Optimizely CMS (SaaS) Service Description

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1. Subscription Description

1.1 CMS (SaaS)

CMS (SaaS), is a fully managed multi-lingual enterprise CMS with search capabilities, Visual Builder, a GraphQL based delivery API and a REST management API. It is the fully managed version of the Optimizely Content Management System (CMS) that is always up to date, scalable, with first-class technology-agnostics APIs. The service varies by various usage parameters and includes a Service Instance with generally one Production Environment and two Test Environments in one Region.

2. Features of the CMS (SaaS) Service

The features of the Subscription may vary depending on the chosen Features.

2.1 CMS (SaaS)

Capabilities included in Customer's subscription include (among others):

- Headless Site Configuration
- Continuous Releases
- Optimizely Visual Builder
- Optimizely Graph Integration
- Multiple Website Management
- Hosting through Vercel/Netlify
- Visual Editing
- Multi-Language Management
- Interactive Preview
- Customer Elements
- Template Management
- Multi-Step Workflows
- Application Management

3. Optimizely Products Available to use with CMS (SaaS)

3.1 Optimizely Data Platform (ODP), Content Intelligence, and Experimentation

Optimizely Data Platform (ODP) and CDP Audience Sync, an ODP product, Optimizely Graph, Content Intelligence (contained inside the Recommendations Service Description, see below), and Experimentation are available to integrate with CMS (SaaS). Details about usage, scope, and functionality for ODP can be found via the following product Service Descriptions:

- Optimizely Data Platform Service Description
- Optimizely Experimentation Service Description
- Optimizely Recommendations Service Description

3.2 Optimizely Graph

Optimizely Graph is included as part of the CMS (SaaS service.

You can use the access key available in the CMS (SaaS) Dashboard to query the GraphQL service and begin building Optimizely Graph-based solutions. Optimizely Graph allows for Content Search with which developers can create custom search tools that transform user input into a GraphQL query and then process the results into a search results page. It also allows for Headless Content Delivery.

3.3 Vercel/Netlify

Vercel and Netlify are optional features of SaaS CMS, available to Customers for a fee. Vercel (https://vercel.com) and Netlify (https://www.netlify.com) are third-party front end hosting platforms ('Developer Experience Platforms') that can be used by Customers to store the application they are building and publishing these applications to production.

Optimizely integrates with the applications built in these platforms, and Customer Data is exchanged with CMS via our graph QL API. Part 5 of the Product Supplement apply to Netlify and Vercel. Also, Optimizely's Enhancements (Add-Ons) and Third-Party Platform Integration Terms (https://www.optimizely.com/legal/third-party-add-ons-platform-integration-terms)

Customers should refer to the Netlify and Vercel special conditions in the Order Form. Customer Data processed by Vercel or Netlify in their platforms and the Customer's applications is managed by the Customer, and Vercel or Netlify.

NOTE: Until further notice, Optimizely's DPA does not apply to Customer Data processing by Vercel or Netlify. Customer can get more information about the DPA of Vercel and Netify directly from Vercel and Netify.

See generally https://www.netlify.com/gdpr-ccpa/ and https://www.netlify.com/pdf/netlify-dpa.pdf for Netify, and https://vercel.com/legal/dpa for Vercel. Customers should contact Vercel and Netify directly if they require a DPA for the processing activities of Vercel or Netlify.

4. Subscription

1. A Subscription as defined in the Order Form refers to a collection of at least one (1) Service Instance(s). All usage metrics and availability metrics (SLA) from use of the Service Instance(s) will be tallied against the usage and availability metrics of the Subscription specified in the Order Form.

5. Usage and Overage Terms

1. Usage terms and rights are the maximum usage rights Customer shall be provided, measured, and charged by Optimizely within a Contract Year before Overage Terms and Price apply. These are measured at the Subscription, Service Instance or environment and can be billed at an additional cost.
2. Overage terms and price are the incremental increase of usage rights, parameters and pricing Customer shall be provided by Optimizely on a monthly or Contract Year basis after exceeding the Usage Terms and Rights of the Subscription.
3. All terms are described in https://www.optimizely.com/legal/product-supplement/Metrics-and-basic-items.

6. Consulting and Training

6.1 Expert Services

Optimizely's Expert Services team help ensure that customers and partners are successful in implementing Optimizely's CMS (SaaS) and Progressive Delivery features. Expert Services is a global team of consultants who can be contracted to provide best practices guidance or hands-on support to assist the project team in deploying successful projects with CMS (SaaS) Software Services.

Expert Services can perform many services including for example: Designing the architecture for optimal implementation of CMS (SaaS), or creation of extensions on behalf of the customer.

Contact Optimizely Expert Services by email at expert.services@optimizely.com or online.

6.2 Onboarding

Upon signing up for the CMS (SaaS) service an Optimizely project manager will be assigned and notified. The onboarding process is started in a project kickoff. During this meeting, the Optimizely project manager will provide the Customer with an overview of the service and on-boarding process and to gather client requirements for the use and configuration of the service. The Optimizely project manager will also ensure that the Customer receives access to Software Services included in the Subscription and provide advice on recommended integration approach and relevant documentation.

During the Project Kickoff, all parties involved in the project will agree on a communication plan to track progress, recommend use of the software, testing methodology and initial go-live plans. This helps the project move forward as expected and ensures Optimizely is prepared to support the live production system.

6.3 Education, training, and online help

Optimizely offers both business user and developer training at an additional cost. Training may be ordered from an Optimizely sales representative or from the Optimizely website.

Optimizely also offers online help and has a robust community of active members at Optimizely World.

