



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR DYN EMAIL DELIVERY SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Dyn Email Delivery 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. 'Client Authorized User' shall mean all individuals or users granted rights (intentionally or unintentionally) by Client in Client's Dyn Email Delivery Services portal (<https://email.dynect.net>).
- 2.2. '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 Email Delivery Services.
- 2.3. 'DKIM' or 'DomainKeys Identified Mail' is an email authentication framework system that allows mailbox providers to validate mail from your domain against a public (DNS) and private key.
- 2.3. '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.
- 2.4. 'MI' or 'Mailserver Infrastructure' shall mean the group of Oracle controlled systems (servers, hardware and associated software) that are responsible for receiving and delivering the Dyn Email Delivery Services.
- 2.5. 'RFC' means a final, non-draft 'Request For Comment' published by the Internet Engineering Task Force.
- 2.6. '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.
- 2.7. 'SPF' or 'Sender Policy Framework' is a means of authenticating email from a setup of IP Addresses.
- 2.8. 'Usage Component' means any component of the Dyn Email Delivery Services that is offered on a per unit basis, which includes, but is not limited to, the number of emails that may be sent per month.

3. DYN EMAIL DELIVERY SERVICES

- 3.1. Standard Dyn Email Delivery Services. The Standard Email Delivery Services includes the following features:
- 3.1.1. **Advanced Logging and Reporting.** Client may use and review a variety of logging and reporting tools accessible via <https://email.dynect.net>.
- 3.1.2. **Bulk or Transactional Email Delivery.** Client will be able to connect and deliver single or bulk messages through the Oracle SMTP for Dyn Services or API connection and access delivery stats via API.
- 3.1.3. **Dedicated or Shared IPs.** Oracle will allow Client, at Oracle's sole discretion, either exclusive or shared use of a Oracle controlled Internet Protocol address in connection with its provisioning of the Dyn Email Delivery Services.
- 3.1.4. **Oracle Application Program Interface (API) Access (Rest-Based) for Dyn Services.** Client may update the technical information Oracle uses to provide it with the Dyn Email Delivery Services via the application program interface associated with <https://emailapi.dynect.net>.

- 3.1.5. **Deliverability Monitoring.** Oracle will monitor Client's email delivery across the IP(s) from which Oracle sends mail on behalf of Client and make adjustments as necessary.
 - 3.1.6. **Email Authentication.** Oracle will make accessible, email authentication means to validate Oracle's servers and IP addresses as valid on behalf of a client's domain. While setup is optional within Oracle's network, the success of email delivery may require it depending on client domain SPF and DKIM configuration.
 - 3.1.7. **ISP Throttling & Message Queuing.** Oracle will send Client's email at varying rates and in accordance with its understanding of applicable ISP mail acceptance policies.
 - 3.1.8. **Seed Account Testing.** Oracle will, from time to time: (i) create electronic copies of email messages sent by Client through the course of using the Email Delivery Services ("Sample Messages"); (ii) subject to the terms, conditions, and policies of certain third-party email service providers, send the Sample Messages to email accounts that Oracle has established with third party email service providers ("Seed Accounts"); and (iii) use the information obtained by Oracle through the course of sending Sample Messages to Seed Accounts to (a) help improve Oracle's Dyn Email Delivery Services and (b) provide feedback to Client relating to Client's use of Oracle's Dyn Email Delivery Services.
 - 3.1.9. **Spam-Complaint, Sent & Bounce Reporting.** Oracle will, on a monthly basis, make accessible to Client via the Web-Based Management Portal and/or the API, a report that details: how many emails Oracle has sent on behalf of Client in the last month and how many of those emails were categorized as 'spam' and/or 'bounced' emails.
 - 3.1.10. **Web-Based Management Portals.** Client may use the website located at <https://email.dynect.net>, or such other website that Oracle may designate from time to time, to manage the settings that Oracle will use in delivering the Services.
- 3.2. Implementation, Training.
- 3.2.1. **QuickStart Implementation.** 'QuickStart' is an add-on training and implementation service that Client may elect to purchase. If Client elects to purchase QuickStart, Oracle will provide training and implementation assistance to Client for up to the specified period of time and up to the number of Client representatives set forth in the applicable Order; however, if the Order does not specify the duration of the QuickStart training and implementation assistance or the number of Client representatives that are permitted to receive such assistance, then the duration and/or number of permitted Client representatives shall be determined by Oracle, in its reasonable discretion. If Oracle agrees, in its sole discretion, to perform such training onsite, Client shall reimburse Oracle for all travel expenses incurred by Oracle in connection with such onsite training. If purchased, Client must utilize the purchased QuickStart services within sixty (60) days of the applicable Order's effective date.
 - 3.2.2. **Onsite/Remote Training.** Onsite/Remote Training is an add-on training service that Client may elect to purchase. If Client elects to purchase Onsite/Remote Training, Oracle will provide training for the specified period of time and the specified number of representatives set forth in the applicable Order; however, if the Order does not specify the duration of the training assistance or the number of Client representatives that are permitted to receive the training assistance, then the duration and number of permitted Client representatives shall be determined by Oracle, in its reasonable discretion. If Oracle agrees, in its sole discretion, to provide onsite training assistance to Client, Client shall reimburse Oracle for all travel expenses incurred by Oracle in connection said training. If purchased, Client must utilize the purchased Onsite/Remote Training services within sixty (60) days of the applicable Order's effective date.

