Optimizely Managed Services Service Description

Released: Aug 2nd 2021

Disclaimer:

This Service Description applies only to Managed Services sold by Optimizely / Episerver from January 1st 2018. Ektron Managed Service and Episerver Shared Managed Service do not apply to this Managed Services Service Description.

1. Overview Optimizely Managed Services

Optimizely Managed Services is an important part of the Optimizely's Service portfolio. Launched in 1996, Optimizely runs thousands of clients' websites across the globe. The Optimizely Managed Service is geared specifically for Optimizely websites. At Optimizely we can offer the blend of expert Optimizely knowledge, underpinned by a fully managed service. As Optimizely develop the platform that your online presence is based on, we have immediate access to updates or patches to solve issues that might occur.

The Optimizely Managed Service includes a base of standard service components and Optimizely can provide a vast range of optional services to customize a solution to Customer requirements.
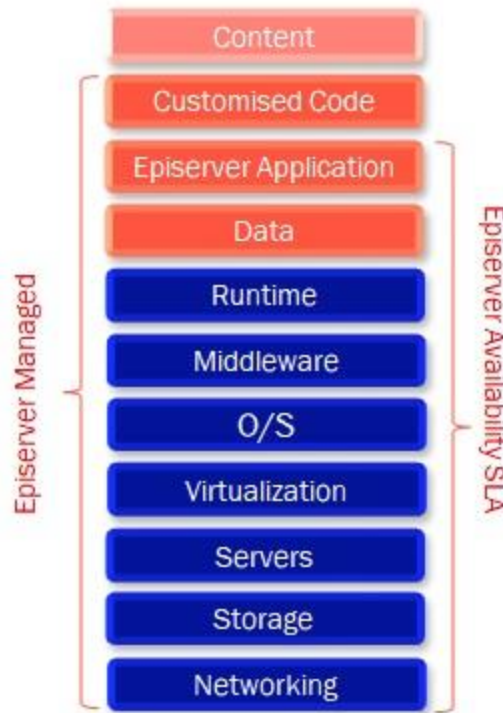

Figure 1 – Different types of Managed Services

2. Definitions

	Name	Definition

2.1	**Business Day**	Every day from Monday to Friday except 1) if Your primary business is domiciled in the Americas - Public / Federal holidays in the United States of America, 2) if Your primary business is domiciled in Europe, Africa or the Middle East – Public holidays in Sweden and Germany, or 3) if Your primary business is domiciled in Asia-Pacific, including Australia and New Zealand – Public holidays in Australia.
2.2	**Data transfer per year in GB**	Means the amount of data transfer in gigabyte generated through use of the Managed Service annually
2.3	**Deployment Stage**	Means a step in the deployment process that ensure governance and segregation of duties are met as defined in the Roles and Responsibilities Matrix, thus helping ensure the SLA. Each Deployment Stage consists of an Application Environment.
2.4	**Designee**	Customer's Affiliates' employees, consultants, contractors or agents who are authorized to work the Service and have been supplied a user identification and password by Customer (or by Optimizely at Customer's request).
2.5	**Incident**	Any event which is not part of the standard operation of the Service and which causes or may reasonably be expected to cause, an interruption to, or a reduction in the quality of, the Service. Incidents have four (4) levels of prioritization depending on the severity and urgency related to the Service.
2.6	**Optional Extras**	Means the additional capabilities or Usage Terms and Rights added to the Subscription or Managed Service Instance for an additional cost. See section 6 for more details about available Optional Extras.
2.7	**Service Request**	Is defined as industry standard tasks that periodically arise with Customer's use of the Service(s), which relate to an agreed lead time between Customer and Optimizely ("Service Request"). Example of Service Requests include, but are not limited to, changes in Optimizely Software Platform(s) configuration, deployment of new or edited code, and change of password. Service Requests are handled by Optimizely Service Desk at the commencement of the Order(s).

2.8	**Subscription**	Means a collection of at least one (1) Service Instance(s). All usage metrics and quality metrics (SLA) from use of the Software Service Instance(s) will be tallied against the usage and quality metrics of the Subscription. PPY, OPV (if applicable), SKUs (if applicable), and Transactional Emails will be measured in aggregate towards Usage Terms and Rights and Overage Terms and Price across the Software Service Instances purchased by Customer.
2.9	**Third-party Providers**	Means those certain third-party providers that offer products and services related to the Service, including implementation, customization and other consulting services related to Customer's use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. For the avoidance of doubt, third parties engaged by Optimizely as subcontractors or otherwise for the performance of its obligations under MMSA shall not be considered "Third-Party Providers".
2.10	**Transactional emails**	Means emails Customer sends through the Subscription email service.
2.11	**Usage Terms and Rights**	Means the maximum usage rights Customer shall be provided, measured and charged by Optimizely within a Contract Year before Overage Terms and Price apply.
2.12	**Virtual Server**	mean a virtual operating system environment where the operating system instance is used to run hardware virtualization software (e.g. Microsoft Virtual Server, VMWare or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) and is considered equal to a single physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system and thus one (1) Virtual Server.

