

Appendix – Episerver Personalization Agreement

This Appendix is made and entered into between Customer and Episerver as part of the Master Services Agreement.

the Parties have now therefore made and entered into this Appendix to the Agreement for Episerver Personalization Software Services (“EPA”) to be considered as an integral part of the Agreement. Terms defined in the Agreement, including the Episerver End User Service Agreement (“EUSA”), which are capitalized terms, shall apply within this EPA. Terms defined in this EPA shall only apply to Episerver Personalization Software Service(s).

1. Additional Definitions

- 1.1. **“Catalogue Feed”** means electronic files with data provided by Customer to Episerver in a prescribed format defined by Episerver.
- 1.2. **“Customer Branding”** means the Customer’s corporate branding, such as trademarks or names or logos.
- 1.3. **“Customer Media”** means any digital channel in which Personalization Software Services is deployed.
- 1.4. **“Customer Systems”** means the hardware and software which the Client uses from which the Personalization Software Services is accessed.
- 1.5. **“Personalization Software Service(s)”** means Episerver hosted personalization software services, including but not limited to Episerver Product Recommendations, Analytics, Content Recommendations, Email Recommendations and Personalized Search & Navigation (also requires Search & Navigation Software Service to be purchased), by which Personalization Software Services identified and described in the Order and is provided by Episerver pursuant to this EPA.
- 1.6. **“Personalization Instance”** means a working environment within Episerver Personalization Software Service(s). A Personalization Instance is a segmented environment with associated access controls that serves to organize a single tracking end point, one logical data store, multiple login access to the Personalization Portal for personalization strategies and rules, and access to reporting for a single Personalization Instance. Each instance includes the Personalization Software Services as identified and defined in the Order and can include: Product Recommendations, Analytics, Content Recommendations, Email Recommendations and Personalized Search & Navigation. For example, If Customer is managing different countries in a single Personalization Instance, a User working on a particular instance has access to all personalization activities for other countries within the Personalization Instance. If Customer is managing each country, in a different Personalization Instance, then Users working on a particular country can only see marketing activities for that country. Customer may purchase additional Personalization Instance(s).
- 1.7. **“Personalization Connector”** means an optional integration connector within the Personalization Software Service that enables integration to various third-party software services. Each Personalization Connector is limited to a single Personalization Instance.
- 1.8. **“Personalization Portal”** means a web based interface that enables Customer access to performance reports, merchandise rule creation and triggered emails.

2. Additional Terms and Conditions

- 2.1. Customer must inform and have proper, lawful consent for any individual that has access to, uses, or in any way interacts with the Personalization Software Services, or any website or Customer Media which is associated with Personalization Software Services. This includes, but is not limited to, all applicable legislation, regulations and laws regarding data privacy and protection, tracking, analytics, scripts, cookies and any technological instrument used for gathering, retaining and processing an individual’s information.
- 2.2. Episerver will provide instructions for Customer’s best-practice use and management of the Personalization Software Services which may be amended and updated by Episerver from time to time and may include (at Episerver’ discretion);
 - 2.2.1. arrangements for using the technical support provided by Episerver;
 - 2.2.2. usage guidelines describing recommended or required actions Customer should take to ensure efficient operation of the Personalization Software Services;
 - 2.2.3. procedures to ensure that the security and integrity of the Personalization Software Services is maintained, and any procedures which arise from the need to comply with applicable law, regulations, or terms of use of any hosting facility engaged by Episerver in connection with the Personalization Software Services; and
- 2.3. Personalization Software Services are hosted on shared web servers. Customer may use the Personalization Software Services only from servers hosted or managed by Episerver.
- 2.4. If Customer wishes Episerver to perform any task which is not part of the Personalization Software Services and relevant statement of work (“SOW”) or to provide an enhanced service, Episerver may carry out the task and/or enhance the Personalization Software Services at its sole option, and Customer will be charged separately at Episerver’s applicable then current rates for such services in accordance with a mutually signed and agreed upon SOW. Examples of additional work include re-platforming, site category restructuring or code breaking caused by Customer changes.
- 2.5. Personalization Software Services shall be provisioned at the start of the Initial Subscription Term, through a standard setup ready for Customer. Customer takes notice that performance of Personalization Software Services may be impacted by the failure of Customer in providing and updating Customer Data and the Catalogue Feed, documents, data, files and other

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content required for the Personalization Software Services (which may affect SLA); and

- 2.6. Customer agrees to use the identities and passwords assigned by Episerver for use of the Personalization Portal or Insight made available by Episerver as part of the Personalization Software Services, but only to the extent necessary to enable legitimate use of the Personalization Software Services in accordance with this Agreement.
- 2.7. Customer acknowledges that it is its sole responsibility to determine that the Personalization Software Services meet the needs of its business and to satisfy itself that the Personalization Software Services has been setup and is ready for operational use in its business before connecting its own public web sites(s) and/or other Client Media before commencing usage of Personalization Software Services.
- 2.8. Except as otherwise stated in the Agreement, Customer is responsible for maintaining validation, error correction, back up and reconstruction of its own systems.
- 2.9. All other terms of the Agreement, including but not limited to the EUSA, SLAs, Data Processing Agreement (if applicable) and references apply to Personalization Software Services equally.