



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR IP TRANSIT INTELLIGENCE AND INTERNET INTELLIGENCE – TRANSIT SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for IP Transit Intelligence and Internet Intelligence - Transit 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’ means a dollar value equal to one three hundred and sixty fifth (1/365th) of the annualized, scheduled recurring service fee(s) due under the applicable Order for the affected IP Transit Intelligence or Internet Intelligence - Transit services.

2.2. ‘Oracle Data’ means all information, data and specifications provided by Oracle through the IP Transit Intelligence or Internet Intelligence – Transit services.

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 access to and the quality of Oracle’s IP Transit Intelligence or Internet Intelligence – Transit services.

2.4. ‘Scheduled Maintenance’ means maintenance and/or upgrades to Oracle’s systems or networks conducted (i) within Oracle’s Regular Maintenance Windows for Dyn Services (between 5:00-6:00 am, Tuesday and Thursdays) 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.

2.5. ‘Usage Component’ means any component of Oracle’s IP Transit Intelligence or Internet Intelligence – Transit services that is offered on a per unit basis (e.g., the number of users that are permitted to use the IP Transit Intelligence or Internet Intelligence – Transit services).

3. IP TRANSIT INTELLIGENCE AND INTERNET INTELLIGENCE - TRANSIT

3.1. IP Transit Intelligence and Internet Intelligence – Transit. Oracle’s IP Transit Intelligence and Internet Intelligence – Transit each constitute a suite of web-based reference analysis tools enabling sales, marketing, business development and peering professionals to monitor and evaluate the Internet’s competitive landscape. The core of Oracle’s IP Transit Intelligence and Internet Intelligence – Transit services is Oracle’s Internet Index, the master database of information compiled daily from the Internet’s global routing tables, providing data on global, national, and regional rankings of all network service providers based on actual measurements. Oracle’s IP Transit Intelligence and Internet Intelligence – Transit provide:

3.1.1. Annotated lists of service providers’ current customers, including their geographic distribution and an analysis of the services they currently receive from competing providers.

3.1.2. Daily news change lists that track global customer wins and losses, plus longer-term trends of market performance from all providers.

3.1.3. Side-by-side comparisons of the vital statistics of multiple network service providers, including relative analyses of their Internet Index Placements, measures of their customer bases and their regional strengths and weaknesses.

3.2. Disclaimer. WITHOUT LIMITING ANY OF THE GENERALITY OF ANY DISCLAIMER SET FORTH IN THESE PRODUCT TERMS OR THE MSA, ORACLE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, ACCURACY OR SUITABILITY OF THE IP TRANSIT INTELLIGENCE OR INTERNET INTELLIGENCE - TRANSIT SERVICES OR THE ORACLE DATA, AND ORACLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, BOTH EXPRESS AND IMPLIED. ORACLE SHALL HAVE NO LIABILITY RESULTING FROM CLIENT’S USE OR RELIANCE UPON ORACLE DATA. ANY USE, RELIANCE ON, DISCLOSURE OR PUBLICATION BY CLIENT



OF ORACLE DATA WILL BE AT CLIENT'S DISCRETION AND SOLE RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR THE RESULTS OF SUCH ACTIONS.

4. OWNERSHIP, RESTRICTIONS

- 4.1. As between the Parties, Oracle shall own and retain all rights, title and interest in and to Oracle Data. Client may analyze and use Oracle Data solely for its internal business purposes.
- 4.2. 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.
- 4.3. Unless otherwise expressly permitted under this Agreement, Client may not sell, re-sell, distribute, transmit, display, disclose, divulge, reveal, report, publish or transfer the Service or the Oracle Data to any third party or reproduce or create derivative works based upon the Service or Oracle Data, or any portion thereof, without the express permission of Oracle. Notwithstanding the foregoing, Client may (i) incorporate reasonable portions of Oracle Data as part of conference presentations and press releases for promotional purposes and (ii) disclose reasonable portions of the Oracle Data solely in connection with the aforementioned purpose (collectively, the "Promotional Rights"); however, if Oracle determines, in its sole discretion, that Client incorporates or discloses more than a reasonable portion of Oracle Data, Oracle may revoke the Client's Promotional Rights by providing Client with written notice of such revocation.
- 4.4. Client will not reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service.

5. BILLING AND USAGE

- 5.1. Fees. Fees for Oracle's IP Transit Intelligence and Internet Intelligence – Transit services are calculated on a per-user basis.
- 5.2. 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 Oracle's then current list overage fees, which may be provided upon written request.

6. SERVICE LEVELS.

- 6.1. Service Levels. 'Outage' shall mean a failure by Oracle to use commercially reasonable efforts to provide Client with 24-hour access to Oracle's IP Transit Intelligence or Internet Intelligence – Transit services, subject to Scheduled Maintenance, Emergency Maintenance and Exclusions.
- 6.2. Exclusions to Outages.

Notwithstanding any other term in herein, any downtime or unavailability of Oracle's IP Transit Intelligence or Internet Intelligence – Transit 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, both individually and collectively: (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 misuse of the Services; (vi) any Client or third-party equipment, application programming, software, systems or networks; (vii) any network unavailability outside of Oracle's

systems and networks; (viii) any malicious acts by a third party; (ix) Scheduled Maintenance or Emergency Maintenance; (x) any acts of terrorism, cyber terrorism or God, or any other event of force majeure; and/or (xi) any other events or circumstances that are outside of Oracle's reasonable control.

6.3. Notification, Determination & Credits.

6.3.1. **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.

6.3.2. **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.

6.3.3. **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). The number of Credits will be calculated as follows:

Outage Length	Credit(s)
0 sec. – 4 hrs.	0
4 hrs. – 24 hrs.	1
24 hrs. - 72hrs.	3
More than 72 hrs.	7

6.3.4. **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.

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) Sections 3 and 5 of the Hosting and Delivery Policies shall not apply to Oracle's provision of Services hereunder; and (iii) 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 Specific Terms and Conditions shall be Client's sole and exclusive remedy should Oracle not meet the level of service provided for in these Product Specific Terms and Conditions.
- 8.2. All times referenced in these Oracle Product Specific Terms and Conditions for IP Transit Intelligence and Internet Intelligence - Transit Services 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 IP Transit Intelligence and Internet Intelligence - Transit Services.