Supplier Terms

G-Cloud 15

Contents

SUPPLIER TERMS

These **SUPPLIER TERMS** apply between **THE PARTIES** who have signed a G-Cloud 15 **CALL OFF CONTRACT** including the Part A Order Form under the G-Cloud 15 **THE FRAMEWORK AGREEMENT**, which provides for these SUPPLIER TERMS. The PARTIES are as per the CALL OFF CONTRACT:

(1) **THE SUPPLIER** Corporate Document Services Ltd. whose registered office is situated at Riverside House, 7 Canal Wharf, Holbeck, Leeds LS11 5AS.

and

(2) **THE BUYER**

WHEREAS:

1. The FRAMEWORK AGREEMENT and the CALL OFF CONTRACT contain contractual provisions which apply to and bind the PARTIES.
2. THE BUYER wishes to have certain consultancy design and technical development services provided in connection with the BUYER'S digital platform and presence, (the "SERVICES"); and
3. THE SUPPLIER represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES.

AND NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and the SUPPLIER agree as follows: -

1. DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this Clause.

1.1. "AFFILIATE" shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, "subsidiary" and "parent company" shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.

1.2. "BACKGROUND IPRS" shall mean Intellectual Property, as defined in Schedule 6 of the CALL OFF CONTRACT.

1.3. "COMMENCEMENT DATE" means the go live date stated in the CALL OFF CONTRACT or the STATEMENT OF WORK as the case may be.

1.4. "PROJECT SPECIFIC IPRS shall mean all and any Intellectual Property as defined in in Schedule 6 of the CALL OFF CONTRACT"CONFIDENTIAL

INFORMATION" means Data, Personal Data and any information, which may include (but isn't limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

1.5. "INTELLECTUAL PROPERTY" or IPRS shall mean Intellectual Property as defined in Schedule 6 of the CALL OFF CONTRACT

1.6. "PARTY" shall mean either BUYER or THE SUPPLIER as the context may require and "PARTIES" shall mean BUYER and THE SUPPLIER.

1.7. "STATEMENT OF WORK" shall mean the statement of work for the SERVICES and any subsequent statements of work, which must be in the form of Schedule 3 which are agreed to between the PARTIES in writing from time to time, and which break down work stated a CALL OFF CONTRACT. All agreed STATEMENTS OF WORK should be numbered consecutively and shall be deemed incorporated herein by reference.

1.8. "SERVICES"" shall mean the G-Cloud Services which are the subject of an order from the BUYER which will be provided by THE SUPPLIER to the BUYER as outlined in the applicable STATEMENT OF WORK.

1.9. "TERM" means the term of the CALL OFF CONTRACT as set out in the Order Form.

1.10. Words capitalised but not defined in these SUPPLIER TERMS shall bear the meaning given to them in the CALL OFF CONTRACT.

2. INCORPORATION OF TERMS

The Call-Off Contract and the G-Cloud 15 Framework Agreement apply to these Supplier Terms and take precedence in accordance with the order of precedence set out in the Call-Off Contract.

3. SERVICES

3.1. THE SUPPLIER shall provide the SERVICES as set out in the CALL OFF CONTRACT and as more fully detailed Schedule 3.

4. DURATION OF SUPPLIER TERMS

4.1. The PARTIES agree that these SUPPLIER TERMS shall continue for the TERM, unless terminated earlier in accordance with the CALL OFF CONTRACT.

4.2. Any initial TERM may be extended for rolling periods upon the mutual written agreement of the PARTIES as provided for in the CALL OFF CONTRACT.

4.3. Any STATEMENT OF WORK will detail the start and end dates and other key information which is relevant to delivery of the SERVICES.

5. THE SUPPLIER OBLIGATIONS

5.1. THE SUPPLIER will provide and perform the SERVICES:

5.1.1. in accordance with the CALL OFF CONTRACT

5.1.2. with due care and diligence and with the skill to be reasonably expected of a provider in the type of services to be provided and performed under these SUPPLIER TERMS; and

5.1.3. in compliance with all applicable legal obligations.