4. USAGE AND OVERAGE FEES

- 4.1. Emails Per Month. Client may use Oracle's Dyn Email Delivery Services to send up to the number of emails specified in each applicable Order during any given month of the Term of said Order.
- 4.2. Excess Usage. If Client exceeds the limits for any applicable Usage Component specified in an Order, then Client shall incur additional monthly charges for such excess usage in accordance with the terms of this Agreement and at the rates specified in the applicable Order. If there is not a specified usage limitation for a particular Usage Component, then the usage limitation for that Usage Component shall be deemed to be zero (0), any use of such Usage Component shall be deemed to be excess usage, and Client will incur additional monthly charges (i.e., overage fees) for such excess usage in accordance with the terms of the Agreement and at the rates specified in the applicable Order. Notwithstanding the foregoing, if the applicable Order does not specify the rates (i.e., the additional

monthly charge) that are to apply to such excess usage, then the rates for such excess usage shall be the rates specified in the Overage Fee, which are as follows:

| OVERAGE FEE SCHEDULE (Pricing is listed on a per month basis) | |
|---|-----------------|
| Emails | \$ 0.0005/email |

5. SERVICE LEVELS

5.1. Service Levels.

5.1.1. ‘MI Outage’ shall mean a failure by Oracle to ensure that its systems and networks have the ability to accept and send mail in accordance with the following:

MI Acceptance Capacity – In any given hour of a calendar month, Oracle must have the ability to accept from the Client, the greater of: (i) zero point six percent (0.6%) of the number of emails specified in the applicable Order or (ii) six thousand (6,000) emails.

MI Sending Capacity – In any given hour of a calendar month, Oracle must have the ability to, send on behalf of the Client, the greater of: (i) zero point six percent (0.6%) of number of emails specified in the in the applicable Order or (ii) six thousand (6,000) emails.

5.1.2. ‘Support Outage’ shall mean a failure to meet the support service levels set forth in Section 6 (Technical Support).

5.1.3. ‘Outage’ shall mean a MI Outage or Support Outage, as applicable.

5.2. Exclusion from Outages.

Notwithstanding any other term herein, any downtime or unavailability of the MI or Support Services resulting 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 or unavailability results 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; (vi) any misuse of the Services; (vii) any downtime or unavailability attributable to Client or third-party equipment, application programing, software, systems or networks; (viii) any network unavailability outside of the MI; (ix) any malicious acts by a third party against Client or against its end users, agents or suppliers; (x) with regards to Support Outage, Client attempts to contact Oracle outside the applicable support hours; (xi) Scheduled Maintenance or Emergency Maintenance; (xii) any acts of terrorism, cyber terrorism or God, or any other event of force majeure; or (xiii) 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 any Service disruption constitutes an Outage.

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 may be eligible to receive Credit(s). With regards to MI Outages, the number of Credits will be calculated as follows:

| MI Outage Length | Credit(s) |
|------------------|-----------|
| Any 1 hr. Outage | 1 |

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 terms set forth below:

