



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR DYN TLD SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Dyn TLD Services are entered into by and between Oracle and Client, and are incorporated into the Agreement entered into by and between the same.

2. GENERAL DEFINITIONS.

- 2.1. 'Credit' shall mean a dollar value equal to one three hundred and sixty fifth (1/365th) of the annualized amount of the monthly recurring fee due from Client under the applicable Order for the affected Dyn TLD Services.
- 2.2. 'DNS Query' or 'Query' means a request sent by a computer to a Nameserver using the DNS Protocol as defined in RFC 1034, RFC 1035 and other relevant IETF publications.
- 2.3. 'DNS Zone' means a collection of connected nodes of a DNS Zone tree authoritatively served by a Nameserver (note that a single Nameserver can host many DNS Zones). Administrative responsibility over any DNS Zone may be divided, thus creating a descendant zone, which is a DNS Zone in its own right. Authority over a descendant DNS Zone is delegated for a portion of the ancestor DNS Zone, usually in form of sub-domain names, to another Nameserver. The ancestor DNS Zone ceases to be authoritative for the descendant DNS Zone.
- 2.4. 'Delegation' means an administrative boundary between a DNS Zone and a descendant DNS Zone, and in particular in the case of a DNS Zone published by a Top Level Domain Registry, an administrative boundary between Client and a registrant has registered a Domain Name in a Top Level Domain Registry operated by Client.
- 2.5. 'Domain Name' or 'Domain' means a portion of the DNS namespace subordinate to a Client DNS Zone and registered in a Top Level Domain Registry operated by Client.
- 2.6. 'Emergency Maintenance' means maintenance that Oracle deems, in its sole discretion, necessary to remedy or prevent defects in Oracle's systems or networks that are affecting or may imminently affect the quality of the Services.
- 2.7. 'NI' or 'Nameserver Infrastructure' shall mean the group of Oracle controlled systems (servers, hardware, and associated software) that are responsible for delivering the Dyn TLD Services.
- 2.8. 'PI' or 'Peripheral Infrastructure', shall mean the application protocol interfaces, zone transfer mechanisms, update systems, and other Client-accessible data access or manipulation methods provided by Oracle to Client for use in connection with the Dyn TLD Services.
- 2.9. 'Resource Record' means the manner of storing particular data concerning a DNS Zone or Host (e.g., A-Record, AAAA Record, and CNAME).
- 2.10. 'Scheduled Maintenance' means maintenance and/or upgrades to Oracle's systems or networks conducted (i) within Oracle's Regular Maintenance Windows or (ii) no less than forty-eight hours of receiving electronic notice from Oracle of such maintenance and/or upgrades, which such notice may be provided via web-posting on dynstatus.com or such other website that Oracle may designate from time-to-time.

3. DYN TLD SERVICES

The Dyn TLD Service is an authoritative, secondary DNS service for TLD operators whereby Oracle will use commercially reasonable efforts respond to DNS Queries relating to the Client DNS Zones for the TLD(s) listed in each applicable Order using a geographically diverse, global network that utilizes IP anycast technology.

4. SERVICE FEES, USAGE AND OVERAGE FEES

4.1. **Service Fees, Overage Fees.** The fees for the Dyn TLD Services are based in part on the number of Delegations present in each of the DNS Zones listed in each applicable Order. The minimum, recurring service fees to be charged for the Dyn TLD Service will be set forth in each applicable Order. For each month in which the number of Delegations present in each of the DNS Zones listed in an Order for the purchase of Dyn TLD Services exceeds the number of Delegations specified in that Order, then Client will be charged overage fees for such excess usage at the rates set forth in the applicable Order. If the applicable Order does not specify an overage fee for such excess usage, then the overage fees to be charged to Client for such excess usage shall be as follows:

OVERAGE FEE SCHEDULE	
Standard Features	
Delegated Domains	\$0.01 (USD) per Delegation

5. SERVICE LEVELS

5.1. Service Levels.

5.1.1. ‘NI Outage’ means a period when the Oracle NI fails to respond to DNS queries for more than 15 consecutive seconds out of any thirty (30) day period.