5.2. For the avoidance of doubt, THE SUPPLIER shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK.

5.3. To the extent that any timescales are impacted by the BUYER, such timescales shall consequently be reasonably extended.

5.4. Save as expressly provided in the CALL OFF CONTRACT and the provisions of these SUPPLIER TERMS, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

6. ASSIGNMENT & SUB-CONTRACTING

6.1. Neither PARTY shall assign these SUPPLIER TERMS or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, such consent shall not be unreasonably withheld or delayed.

6.2. THE SUPPLIER may sub-contract its obligations to deliver the SERVICES, or any part of them under these SUPPLIER TERMS.

6.3. Excluding that which is stated in clause 7.1(a) below THE SUPPLIER shall be responsible for all work, acts, omissions and defaults of any party to whom any part of the SERVICES is sub-contracted by THE SUPPLIER as if they were work, acts, omissions or defaults of THE SUPPLIER.

7. VARIATION PROCESS

7.1. The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

7.2. The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

7.3. If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.

7.4. The PARTIES will take note of the Variation Form Schedule 8 of the FRAMEWORK AGREEMENT in respect of any Variation.

8. FORCE MAJEURE

8.1. The meaning of FORCE MAJEURE is as defined in the FRAMEWORK AGREEMENT.

8.2. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the CALL OFF CONTRACT (other than a payment of money) to the extent that such delay or failure is a result of a FORCE MAJEURE event.

8.3. A PARTY will promptly (on becoming aware of the same) notify the other PARTY of a FORCE MAJEURE event or potential FORCE MAJEURE event which could affect its ability to perform its obligations under the CALL OFF CONTRACT.

8.4. Each PARTY will use all reasonable endeavours to continue to perform its obligations under the CALL OFF CONTRACT and to mitigate the effects of FORCE MAJEURE.

8.5. If a FORCE MAJEURE event prevents a Party from performing its obligations under the CALL OFF CONTRACT for more than 60 consecutive Working Days, the other Party can End the CALL OFF CONTRACT with immediate effect by notice in writing.

9. OWNERSHIP AND RIGHTS OF USE

9.1. Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in the owning Party THE SUPPLIER (or, where appropriate, in a third party licensor).

9.2. In consideration of the fees due under these SUPPLIER TERMS, THE SUPPLIER grants to BUYER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for BUYER' internal business purposes and in connection with the receipt of the Services. Maintenance or support of such software or third party licensed property shall be subject to, and contingent on, separate licencing agreement between the PARTIES.

9.3. For the avoidance of doubt, THE SUPPLIER does not take responsibility for and is not liable for the services or delivery third parties licensors.

9.4. All PROJECT SPECIFIC IPRS shall vest in and be owned absolutely by BUYER upon full payment by BUYER of all undisputed monies due and owing under the CALL OFF CONTRACT.

9.5. Subject to that stated below, in consideration of the payment of all sums owing under these SUPPLIER TERMS by BUYER to THE SUPPLIER, THE SUPPLIER assigns and where practicable shall procure the assignment to BUYER of all PROJECT SPECIFIC IPRS.

9.6. BUYER grants to THE SUPPLIER a non-exclusive, irrevocable, royalty-free licence to use BUYER BACKGROUND IPRS of the BUYER during the Term, and thereafter as may be reasonable and necessary for the purposes of providing the SERVICES.

9.7. Neither PARTY shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent

9.8. BUYER acknowledges that any BACKGROUND IP shall be licensed to BUYER only for use in connection with these SUPPLIER TERMS.

9.9. Under no circumstances shall such licence include any licence or right of access in relation to any source code existing in BACKGROUND IP or PROJECT SPECIFIC IPRS or in any such programs except as may be agreed in writing with THE SUPPLIER. The IPRS in such source code shall remain the property of THE SUPPLIER or the relevant third party owner as the case may be. BUYER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.