Optimizely

3. Standard components of Managed Service

3.1   Standard Operational Responsibility

3.1.1 Hosting location

Optimizely's Managed Service has a layer in Microsoft's global footprint of datacenters, powering our ecosystem with a dynamic spread of services. Customers can choose which datacenter or datacenters they would like to run out of. The choice of datacenter(s) usually based upon geographical location of: Integration Points, Visitors and Editors need to be run out of.

3.2   Patch management

The update and patch management of Optimizely products and Microsoft O/S and SQL are all included within this Service.

3.2.1 Microsoft product patches

Patches are tested same week as released. Microsoft patches are applied to Customer environments the week following patch release. Patches applied are; critical and security.

3.2.2 Optimizely product patches

Such patches are applied based on schedule set by the Customer and/or its Designee.

3.3   System Management

System management entails that Optimizely takes responsibility for ongoing administration of systems. The service is conducted by our system technicians. System administration entails that:

- Optimizely handle the daily operation of virtual server systems with respect to their operating systems and standard service (an example of such a standard service is web server).
- Optimizely regularly install the patches and updates that the supplier of operating systems and SQL provides.
- We regularly update system documentation so that the current configuration always is documented.

Optimizely are the only ones that have administrator rights for systems, and we make all system changes that require such rights, this to ensure high operational reliability.

3.4   Standard operational monitoring

Our service monitoring has several triggers and alerts which will alert operations personnel (via alert consoles, e-mail and SMS texting) around the clock should an issue arise. Optimizely's standard operational monitoring includes;

- **Infrastructure Monitoring**; all parts of our infrastructure are monitored; Hardware, Storage, Network, Servers, Firewalls and Load Balancers.
- **Synthetic Monitoring**; Optimizely will check that Customer website is up and measure its response time from different locations over the world. The monitor will check your sites URL for its availability (not just pinging a port) and then continue to search the page for a predefined string of text. If an identical text string isn't identified, an alert is sent.

If an alarm is triggered from either form of monitoring, troubleshooting begins per Standard Support Agreement. A technician will connect into your system to start troubleshooting. In the event of hardware issues, a technician will, if necessary, travel to the concerned hosting center. Optimizely can also provide additional application level monitoring, see section 5.10 for details.

3.5   Internet Access

Optimizely is classified as an ISP. This means that Optimizely has its own AS number and buys capacity from independent transit providers to ensure high availability on the Internet. Optimizely Managed Services can deliver up to 10 Gbps.

Transmission speed

The Managed Service includes a connection to the internet which has a transmission speed of:

- 1,000 Mbps - Ethernet 1000Base-T - Gigabit Ethernet.

Volume of transferred data traffic

The actual price parameters are captured in the Order(s) (as part of the Agreement between Optimizely and the customer). Contact your sales representative for available tiers and parameters.

3.6   Anycast DNS Support

Optimizely acts as name server for customers requesting this service with global anycast domain naming services.

3.7   Standard Security components

3.7.1 Shared clustered firewall

Environments are safeguarded by a firewall that controls outgoing and incoming internet traffic. Because the threat picture is constantly changing, a firewall must be continually monitored and updated to ensure correct function.

Optimizely configure the firewall so that it is adapted to Customer solution (network topology and systems). The firewall service is then put in service. When Customer environment changes, this can require changes to the configuration.

Sharing a firewall means that the hardware is shared by several systems but that there is a logically watertight component in the software that makes a shared firewall appear from the outside to behave in the same way as a dedicated firewall.

The firewall service is fully managed, which means that:

- Optimizely are responsible for the service's ongoing operation.
- The Service includes continual monitoring of operations. In the event of operational problems, our Service Desk receives alerts.
- When the solution's configuration is changed, we save all old configurations. This simplifies, for example, switching back to an old configuration.
- The solution activity log files are saved for at least one month back in time.
- We analyze the activity log files in event of suspected intrusion attempts that we become aware of. In the event of serious intrusion attempts, we ask the owner of the address space from which the attack originated (if this can be traced) to take appropriate measures. As required, we also block pertinent address spaces.

