

## ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR REPUTATION MANAGEMENT SERVICES

### 1. Introduction.

- 1.1. These Oracle Product Specific Terms and Conditions for Reputation Management Services (“Product Terms”) are entered into by and between Oracle and Client, and are incorporated into the Agreement entered into by and between the same.

### 2. Reputation Management Service.

- 2.1. ‘Reputation Management’ is an email delivery consultation service whereby Oracle will (i) monitor and analyze Client’s use of Oracle’s Email Delivery Services and (ii) provide advice and feedback to help optimize Client’s use of Oracle’s Email Delivery Services.
- 2.2. Reputation Management is not a technical support service for Oracle’s Email Delivery Services, rather it is a service designed to help Client optimize its use of Oracle’s Email Delivery Services. Information relating to technical support for Oracle’s Email Delivery Services can be found in the Product Specific Terms and Conditions for Oracle’s Email Delivery Services.
- 2.3. Reputation Management is designed to optimize Client’s ability to deliver legitimate email through Oracle’s Email Delivery Services. Client agrees that it shall not use Oracle’s Reputation Management service to send email in violation of any law, rule or regulation.

### 3. Ownership, Use.

- 3.1. As between the Parties, Oracle shall own and retain all rights, title and interest in and to the Reputation Management Services, including, without limitation, Oracle Data. Client may use the Reputation Management Services, including Oracle Data, solely for its legitimate, internal business purposes.
- 3.2. Oracle Data is Oracle’s Confidential Information. Accordingly, Client may not disclose Oracle Data to any third party without Oracle’s prior written consent in each instance, which Oracle is under no obligation to provide. In the event that Oracle consents to Client’s disclosure of Oracle Data, Client will provide Oracle with reasonable attribution for any disclosure or publication of the Oracle Data. Oracle will have no liability to any third party to which Client discloses any Oracle Data (whether with Oracle’s consent or in violation of this Agreement), including without limitation any operator of a third party measurement target.
- 3.3. For the purposes of these Product Terms, “Oracle Data” means all information, data and specifications provided by or on behalf of Oracle in connection with the Reputation Management Services.

### 4. Disclaimers.

- 4.1. Due to the various factors affecting inbox delivery rates which are outside of Oracle’s control, Oracle cannot and does not guarantee that its provisioning of Reputation Management services will result in increased email deliverability (e.g., increased inbox placement rates, increased open rates, enhanced sending reputation scores).
- 4.2. Client acknowledges and agrees that Reputation Management is specifically designed for, and is solely intended to be used in connection with, Client’s use of Oracle’s Email Delivery Services, and that Reputation Management is not intended for use with any third party email delivery services.

- 4.3. REPUTATION MANAGEMENT IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. ORACLE MAKES NO REPRESENTATIONS REGARDING REPUTATION MANAGEMENT AND DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.4. WITHOUT LIMITING ANY OF THE GENERALITY OF ANY DISCLAIMER SET FORTH IN THESE PRODUCT TERMS OR THE MSA: (i) ORACLE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, ACCURACY OR SUITABILITY OF THE REPUTATION SERVICES, INCLUDING WITHOUT LIMITATION, ORACLE DATA; (ii) ORACLE HEREBY DISCLAIMS ALL WARRANTIES RELATED TO THE REPUTATION MANAGEMENT SERVICES, BOTH EXPRESS AND IMPLIED. ORACLE SHALL HAVE NO LIABILITY RESULTING FROM CLIENT’S USE OR RELIANCE UPON ORACLE DATA; AND (iii) ANY USE, RELIANCE ON OR USE OF THE REPUTATION MANAGEMENT SERVICES, INCLUDING, WITHOUT LIMITATION, ORACLE DATA, WILL BE AT CLIENT’S SOLE RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR THE RESULTS OF SUCH ACTIONS.

## **5. Indemnification.**

- 5.1. Client agrees to indemnify and defend Oracle, its Affiliates and their officers, directors, employees and agents from and against any and all liabilities, damages, fines, penalties, costs and expenses (including all attorney’s fees) arising from or related to any third-party claim (including any claims brought by or fines imposed by any government agency) alleging that the Client used the Reputation Management Services to violate any third party rights or any applicable law.