9.10. Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this Clause.

9.11. THE SUPPLIER acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by BUYER or any of its AFFILIATES of any such item provided by THE SUPPLIER under the CALL OFF CONTRACT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

10. CONFIDENTIALITY

10.1. Each PARTY (the “RECEIVING PARTY”) shall treat as confidential any information it acquires from or which is provided to it under or in connection with CALL OFF CONTRACT by the other PARTY (the “DISCLOSING PARTY”) which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this THE CALL OFF CONTRACT shall not disclose to, place at the disposal of or use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.

10.2. THE SUPPLIER shall not use the Confidential Information of the BUYER for any purpose other than the execution of the SERVICES.

10.3. The provisions of Sub-Clause 10.1 shall not apply to information which:

10.3.1. prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than because of breach by the RECEIVING PARTY of its confidentiality obligations under this Clause 10; or

10.3.2. was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARY or any of its AFFILIATES; or

10.3.3. was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or

10.3.4. was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or

10.3.5. is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

11. INVOICING & PAYMENT

11.1. In consideration of the performance THE SUPPLIER'S obligations under THE CALL OFF CONTRACT by THE SUPPLIER, the BUYER shall pay the Price in accordance with THE CALL OFF CONTRACT, as may be more fully detailed in the STATEMENT OF WORK.

11.2. THE SUPPLIER shall submit a monthly consolidated invoice to the BUYER, which shall include the following detail: item; client; cost code; value; and VAT.

11.3. The amount of each correctly raised invoice shall become due for payment within thirty days from the date on the invoice.

11.4. All sums that become due for payment to THE SUPPLIER under this CALL OFF CONTRACT are exclusive of Value Added Tax which shall be payable by BUYER to THE SUPPLIER, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.

11.5. If any bona fide undisputed amount payable to THE SUPPLIER by BUYER under the CALL OFF CONTRACT is left outstanding beyond the due date for payment, THE SUPPLIER may, without prejudice to its other rights charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998.

11.6. Should THE SUPPLIER incur any costs in collecting payment of an overdue account, all such costs will be charged to BUYER, who will not have discharged their liability to THE SUPPLIER until such costs are paid.

12. TERMINATION

12.1. BUYER and THE SUPPLIER shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or these SUPPLIER TERMS at such time or times as the notifying PARTY may consider necessary for any of the reasons, and in accordance with clause 18 of the CALL OFF CONTRACT and ORDER FORM.

12.2. On termination the PARTIES will use reasonable commercial endeavours to agree the completion and payment arrangements in relation to of any Services due to be delivered or being delivered under any Statement of Work.

13. LIMITATION OF LIABILITY

13.1. Nothing contained in these SUPPLIER TERMS shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.

13.2. The PARTIES agree to the liability provisions and limitations as set out in the ORDER FORM, CALL OFF CONTRACT and clauses 4.1 - 4.3 of the FRAMEWORK AGREEMENT.

14. GENERAL LEGAL PROVISIONS

14.1. Nothing contained herein shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between BUYER and THE SUPPLIER.

14.2. In the event that any one or more of the provisions of these SUPPLIER TERMS shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of these SUPPLIER TERMS or the remainder of the provision in question and these SUPPLIER TERMS shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.

14.3. Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.

14.4. The provisions of Clauses 9, 10, 12 and 13 shall survive termination of the SERVICES or termination of these SUPPLIER TERMS for any reason whatsoever.

14.5. Subject to the order of precedence clauses, these SUPPLIER TERMS (including the Schedules) and any clauses incorporated by reference constitutes the entire agreement between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to these SUPPLIER TERMS, either written or oral.

14.5.1.1. In the event of any conflict or inconsistency, the order of precedence set out in the Call-Off Contract shall apply.