3.7.2 Microsoft Anti-malware for Azure

The Managed Service relies on Microsoft's standard approach for Azure antimalware to provide real time protection and content scanning.

3.8 Standard Backup Management

See Section 8 for more information.

3.9   Redirect to Secure URLs

The service follows industry standard best practices and will provide customers the ability to redirect from a non-secure www URL and/or non-secure root domain to a secure www URL (e.g. http://www.customer.com or http://customer.com redirect to https://www.customer.com). Customers who wish to redirect from a secure root domain to a secure www URL (e.g. https://customer.com redirect to https://www.customer.com) can consider alternate solution approaches. Learn more in the TLS/SSL topic on Optimizely World.

4. Required features of Managed Service

4.1   Below Services are required to be applied for any Managed Service provided by Optimizely as a part of achieving compliance for GDPR, Article 32.

4.1.1 Transport Layer Security (TLS/SSL)

TLS/SSL is commonly used for encrypted integration and communication with other services over HTTP (HTTPS).

Certificates can either be provided by the Customer or obtained through Optimizely Managed Services at an additional cost. Hosting of certificates can also be added for an additional cost.

4.1.2 Web Vulnerability Scanning (WVS)

WVS includes active and passive web vulnerability security tests, which adds another layer of protection against a wide variety of flaws, including SQL, LDAP, XPATH and NoSQL injections, Cross Site Scripting flaws, broken session management, remote code and command execution, malware, etc.

A report will be provided to the Customer on their usage.

WVS is available at an additional cost. Pricing is based per target, where the target is defined by the Customer. A target can be an entire domain or a smaller subset such as a page. Unlimited tests can be run on a defined target.

Third party consulting on any issues identified is available at an additional cost.

5. Additional features of Managed Service

5.1 Infrastructure

The infrastructure layer for Optimizely's Manage Service is based on Microsoft™ cloud architecture and Microsoft Azure™*, except for Region Sweden.

Note: Managed Service is purpose-built for Optimizely but with a limited set of Azure services available, except for Region Sweden.

5.2 Regional Data Centers

When setting up a Service Instance for Managed Service, customers can choose from one of the following locations:

Region
West US
East US
Canada
North Europe
Sweden
Australia East

5.2.1 Paired Data Centers

Paired data centers are an optional extra service with Optimizely Managed Service.

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

5.2.2 Region Sweden

For Region Sweden, Microsoft Azure features and Compliance do not apply.

5.3 Third-Party Providers

Optimizely Managed Service require third-party providers to provide certain infrastructure or components, and those may acquire the user to adhere to terms and conditions as well.

As a Customer of the Optimizely Managed Service, the following third-party service providers can be part of the Managed Service Subscription.

5.3.1 Cloudflare™ CDN

https://www.cloudflare.com/terms

5.3.2 New Relic

https://newrelic.com/terms

5.3.3 Microsoft Azure™

https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

5.3.4 Verizon™

http://www.verizon.com/about/terms-conditions/overview

5.4 Deployment stages

Service Instances include a deployment process with one or more deployment stages as defined in the MSA. The deployment process can be extended with additional instances for an additional cost.

Production

Preproduction

Integration

Deployments Stages are typically used as follows.

5.4.1 Integration Stage

Customer deploy the full solution, as daily builds or continuous releases. Here customers can validate initial integrations with external systems, perform functional testing, and add initial content in the case of a first-time deployment. The integration environment has fixed configuration.

5.4.2 Preproduction Stage

Optimizely uses this stage to test Production deployment and verify performance and operational functionality. Customers may also use for UAT, load testing, or approved penetration testing. Deployment is done by Optimizely. Content in this environment is not backed up and may be overwritten during deployments and upgrades.

5.4.3 Production Stage

The Production Stage governs changes to the live Production environment. In Production website users will perform authoring of content, using for example the Optimizely content publishing flow or Projects, and website visitors can access public content. Production deployment is done by Optimizely.

5.5 Optimizely software version

The customer application code provided must function on a Microsoft supported Windows OS version / edition as well as a supported SQL Server version / edition.

5.6 Updates, Upgrades and Deployment

Optimizely follows a continuous release cycle with new releases typically available every 1-2 weeks. Releases may include both new features and fixes. Customers choose when to apply upgrades, The Customer is responsible for obtaining and apply software updates and upgrades to the Optimizely product.