5.1.2. ‘PI Outage’ means a period when the Oracle PI is unavailable for more than four (4) hours out of any thirty (30) day period during periods that are outside of Scheduled Maintenance.

5.1.3. ‘Outage’ means a NI Outage or PI Outage, as applicable.

5.2. Exclusion from Outages.

Notwithstanding any other term in herein, any faults, defects, latency, downtime or unavailability of the Services caused either in whole or in part from one or more of the Exclusions shall be excluded from the calculus for determining Outages, and an Outage shall not be deemed to have occurred where downtime, unavailability, latency, faults, defects or other circumstances that may affect the Services resulted, either in whole or in part, from one or more of the Exclusions.

The term “Exclusions” refers to the following acts, omissions, event and circumstances: (i) the suspension and/or termination of the Services as described in the MSA and/or the AUP; (ii) any actions or inactions of you or any third party; (iii) Client’s or its representatives’ or end users’ failure to comply with the terms and conditions of this Agreement, (iv) any failure to comply with the usage limits set forth in the applicable Order; (v) any inaccurate or insufficient information or configurations provided or set by Client or its representative(s) or Authorized Users (vii) any misuse of the Services; (viii) any Client or third-party equipment, application programing, software, systems or networks; (ix) any network unavailability outside of the NI or PI; (x) any malicious acts by a third party against Client or against its end users, agents or suppliers; (xii) Scheduled Maintenance or Emergency Maintenance; (xiii) any acts of terrorism, cyber terrorism or God, or any other event of force majeure; or (xiv) any other events or circumstances that are outside of Oracle’s reasonable control (collectively, the “Exclusions”).

5.3. Notification, Determination & Credits.

5.3.1. **Notification of Potential Outage Event.** When Client becomes aware of a potential Outage, Client shall open a support ticket in Oracle’s support ticket system for Dyn Services as soon as is practicable, but in no case more than five (5) calendar days after the event.

5.3.2. **Determination Regarding Existence of Outage Event.** Oracle, based upon its records and data, shall have the power to determine, in its sole discretion, whether an Outage occurred.

5.3.3. **Determination of Credits Due to Client.** Upon receipt of said support ticket, Oracle shall take reasonable commercial steps to determine whether an Outage occurred, and thus whether Client is eligible to receive Credit(s). In the event that Oracle determines that an Outage has occurred, the number of Credits to be issued will be calculated as follows:

NI Outage Length	Credit(s)
15 sec. – 5 min.	1
5:01 min. - 4 hrs.	7
More than 4 hrs.	30

PI Outage Length	Credit(s)
4 hrs – 8 hrs	1
8:01 hrs. - 12 hrs.	3
More than 12 hrs.	7

5.3.4. **Application of Credits to Client’s Account.** Credit(s) due to Client shall: (1) not exceed thirty (30) in any one month period; (2) be applied to Client’s Account by crediting the value of the Credit(s) against Client’s next charge or invoice.

6. TECHNICAL SUPPORT

Oracle will use commercially reasonable efforts to make a member of its technical support staff available to respond to questions and/or concerns about the Services in accordance with the Technical Support Schedule set forth below.

Technical Support Schedule	
Standard Support	
Support hours/days per week: phone	24/5 Sun. 8PM – Fri. 8PM EST
Support hours/days per week: email	24/5 Sun. 8PM – Fri. 8PM EST

7. MISCELLANEOUS

7.1. The provisioning of Credits in accordance with the terms of these Oracle Product Specific Terms and Conditions for Dyn TLD Services shall be Client’s sole and exclusive remedy should Oracle not meet the level of service provided for in these Oracle Product Specific Terms and Conditions for Dyn TLD Services.

7.2. All times referenced in these Product Specific Terms and Conditions are EST/EDT.

7.3. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Oracle Master Services Agreement for Dyn Services or the applicable Order(s) that are associated with these Oracle Product Specific Terms and Conditions for Dyn TLD Services.