15. GOVERNING LAW

15.1. These SUPPLIER TERMS shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, BUYER and THE SUPPLIER has caused these SUPPLIER TERMS to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

Signed for and on behalf of		Signed for and on behalf of
Corporate Document Services Ltd		**BUYER**
Signature:		Signature:
Name:		Name:
Position/Title:		Position/Title:

16. SCHEDULE 1

SERVICES: Cloud Services the SUPPLIER is capable of providing through the Platform - see Schedule 1 of CALL OFF CONTRACT

Examples:

- Business Intelligence services
- Case management implementation
- Cloud hosting services
- Cloud managed services
- CMS implementation
- Content design and strategy services
- Cyber security
- Data strategy and implementation services
- Design and user experience services
- Design and implementation of AI systems
- Project consultancy
- Project management
- Research and insight services.
- Software consultancy
- Software development
- Support services
- Technical consultancy
- Web site development.

17. SCHEDULE 2

Statement of Work Charges Breakdown

[INSERT]

***Note: Call-Off Contract charges**

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. For the detailed Charges breakdown for the provision of Services during the Term please see our SFIA Rate card.

18. SCHEDULE 3

Statement of Work

This Statement of Work relates to Supplier Terms signed between the Buyer and the Supplier on [INSERT]

SOW number: [INSERT]

Date: [INSERT]

Note: Where applicable, scope, budget and timescales will be dependent on a fixed price discovery phase.

Deliverables: [INSERT]

Charges for Deliverables: [INSERT]

Acceptance Criteria: [INSERT]

Key Performance Indicators: [INSERT]

Service Levels: [INSERT]

Method of Delivery: The Services will be delivered via a [INSERT]

Timetable/ Phase(s) of delivery:

Start Date [INSERT]

End Date [INSERT]

Go Live Date: [INSERT]

Expenses/Travel/Subsistence: [INSERT]

Travel and subsistence Included in day rate within M25 for London based consultants, otherwise payable at department's standard UK government T&S rates

Mileage As above

Invoicing /Payment Arrangements: [INSERT]

Assumptions/ Derogations:

1. Where the Services include the use of licenced products, including software licences associated with project delivery, these third-party terms and condition may contain provisions that are material to delivery or quality of the service, and these bind the Buyer. The Supplier shall not be held liable for any act,

omission or failure of such third parties regardless of whether it holds the licence with such third party or not.

Signed for and on behalf of		Signed for and on behalf of
SUPPLIER		**BUYER**
Signature:		Signature:
Name:		Name:
Position/Title:		Position/Title:

OPTIMIZELY SOFTWARE SUBSCRIPTION ORDER FORM

This **Order Form** is entered into between **Optimizely AB**, a limited liability company under the laws of Sweden, with its principal place of business at Hamngatan 26, 4th floor, 111 47 Stockholm, Sweden, with corporate registration number (Bolagsverket) 556208-3435 ("**Optimizely**"); and

Customer Details		<u>**Billing Contact**</u> **Contact Email**: **Invoice Distribution Email**:	<u>**Primary Technical Contact**</u> **Contact Name**: **Telephone**: **Email**: <u>**Secondary Technical Contact**</u> **Contact Name**: **Telephone**: **Email**:
Purchase Orders			
Optimizely Sales Contact Details: **Agreement Number:**	Name: Email: Agreement:		

Optimizely and Customer are individually referred to as a "***Party***" and collectively as the "***Parties***".

This Subscription Order Form will be effective on the date of the Customer's signature ("***Effective Date***").

Signature & Acceptance by Customer. This Subscription Order Form, as issued by Optimizely to Customer, is an offer by Optimizely. When signed in the form received by Customer from Optimizely, without any alteration by Customer, and returned to Optimizely by Customer, becomes a binding agreement between the Parties with respect to this Subscription Order Form. Customer's sole signature is legally sufficient to create a binding agreement on the Parties, and Optimizely's signature is not required to create this legally-binding Order Form and Agreement. Electronic signature via DocuSign or such other similar means as determined by Optimizely is deemed an original signature of Customer. The authorized signatory represents and warrants to Optimizely that they have full authority to accept the terms of this Subscription Order Form, and to bind Customer to this Subscription Order Form.