5.6.1 Code Deployment

Standard deployment automation tools such as Octopus Deploy and Visual Studio Team Services are recommended for environments in the deployment pipeline prior to pre-production.

5.6.2 Developer License(s)

Customers may require Optimizely on-premises development license(s) to be used in conjunction with Managed Services, with Customers in good standing. Use of Optimizely development license(s) requires customers to accept and adhere to the Optimizely EULA, which can be found here – http://www.Optimizely.com/legal/Optimizely-dxc-eula/. Optimizely development license(s) and use thereof does not qualify for any support under the SLA.

Note: The definition of a "Development License(s)" - a limited License Type that can only be used for non-commercial purpose(s). They cannot be used for any public facing site or server and are typically labeled as, but not limited to, "Partner", "Developer", "Demo", "Demonstration" or "Evaluation" license(s). Customers may install Development License(s) in machine-readable, object code form on non-public facing physical developer computer(s) or on non-public facing virtual developer instance in a virtual operating system environment for non-production, non-commercial Use in a non-Server environment for a single named user and development purposes only. Development License(s) are not subject to a fee under these conditions, but are limited to a maximum of one (1) year. For additional clarity, should a Customer install a Development License on any server (regardless if considered a "production" or "non-production" server), or on any computer which is accessed by more than one individual at a single time, that is a violation of the EULA. These examples and use cases require the Customer to purchase a full Optimizely Server or Instance-bound license(s). Non-production servers (typically labeled as, but not limited to "QAT", "CAT", "Integration", "Development", "Fail-over", "Emergency", "Backup", "Testing") all require full, paid-for Optimizely Server or Instance-bound license(s).

6. Optional Extras

Customer may elect to receive the following Optional Extras. In the event the Customer elects to receive any Optional Extras, the parties shall discuss and negotiate relevant terms in good faith.

6.1 Load balanced solution (Optional)

Customer can choose to have the Production environment of Customer Solution Load-Balanced. A load-balancing solution is appropriate when there are very high reliability demands and/or when a website will be handling very many visitors at the same time. The load-balancer is located between identically configured web servers and the internet. The load-balancer produces the perception that these web servers only constitute a single website since the visitors are automatically distributed evenly over the various virtual web servers. It can be added for an additional cost.

6.2 High Availability (Optional)

Customer can choose to have the database of Customer solution locally clustered over one primary and one secondary database instance. It can be added for an additional cost.

6.3 Enterprise Search (Find) (Optional)

Optimizely Enterprise Search (Find) is optional to the service. The number of languages included depends on what Find tier that is chosen.

Customers can choose from a list of Supported Languages.

If additional text analysis is required for languages beyond the set number included in the Find Service, they can be added for an additional cost. See the Supported Languages section on Optimizely World for additional details.

Additional indexes for local development environments can also be added for an additional cost.

Customer must avoid storing Personally Identifiable Information (PII) data of Data Subjects in indexes.

6.4 Delivery Network (CDN) (Optional)

The service includes infrastructure for caching assets such as images and video at the edge of the network closest to visitors to optimize content delivery globally.

All traffic to the Digital Experience Cloud Service goes through the Delivery Network. CDN can be added for an additional cost.

6.4.1 Delivery Network - China (CDN China) (Optional)

Customers with a presence in China may wish to extend their CDN capabilities with this additional offer to ensure visitors within China have the best experience. Since China's internet infrastructure differs from the rest of the world this requires special arrangements and agreements to be put in place. The Customer must obtain their own ICP # and provide to Optimizely to enable China CDN. Optimizely cannot support in the application of such ICP #.

China CDN can be added for an additional cost.

6.5 Virtual Private Network (VPN) (Optional)

VPN may be used to allow a secure connection to internal corporate resource(s), for example. Communication is one-way to the on-premise system. One (1) VPN connection is included with all Application Environments.

6.6 Web Application Firewall (WAF) (Optional)

The Digital Experience Cloud Services uses WAF to mitigate attacks at the network edge, protecting the Customer's website from common web threats and specialized attacks before they reach the Customer's servers.

- Automatic protection from diverse threats, with default rule sets and automatic rule updates providing Layer 7 protection that is fully integrated with DDoS mitigation
- Minimal processing times with instant global updates
- No hardware, software, or tuning required

CDN Service is required for use of the WAF Service.

6.7 Transactional Email (Optional)

Transactional emails are typically mails triggered automatically from a user's interactions with the website such as form submissions, email confirmation, order confirmation, shipping notifications, abandoned cart, etc.

