

The following special conditions apply to its access to and use of the Delivra products.

1. Optimizely is reselling the Delivra product to Customer ("**Delivra Product**"). Delivra owns the Delivra Product and hosts the Delivra Product.
2. The Software Use Terms apply to Customer's access to and use of the Delivra Product. However, documentation with respect to the Delivra Product is made available by Delivra only.
3. Fees for Customer's use of the Delivra Product are payable by Customer to Optimizely as set out in the Software Subscription Agreement. There are no fees payable by Customer to Delivra for its access to and use of the Delivra Product.
4. Optimizely Support does not apply to the Delivra Product. Optimizely is providing the Delivra Product "as-is", and any support with respect to Customer's access to and use of the Delivra Product provided by Delivra in accordance with its published support policy.
5. Optimizely's SLA does not apply to the Delivra Product. The technical availability, scheduled downtime and unscheduled downtime with respect to Customer's access to and use of the Delivra Product provided by Delivra in accordance with its published service level agreement.
6. Customer will indemnify Optimizely from and against all liabilities, including damages and attorney fees, of and otherwise incidental to any claim by Delivra (including its licensors) against Optimizely for Customer's breach of the Software Subscription Agreement as it concerns Customer's access to and use of the Delivra Product.