Accepted by Customer

Authorized Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

1. THE SOFTWARE SERVICES SUBSCRIPTIONS ORDER TABLE

Subject to Customer's payment of Fees, and its performance of its other obligations under this Agreement, Optimizely will provide Customer with the following Subscriptions of Software Service.

Subscription Term – In the absence of any specified start date in the table below, the Subscription commences on the Effective Date ("Initial Subscription Term").

Order Terms			
Order Subscription Term Start Date:	Payment Term:	Payment cadence:	Support Level:
SLA	Currency:	Offer expiration date (unless signed before):	Onboarding hours expiration date

2. HOSTING REGIONS:

Software Services				
SKU Detail	Volume	Product Name	Fees*	Subscription Term

***Total Annual Fees for the Software Service(s):** (*plus Applicable Taxes)	

Professional Services			
SKU Detail	Quantity	Product Name	Fees*

***Total Fees (one-time fee):** (*plus Applicable Taxes)	

3. SUBSCRIPTION TERM

3.1 *Renewal* – Subject to Section 6, upon expiry of the Initial Subscription Term, the Subscription will automatically renew for a period of twelve months ("**Extended Subscription Term**") ("**Renewal**"), and each Extended Subscription Term will also automatically Renew for successive periods of twelve months, subject to Section 6. Renewals shall be on the same terms and conditions as this Order Form subject to Section 5.4 below.

3.2 *Subscription Term* – The Subscription continues until cancelled, or this Agreement is otherwise terminated, in accordance with the Agreement.

3.3 *Initial Subscription Term* – The Subscription term commences on the date called out in this Order, or if no date given, then on the Effective Date ("**Initial Subscription Term**").

4. SUPPORT AND SERVICE LEVELS

4.1 Support for the Software Services is described in Optimizely's Support Policy.

4.2 The technical availability of the Software Services is described in Optimizely's SLA.

5. FEES, PAYMENT, TAXES & PO'S

5.1 *Fees* – Customer's Use of the Software Service is subject to the Agreement, including the Usage Volume stated in the Order table above. Customer shall pay Optimizely all Fees as agreed in this Order Form, including Overage Fees. Although some Subscription Fees may be expressed in monthly terms in an Order Form, this is for Customer's convenience only; but Fees are payable as set out in this Order Form, including for Overage, and are to be paid accordingly.

5.2 *Non Cancellation* – Subject to the respective rights of termination, all Subscriptions are non-cancellable, and all Fees are non-refundable.

5.3 *Overage* – Customer will monitor its own Use of the Software Service and report any Use in excess of the agreed Usage Volume. Certain Software may provide functionality facilitating Customer's management of its Use. That functionality may require Customer to opt-in the reporting. Optimizely may monitor Customer's Use to verify compliance with Usage Volume and this Agreement. Overage Fees accrue from the date the Overage first occurs. Overage Fees will be calculated against the applicable Usage Volumes and will be two times (2x) the Usage Volume unit price. Overage Fees will be invoiced on a monthly basis, in arrears.

5.4 *Price Increase* – For each Extended Subscription Term, Optimizely may increase the Subscription Fee. Any such increase will be as follows: **(i)** Optimizely will provide Customer with one hundred and twenty (120) days prior written notice (email acceptable), and **(ii)** the proposed new Subscription Fee will be effective from the start of Extended Subscription Term. If Customer objects to the proposed increase, Customer has the right to cancel its Subscription for that Extended Subscription Term in accordance with Section 6 (Non-Renewal) terms below.