A Subscription support a set number of transactional emails per month. Additional emails can be added for an additional cost.

6.8 Application Performance Monitoring (Optional)

6.8.1 Real User Monitoring

Customer get browser performance data directly from your end users, by monitoring transactions, JavaScript rendering speed and network latency, to gauge the end user experience.

Customer can gain valuable, real-time insight into:

- Browser performance and response time
- Individual instances of slow end user page requests
- Whether bottlenecks are in front end, the app, or connected systems

6.8.2 Proactive Notifications

Optimizely can, together with Customer, set thresholds on critical metrics and get email alerts, to notify when your websites behavior deviates sharply from the norm.

Optimizely and / or Customer can act before users start calling, from:

- Error rates within a given time period
- Server CPU, memory, I/O, and disk space

6.9 Optional expansions of Virtual Server components

Customer can choose to expand Virtual Server(s).

6.10 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 self-service website.

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

7. Optimizely Support

Please refer to the Optimizely Services SLA for more information.

8. Service Health and Continuity

Optimizely provides a service dashboard where Customer can register to receive incident updates and view information about platform wide planned maintenance regarding the Digital Experience Cloud Service.

Optimizely Managed Services and Support communicates incidents regarding Customer specific applications and websites. Customers are notified by email regarding issues and are continuously updated during the progress of the incident.

8.1 Backup copying and loss of data.

Optimizely takes the responsibility that backup copies of the data files and the production databases included in the Subscription are made daily. Optimizely takes the responsibility that

such backup copies are saved with Optimizely for seven (7) days. Thereafter Optimizely does not take any responsibility for the backup copied information.

8.1.1 Additional backup

If Optimizely shall take responsibility for the backup copying of other data and/or to any other extent than that stated in the Service Description, such obligation shall be specifically agreed in writing between Optimizely and the Customer.

8.1.2 Responsibility for loss or distortion of data

Over and above the responsibilities that Optimizely has taken on in accordance with section 7.1, Optimizely does not take any responsibility for any loss or distortion of information/data.

8.2 Backup and Retention Schemes

Customer can order a restore of the Customer's service to a previous state, or create a new instance based on one of the Customer's backups.

The Customer deployed code and configuration is backed up every twenty-four (24) hours.

The backups are replicated to the paired data center, to ensure availability of the backups in the event of disaster.

8.3 Disaster Recovery

In the event of a service outage within a data center, Optimizely will work to restore the service based on a service request. When Customer opens a restore ticket with the Service desk, the application is restored to the most recent backup. See Backup and Retention Schemes above for further details.

Optimizely will first look to restore the application within the primary data center. If the data center is permanently unavailable, the paired data center will be utilized.

8.3.1 Recovery Point Objective (RPO)

RPO is 24 hours.

8.3.2 Recovery Time Objective (RTO)

Please refer to the Optimizely Services SLA for target objectives.

9. Service Level Agreement

Please refer to the Optimizely Services SLA for more information.

10.   Reporting

10.1   General Report

As part of the Service(s) being provided to Customer, Optimizely shall report on Subscription usage and quality, commencing from the Launch of the Service. The following shall be reported as a minimum:

- The measured Quality Metrics of Service Instance(s) under the Customer's Subscription.
- The measured Consumption metrics of Service Instance(s) under the Customer's Subscription.
- Incident(s) and Problem(s) of Service Instance(s) under the Customer's subscription.
- Service Requests of Service Instance(s) under the Customer's subscription.

10.2   Challenging Report

Should the Customer dispute any portion of the reported data, they shall have fifteen (15) Business Days to give written notice of the dispute to Optimizely. Customer must have documented evidence contrary to any Optimizely-generated report in order to raise a dispute. Parties agree to resolve any dispute in good faith, and not unreasonably withhold agreement to a compromised resolution.

11.   Roles and Responsibilities

See the Roles and Responsibilities Matrix for more information.

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.

12.1.1 Provisioning time.

If all necessary data to provision the Subscription has been included in the Order Optimizely has a target of provisioning the Customer's solution within 15 business days after the Order has passed all checkpoints within the Order Management System and reached Optimizely Managed Services.

12.1.2 Validity and duration of the Service Description

This Service Description shall remain valid as a description of Managed 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. http://world.optimizely.com/services/descriptions/optimizely-managed-services-service-description.

Appendix 1 - Changelog Summary

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).

Changes for distribution Aug 2nd, 2021

Brand Change

- Changed brand from Episerver to Optimizely throughout.