If the Customer is purchasing an Education Subscription Service: Customer attendees cannot be reassigned during the Subscription Term unless express prior authorization is provided by Optimizely. Customer has six months from the Effective Date to register for that Service ("Registration Period"). For clarification, Education Subscription Services are deemed complete for the then Contract Year if Customer does not register during the applicable Registration Period.

7. Support

Please refer to the Optimizely Support Policy for more information.

8. Service Health and Continuity

Optimizely provides a service dashboard, where Customers can register to receive incident updates and view information about platform-wide planned maintenance.

Optimizely communicate incidents regarding Customer specific applications and websites. Customers are email notified about issues and are continuously updated during the incident's progress.

More details can be found in the Optimizely Service Continuity Policy.

Data retention is defined in our Data Retention Policy.

9. Service Window and Patching

9.1 Service Maintenance

The CMS (SaaS) Service uses Azure technology to run Optimizely applications and thus aligns with Microsoft patch release cycle. The Service does not use the traditional version of Microsoft Windows, but rather a purpose-built version with a smaller attack surface. The service relies on Microsoft's standard approach for Azure antimalware to provide real time protection and content scanning.

Microsoft is responsible for operating system patch management. Learn more about Microsoft's Guest OS patch management schedule and the support lifecycle on their website. Optimizely works closely with Microsoft for any edge cases involving patching.

Optimizely is responsible for software updates to the CMS (SaaS) service, updates will be applied automatically with no customer intervention.

9.2 Service Level Agreement

See Optimizely Service Level Agreement (SLA).

9.3 Roles and Responsibilities

See the Roles and Responsibilities Matrix for more information.

10. Regional Data Centers

When setting up a Service Instance, customers can choose from one of the following locations (in bold):

Geography	Region
Australia	Australia East

Europe	North Europe
North America	East US
Middle East	United Arab Emirates North

Paired data centers are geographically adjacent to the primary data center as defined by Azure, and automatically assigned based on the primary Region chosen during the configuration process.

Note: Additional Service Instances may be deployed to other Regions beyond the one selected for the initial Service Instance.

11. Compliance

11.1 Data Privacy

1. Optimizely allows you to process and/or store PII data but not sensitive personal information (as defined by EU GDPR) in the CMS (SaaS).
2. Customers who require additional controls relating to protecting provided PII data can opt for the Geofencing optional configuration. If PII data is stored and/or processed, Optimizely can provide a geo-fenced option to help provide compliance with Schrems ii legislation. This option changes certain aspects of the Service Level Agreement (SLA) around support hours and response times. Please content your salesperson or Customer Success Manager if this is of interest.

11.2 Privacy, Security, and Transparency

For information about compliance see the Optimizely Trust Center. The services follow Microsoft Azure compliance standards, and therefore our infrastructure has a wide range of compliance certifications, standards, and supporting processes.

12. Ordering and Validity

12.1 Ordering of the Service

When a Customer places an order with an Optimizely sales representative, Optimizely provisions the systems. Contact your Optimizely sales representative or the local office to order.

12.2   Provisioning time

If all necessary data to provision this Software Service(s) has been included in the Order, Optimizely has a target of provisioning the Customer's Software Service(s) within five (5) business days after the Order has passed all checkpoints within the Order Management System and reached Optimizely Managed Services.

12.3   Validity and duration of the Service Description

This Service Description shall remain valid as a description of Software Service(s) a Customer may purchase and/or receive from Optimizely through the term of any related agreement between the parties, and may be subject to further updates, under the notice provisions of such agreements. Under such notice provision, Optimizely reserves the right to update or replace it as necessary at any time. Changes made to the Service Description or any new Service Description (for example, a replacement of the previous one) shall always enter into force from the date of their publication on the page, or from such notice provision in the agreement, which may apply. Service Description Home

13.   Programs for services and features in Beta and Limited Availability

13.1   Beta and Limited Availability

Optimizely may offer "alpha," "beta," or other early-stage Software Service, integrations, or features ("Beta Programs"), which are optional for Customer to use. We provide customers who participate in our Beta Programs the opportunity to test, validate, and provide feedback on future functionality. Feedback gathered during this phase helps us to determine which features and functionality provide the most value to our customers and helps us focus our efforts accordingly.

Optimizely may also offer Customers access to a limited-availability version of the Software Service, including certain proposed new features, functionalities or capabilities ("Limited Releases"). Limited Releases are pre-production releases, intended for later general Customer access and use, but pending fine tuning, testing and other feedback.

Access to and use of Beta Releases and Limited Releases is optional. Optimizely makes no promises that future versions of Beta Releases and Limited Releases will be released or will be made available under the same or similar commercial, or other, terms.

Beta Releases and Limited Releases may not be complete or fully functional and may contain bugs, errors, omissions, and other problems for which Optimizely will not be responsible. As such, use of Beta Releases and Limited Releases is done at the Customer's own risk.

Optimizely may terminate Customer's right to use any Beta Releases and Limited Releases at any time at Optimizely's sole discretion, without liability.

The guidelines and requirements for Beta Releases and Limited Releases are described on Optimizely World.

13.1.1 Optimizely SLA

Beta Releases and Limited Releases are excluded from any Optimizely SLA. Any unavailability related to such use is excluded from any SLA Availability calculation.

13.1.2 Warranties and Indemnities

Optimizely's warranties and indemnities under the End User License Agreement do not apply to Beta Releases and Limited Releases.

13.1.3 Support

Optimizely may use good faith efforts in its discretion to assist Customer with Free Beta Releases and Limited Releases but has no contractual obligation to provide that support for Beta Releases and Limited Releases.

Appendix 1 - Changelog summary for Optimizely CMS (SaaS) Service Description

In this appendix you will find a summary of the changes that were communicated at times defined below. However, since clarifications may have been made in addition to the changes made in this appendix, it is still important that you read through the relevant Service Description(s).