5.5 *Suspension and Interest* – Customer shall pay all correctly-invoiced Fees in accordance with this Agreement. If any correctly-invoiced Fee remains unpaid twenty (20) days after the date due payment, Optimizely may (in addition to any other rights) suspend Customer's access to the applicable Software Service. Optimizely will provide Customer with reasonable prior written notice (email sufficient) before any such suspension. Optimizely will not suspend the Software Service if Customer has given prompt written notice (email sufficient) of a dispute, and the dispute is made in good faith, and cooperates diligently to resolve the dispute. If the Software Service is suspended, Optimizely may charge a reasonable re-activation fee appropriate for the reinstatement of the Software Service. Unpaid Fees will accrue interest at the maximum legal rate under the applicable law of this Agreement.

5.6 *Metric / Usage Review*. Optimizely may review Customer's Use at any time during the Subscription, and Customer shall comply with all reasonable Usage review requests. Optimizely is however not obliged to review Customer's Use. Upon Optimizely becoming aware of any Overage, Optimizely shall notify Customer in writing (email acceptable) of that Overage, and may invoice Customer for that Overage in accordance with this Order Form and the Agreement.

5.7 *Taxes* – Fees and other charges imposed with the respect of Subscriptions will not include Taxes, all of which will be for Customer's account. Customer is responsible for all Taxes. Customer must provide to Optimizely any valid tax-exempt certificates or such similar document prior to signing this Order Form. If Optimizely is required to pay Taxes, Customer will reimburse Optimizely for those amounts attributable to those Taxes. Customer will provide any reasonably required information or documentation to Optimizely necessary to **(a)** satisfy informational reporting requirements; **b)** determine whether Optimizely is obligated to collect applicable Taxes or **(c)** claim an available exemption from or credit for any applicable Tax.

5.8 *Purchase Orders* – Customer's purchase orders are for Customer's administrative convenience only. Optimizely may issue an invoice and collect payment without a corresponding purchase order. This Order Form shall take precedence over any additional terms in any purchase order, and no terms included in any such purchase order shall apply to the Subscription.

5.9 *No Withholding or Set Off* – Customer may not withhold, reduce or set-off Fees owed.

5.10 *No Reduction of Usage Volume* – Customer may not reduce Usage Volume during the Subscription Term.

6. NON-RENEWAL

6.1 *Renewal Cancellation* – Notice of Renewal cancellation must be received by Optimizely no later than ninety (90) days prior to the end of the then-current Subscription Term ("Non-Renewal Notice"). A Non-Renewal Notice must be in writing and must be received by Optimizely prior to that date. Time is an important condition with respect to the delivery by the Customer, and receipt by Optimizely, of Non-Renewal Notice. Non-Renewal Notice must be sent to Optimizely either (i) at Optimizely's address on page 1 of this Order Form, marked for the attention of 'Senior Director, Customer Success and Advocacy', or (ii) via email (with acknowledged receipt requested) to subscriptionnonrenewal@optimizely.com. Upon receipt of a compliant Cancellation Notice, the Software Service Subscription will end on the last day of the then-current Subscription Term. Notwithstanding Customer's delivery of a Non-Renewal Notice, outstanding correctly-invoiced Fees for the active Subscription Term remain payable. Customer shall cease Using the Software Service on the last day of the Subscription Term, subject to its rights under the Product Supplement to access the Software Service to retrieve Customer Data.

7. UPDATES TO CUSTOMER DETAILS

7.1 Optimizely may update your Customer Details with respect to (i) your Customer name in the case of error or your change of your Customer name and address with appropriate direction (email sufficient) from your Chief Financial Officer or General Counsel, Vice President or Senior Director (or comparable) of Finance, Legal or Procurement, and (ii) your contact details with direction (email sufficient) from an appropriately-authorized person to request those changes, without the Parties having to prepare and sign any written amendment to this Agreement or change order for the Subscription.

