATIONSHIP AND OVERVIEW OF PROCESSING.** With respect to the Optimizely Service, the parties agree that: (i) Customer is considered the Business under the CCPA and will comply with its obligations as a Business under the CCPA and (ii) Optimizely is considered a Service Provider and will comply with its obligations as a Service Provider under the CCPA. Customer will provide Personal Information to Optimizely only to the extent permitted by, and in compliance with, the Governing Agreement, and it will ensure that it has all necessary rights and permissions needed to permit Personal Information to be collected and processed in accordance with the

Instructions.

**3. INSTRUCTIONS FOR PROCESSING.** Optimizely will process the Personal Information only **(i)** in accordance with the Instructions; **(ii)** as needed to provide the Optimizely Services; and **(iii)** as needed to comply with applicable law. Optimizely will not disclose or Sell Personal Information to third-parties unless required by applicable law (in which case, Optimizely will provide prior notice to Customer of such legal requirement, unless disclosure is prohibited by law).

**4. SECURITY OBLIGATIONS.** Optimizely will implement the technical and organizational security measures specified in the Governing Agreement to protect Personal Information. In addition, Optimizely will use commercially reasonable efforts to ensure that any Affiliates and subprocessors who receive Personal Information agree to contractual requirements for confidentiality, data protection, and data security substantially equivalent to those set out in this Appendix.

**5. VERIFIABLE CONSUMER REQUESTS.** Optimizely has implemented technical and organizational measures to assist Customer with its obligation to respond to Verifiable Consumer Requests for the access and erasure of Personal Information. Optimizely will make this functionality available to Customer during Customer's Subscription Term. If Optimizely receives a CCPA request from a Consumer that identifies Customer, it will promptly forward that request to Customer. Customer agrees to follow Optimizely's documented procedures, provide sufficient information to identify records containing relevant Personal Information, and otherwise cooperate with Optimizely's reasonable requests. Customer must not send duplicative or unnecessary requests to Optimizely (for example, requests for Personal Information not processed by the Optimizely Services).

**6. TERM AND TERMINATION.** This Appendix is effective as of the Appendix Effective Date and continues in effect until **(a)** termination or expiration of the Governing Agreement or **(b)** Optimizely ceases to process Personal Information through the Optimizely Services on behalf of Customer, whichever period is greater. Either party has the right to extraordinarily terminate this Appendix and the Governing Agreement if: **(i)** the parties agree in writing that this Appendix conflicts in any material respect with the CCPA, including as a result of an amendment or change in applicable law; **(ii)** any authority or court demands or requests changes to these agreements and the parties cannot agree on adequate amendments to reflect these changes; or **(iii)** Optimizely notifies Customer in writing that it can no longer meet its obligations under the CCPA.

**7. GENERAL.** This Appendix is incorporated as an attachment to the Governing Agreement. It is subject to all the terms and conditions of that agreement, including provisions related to limitations of liability, termination, jurisdiction and governing law.