

**ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR
INTERNET INTELLIGENCE AND INTERNET ALERTS SERVICES**

1. INTRODUCTION

These Oracle Product Specific Terms and Conditions for Internet Intelligence and Internet Alerts Services are entered into by and between Oracle and Client, and are incorporated into the Agreement entered into by and between the same. Oracle’s Internet Intelligence product suite includes the separate Internet Intelligence – Network, Internet Intelligence and Internet Alert services described herein, along with any relevant add-on features.

2. INTERNET INTELLIGENCE – NETWORK, INTERNET INTELLIGENCE, & INTERNET ALERTS

2.1. Internet Intelligence - Network. Oracle’s Internet Intelligence - Network service is a web-based Internet performance analysis tool providing Client interactive data analysis capabilities and visualization of the global Internet BGP routing infrastructure. Internet Intelligence - Network provides the ability to list and view Internet asset inventories by domain, providing real-time monitoring of connected assets and domains that make up an Internet service delivery platform, including by showing network addresses, prefixes, and names, and on-demand performance testing from global vantage points. Internet Intelligence - Network allows for user designed modeling to compare transit company performance to user’s Internet assets from markets across the world.

2.1.1. Oracle offers the following tiers associated with its Internet Intelligence- Network services:

	Tier 1	Tier 2	Tier 3	Tier 4
Internet Alerts - Routing	-	10	25	75
Internet Alerts - Performance	-	-	50	125
IP Prefixes Permitted to be Monitored	10	10	25	100
Support	Standard	Gold	Gold	Platinum

2.2. Internet Intelligence. Oracle’s Internet Intelligence service is a web-based Internet performance analysis tool providing data on and visualization of the global Internet BGP routing infrastructure and Real User Monitoring (RUM) performance. Internet Intelligence provides a real-time status dashboard measuring availability, reachability, and performance for a user’s selected cloud service provider, CDN provider and data center IP assets. Internet Intelligence allows users to compare cloud providers and CDNs by location for markets across the world

2.2.1. Oracle offers the following tiers associated with its Internet Intelligence services:

	Tier 1	Tier 2	Tier 3	Tier 4
Number of Permitted Cloud Service Provider Views	1	1	Multi-view	Multi-view
Number of Permitted CDN Provider Views	-	1	1	Multi-view
Number of Permitted IP Asset Views	10	25	45	100

2.3. Internet Alerts.

2.3.1. Internet Alerts - Routing. Oracle 's Internet Alerts – Routing provide a variety of alerts over a published API or via pre-set email addresses to help Client continuously monitor the health of selected Internet routes including the following types of alerts: Route Hijacks, Hijacked Subnetworks, Route Outages, Newly Routed Prefixes, Newly Routed Sub-prefixes, New Upstream Autonomous System Numbers, New Autonomous System Number Originations.

2.3.2. Internet Alerts - Performance. Oracle's Internet Alerts - Performance provide route performance information over a published API for business critical endpoint IP addresses. Client can identify the key locations on the Internet that are to be monitored. Client may set thresholds for latency and packet loss to a target, generating alerts for three types of events including: end to end connectivity - when measurements fail to reach the target, latency deterioration: when a fixed millisecond threshold (e.g. 200ms) is exceeded, and packet loss: when packet loss exceeds a percentage threshold (e.g. 40%).

2.4. Internet Intelligence – Custom Vantage Point. Internet Intelligence – Custom Vantage point is an add-on feature, which is purchased separately from, but for use in conjunction with, one of the Internet Intelligence product suite services. Custom Vantage Point allows Client to add a specific vantage point into Oracle's global monitoring infrastructure. Oracle will deploy a virtual machine instance that is loaded remotely at the location specified by Client, and that vantage point will collect Internet performance data from worldwide endpoints and provide the data into the applicable Internet Intelligence product suite service.

2.5. 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. Any purchased QuickStart training must be performed within 60 days of the Effective Date set forth in the Order. 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.

2.6. 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 SERVICES DEFINED HEREIN 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 OF OR RELIANCE UPON THE SERVICES OR ORACLE DATA. ANY USE, DISCLOSURE OR PUBLICATION BY CLIENT OF ORACLE DATA, AND ANY RELIANCE UPON ORACLE DATA, WILL BE AT CLIENT'S DISCRETION AND SOLE RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR THE RESULTS OF SUCH ACTIONS.

3. OWNERSHIP, RESTRICTIONS

3.1. 'Oracle Data' means all information, data and specifications provided by Oracle through the Services described herein.

3.2. 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.

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- 3.3. 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.
- 3.4. 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.
- 3.5. Client will not reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service.

4. BILLING AND USAGE

- 4.1. Fees. Unless otherwise specified in an Order, fees for the Services set forth herein are calculated on a platform tier basis.
- 4.2. Excess Usage and Usage Component.
- 4.2.1. 'Usage Component' means any component of the Internet Intelligence, Internet Intelligence – Network, and Internet Alert services that is offered on a per unit basis (e.g., the number of IP prefixes to be monitored).
- 4.2.2. If Client exceeds the limits for any applicable Usage Component specified in an Order, then in the following month Client may be moved to the next appropriate tier at Oracle's then standard fee for the tier. If Client exceeds any applicable Usage Component limits in the top tiers defined herein, then the parties shall enter into good faith negotiations on the proper scope of Services for Client, and Oracle may charge additional monthly charges for such excess usage in accordance with the terms of the Agreement and at the rate of \$10/Usage Component exceeded.

5. TECHNICAL SUPPORT

- 5.1. 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 located at dyn.com/services.
- 5.2. Gold 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 referenced in section 5.1, (ii) provide Client with priority technical support queuing over Standard Support clients, and (iii) provide Client with optional, annual state-of-account reviews. Oracle will use commercially reasonable efforts to respond to a properly submitted Gold Support for Dyn Services ticket related to an Outage within one (1) business hour (see the technical support schedule referenced in Section 5.1) of receiving said ticket.

5.3. 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 in section 5.1, (ii) provide Client with priority technical support queuing over Standard Support and Gold Support for Dyn Services clients, (iii) provide optional weekly check-ins, and (iv) provide optional, quarterly state-of-account reviews. Oracle will use commercially reasonable efforts to respond to a properly submitted Platinum Support for Dyn Services ticket related to an Outage within thirty (30) minutes of receiving said ticket.

6. Data Protection

- 6.1. 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.
- 6.2. 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.
- 6.3. The applicable data center region for the Services referenced herein is: North America.
- 6.4. 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".

7. MISCELLANEOUS.

- 7.1. All times referenced in these Oracle Product Specific Terms and Conditions for Internet Intelligence and Internet Alerts Services are EST/EDT.
- 7.2. 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 Internet Intelligence and Internet Alerts Services.