8. PERMITTED USE OF LOGO

8.1 Optimizely may use Customer's name, logo and any trademark on Optimizely's public-facing website and in external marketing materials identifying Customer is a customer of Optimizely ("**Logo Permission**"). Optimizely's Logo Permission will not include any description of the Customer's Software Services Subscription or any other Customer Confidential Information. Customer may withdraw Optimizely's Logo Permission at any time by delivering written notice by email to Optimizely at customerlogouse@optimizely.com. Optimizely will also follow any Logo Permission guidelines provided by Customer. Any testimonials by Customer shall only be with Customer's prior written approval.

9. ADDITIONAL CONTRACTUAL DOCUMENTS

9.1 The following documents are also part of this Agreement with respect to the Subscriptions, and apply in a descending order of precedence after this Order Form: **(a)** the Product Supplement, **(b)** the Data Processing Agreement, and **(c)** the Software Services Use Terms. The online versions published as of the Effective Date (of this Order Form) are the versions that apply to the Subscriptions for the Subscription Term notwithstanding that Optimizely may later update those online versions. Customer should download a copy of those documents for its own records.

DEFINITIONS GLOSSARY

9.2 “***Agreement”*** this Order Form, the Product Supplement, the SLA, the DPA, the SUT, and all other incorporated schedules, exhibits and other appendices.

9.3 “***Authorized User***” means any individual to whom Customer grants access authorization to Use the Software Service that is an employee, agent, contractor or representative of Customer, Customer’s Affiliates, or Customer’s and Customer’s Affiliates’ Business Partners.

9.4 “***Business Partner***” means a legal entity that requires use of a Software Service in connection with Customer’s and its Affiliates’ internal business operations, which may include service providers and customers and/or suppliers of Customer and its Affiliates.

9.5 “***Contract Year***” means the one-year period from (and including) the Subscription start date stated in the Order Form, or if no date given, then from the Effective Date, and each anniversary.

9.6 “***Fees***” means all fees set out in an Order for Software Services, and any included Optimizely-provided professional services.

9.7 “***Onboarding***” is reference to pre-paid pre-defined scope-limited professional service that Optimizely provides Customer as part of the Software Service if Subscribed, and which provides for a technical overview for configuration, implementation support, and a pre-launch checklist.

9.8 “***Order Form***” (or “***Order***”) means any Optimizely ordering documentation, online sign-up, or subscription flow that references this Agreement.

9.9 “***Overage***” means Use over and above the applicable Usage Volume for the Subscription as set out in this Order Form.

9.10 “***Overage Fees***” are the Fees for Overage.

9.11 “***Product Supplement***” means additional product terms for the applicable Software Service, as identified in, and incorporated into, this Order Form.

9.12 “***Service Level Agreement***” or (“***SLA***”) means Optimizely’s Service Level Agreement.

9.13 “***Software Service***” means the cloud-based software and/or Platform services as detailed in this Order Form.

9.14 “***Software Subscription Agreement***” or (“***SSA***”) means this Agreement.

9.15 “***Support***” means the support provided by Optimizely for the applicable Software Service, as outlined in the Support Policy.

9.16 “***Subscription***” means Customer’s subscription for the Software Service as specified in this Order Form, and “***Subscribed***” shall have a corresponding meaning.

9.17 “***Subscription Term***” (or “***Term***”) means either the Initial Subscription Term, or the later Extended Subscription Term.

9.18 “***Support Policy***” means Optimizely’s Support Policy.

9.19 “***Tax***” means all transactional taxes, levies, and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, excise tax, service tax or similar taxes.

9.20 “***Usage Volume***” means the Usage Metric volume for the applicable Software Service.

9.21 “***Usage Metric***” means the standard of measurement for determining the permitted Use, and calculating the Fee for the applicable Software Service, as set out in this Order Form and as otherwise described in the Product Supplement.

9.22 “***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 interface deployed by Customer, or another intermediary system.

End Notes. The singular includes the plural. Defined words include their grammatical forms.

END OF THIS ORDER FORM