- 6.1. **Standard 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.
- 6.2. **Pay-Per-Incident Support for Dyn Services.** Concierge Pay Per Incident Support for Dyn Services is available to Client 24 hours a day, 7 days a week, 365 days a year at the rate listed in the applicable Order, or if the applicable Order does not specify the rate, such rate shall be Oracle’s then current list pricing for Pay-Per-Incident Support for Dyn Services. Oracle will use commercially reasonable efforts to respond to appropriately submitted Pay Per Incident Support for Dyn Services requests promptly.
- 6.3. **Urgent Support.** Oracle will provide Client, free of charge, customer support for any problem arising as a direct result of an MI Outage. Such Urgent Support shall be available to Client 24 hours a day, 7 days a week, 365 days a year. Oracle will use commercially reasonable efforts to respond to Urgent Support inquiries opened by Client in accordance with the method described at <https://manage.dynect.net/help>. Oracle will use commercially reasonable efforts to respond to an appropriately submitted Urgent Support inquiry within thirty (30) minutes. If Oracle fails to respond to an appropriately submitted support inquiry within the referenced thirty-minute window Client will be eligible to receive one (1) Credit. Subject to Section 5 (Service Levels), if Client submits an Urgent Support request, but no MI Outage has occurred, it shall be charged on a per incident basis in accordance with this Section 6.2 (Pay-Per-Incident Support for Dyn Services).
- 6.4. **Gold Level Support.** If Client elects to upgrade to and purchase Gold Level Support for Dyn Services, Oracle will use commercially reasonable efforts to (i) 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, (ii) provide Client with priority technical support queuing over standard technical support users, and (iii) provide Client with optional, annual state-of-account reviews. Oracle will use commercially reasonable efforts to respond within thirty (30) minutes to Gold Level Support for Dyn Services inquiries that have been appropriately submitted by Client in accordance with the method described at <https://manage.dynect.net/help>. Subject to Section 5 (Service Levels), if Oracle fails to respond to an appropriately submitted support inquiry within the referenced thirty (30) minute window, Client will be eligible to receive one (1) Credit.
- 6.5. **Platinum Support.** If Client elects to upgrade to and purchase Platinum Support for Dyn Services, Oracle will use commercially reasonable efforts to (i) 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, (ii) provide Client with priority technical support queuing over Standard Support and Gold Level Support users, (iii) provide Client with optional weekly check-ins, and (iv) optional, quarterly state-of-account reviews. Oracle will use commercially reasonable efforts to respond within thirty (30) minutes to Platinum Support for Dyn Services inquiries that have been appropriately submitted by Client in accordance with the method described at <https://manage.dynect.net/help>. Subject to Section 5 (Service Levels), if Oracle fails to respond to an appropriately submitted support inquiry within the referenced thirty (30) minute window, Client will be eligible to receive one (1) Credit.

| Technical Support Schedule | | | |
|---|------------------|--------------------|------------------|
| | Standard Support | Gold Level Support | Platinum Support |
| Support hours/days per week: phone | 24/5 | 24/7 | 24/7 |

| | | | |
|---|------------------------------------|------------------------------------|------------------------------------|
| | Sun. 8PM – Fri. 8PM EST | | |
| Support hours/days per week: email | 24/5 Sun. 8PM – Fri. 8PM EST | 24/5 Sun. 8PM – Fri. 8PM EST | 24/5 Sun. 8PM – Fri. 8PM EST |

*Support requests that are both submitted by Client and responded to by Oracle outside of the above referenced hours shall be treated as Concierge Pay Per Incident Support for Dyn Services requests for billing purposes.

7. DATA PROTECTION

- 7.1. Oracle’s Data Processing Agreement for Oracle Cloud Services. (the “Data Processing Agreement”), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties’ respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Client provides to Oracle as part of the Services except to the extent otherwise specified in an applicable Order. Oracle will act as a data processor and Oracle will act on Client’s instruction concerning the treatment of Client’s Personal Data residing in the Services, as specified in the Agreement, the Data Processing Agreement and Order. Client remains solely responsible for Client’s regulatory compliance in connection with Client’s use of the Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under the Order and the Agreement. Client agrees to provide any notices and obtain any consents related to Client’s use of the Services and Oracle’s provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- 7.2. In order to protect Client Content provided to Oracle as part of the provision of the Services, Oracle will comply with Oracle’s Cloud Hosting and Delivery Policies, available at www.oracle.com/contracts; provided however that: (i) section 1.2 of the Hosting and Delivery Policies is replaced with the following: “Oracle provides secured computing facilities for both office locations and production cloud infrastructure”; (ii) the third sentence of Section 2.2 is replaced with the following: “A backup is typically retained online or offline for a period of at least 30 days after the date that the backup is made.”; (iii) Sections 3 and 5 of the Hosting and Delivery Policies shall not apply to Oracle’s provision of Services hereunder; and (iv) the second paragraph of Section 6.1 does not apply to Oracle’s provision of Services hereunder.
- 7.3. The applicable data center region for the Services referenced herein is: North America.
- 7.4. Terms: The following terms, as used in the Data Processing Agreement or Cloud Hosting and Delivery Policies, and whether or not capitalized, shall have the same meaning as the applicable defined term under the Agreement: “You”, “Customer” “Company” and “Client”; “Service Specifications” and “Product Terms”; “Cloud Services” and “Services”; “Cloud Services Agreement” and “Product Specific Terms and Conditions”; “Services Period” and “Term”; and “Your Content” and “Client Content”.

8. MISCELLANEOUS

- 8.1. The provisioning of Credits in accordance with the terms of these Product Terms shall be Client’s sole and exclusive remedy should Oracle not meet the level of service provided for in these Product Terms.
- 8.2. All times referenced in these Product Terms are EST/EDT.
- 8.3. 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 Email Delivery Services.