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ORACLE MASTER SERVICES AGREEMENT FOR DYN SERVICES

THIS ORACLE MASTER SERVICES AGREEMENT FOR DYN SERVICES (this "**MSA**") is made by and between Oracle America, Inc. ("**Oracle**"), and the client identified in the applicable Order ("**Client**"). Client and Oracle may each be referred to as a "**Party**", and together as the "**Parties**".

1. CERTAIN DEFINITIONS.

1.1. **Acceptable Use Policy.** "**Acceptable Use Policy**" or "**AUP**" refers to Oracle's Acceptable Use Policy for Dyn Services, a copy of which can be found at dyn.com/legal or such other location set forth in an applicable Order.

1.2. **Agreement.** "**Agreement**" refers to Orders, any applicable Product Terms, this MSA and the AUP, collectively.

1.3. **Affiliate.** "**Affiliate**" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity.

1.4. **Authorized User.** "**Authorized User**" means all authorized employees, agents and representatives of Client that have been granted rights to access and use the Services on Client's behalf.

1.5. **Effective Date.** "**Effective Date**" means the effective date set forth in an Order, or if no effective date is specified, either the date Client signs the Order, or the date that an online shopping cart transaction is completed by Client.

1.6. **Order.** "**Order**" refers to Client's order for Services reflected in its online shopping cart, or an order form or statement of work, including any amendments or modifications thereto, prepared by Oracle and duly executed Client in connection with the purchase of Services under this Agreement. Orders other than Pilot Agreements, Rapid Response Orders, and those conducted through the online shopping cart are not valid unless duly executed by an authorized representative of Oracle.

1.7. **Product Terms.** "**Product Terms**" refers to each of the Product Specific Terms and Conditions that are: (i) attached to this Agreement, (ii) contained in a written agreement which is executed by the Parties and specifically references this Agreement, or (iii) located at dyn.com/legal or such other location set forth in an applicable Order.

1.8. **Services.** "**Services**" refers to the services set forth in each Order.

2. SERVICES; USE OF THE SERVICES.

2.1. **Services.** Subject to the terms and conditions of the Agreement, Oracle hereby grants Client a non-exclusive, non-sublicensable, and non-transferable right and license to access and use the Services throughout the term of the applicable Order, solely for Client's internal business purposes and in accordance with the limitations set forth throughout the Agreement and in any applicable Product Terms.

2.2. **Limitations.** Client will not, and will not permit any Authorized User or other party to: (a) rent, lease, copy, provide access to or sublicense the Services to a third party; (b) interfere with or disrupt the integrity or performance of the Services, the hardware and network used to operate the Services or the data contained therein; (c) reverse engineer, disassemble or decompile any component of the Services except to the extent expressly permitted by applicable law and only upon advance notice to Oracle; (d) modify, copy or create a derivative work of the Services (or any portion thereof); or (e) use the Services in any manner that violates the Acceptable Use Policy, or otherwise exceeds the scope of use permitted under Section 2.1 (Services). Unless otherwise specified in an applicable Order (including in the Product Terms), Client Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Product Terms. If available for the Services, Client may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data Client seeks to include in Client Content.

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2.3. **Access by Authorized Users.** Client shall not permit access to the Services to anyone other than Authorized Users. Authorized Users shall at all times comply with the terms of this Agreement, and Client and its Affiliates shall be responsible for the acts and omissions of Authorized Users.

2.4. **Use/Misuse of Client Credentials.** In no event will Oracle be liable for any unauthorized use or misuse of Client's, or its Authorized Users', account credentials (e.g., username(s), password(s), or (as applicable) DNS Keys or Trust Anchor (whether during 'rollover' or otherwise)). Client and its Authorized Users shall be solely responsible for protecting their respective account credentials

3. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.

3.1. **Oracle Dyn Technology**. Client acknowledges that Oracle retains all right, title and interest in and to the Services and all other Oracle proprietary information and technology used by Oracle or provided in connection with the Service (the "**Oracle Dyn Technology**"), and that the Oracle Dyn Technology is protected by intellectual property rights owned by or licensed to Oracle. Other than as expressly set forth in this Agreement, no license or other rights in the Oracle Dyn Technology are granted to Client. Client hereby grants to Oracle a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Authorized Users, relating to the Services.

3.2. **Client Content.** Client does not grant Oracle any ownership rights to any information or data, including, without limitation, any content, that Client and/or its Authorized Users upload or otherwise transfer to Oracle's systems or networks as a result of Client's use of the Services ("**Client Content**"). Client acknowledges and agrees that Client is solely responsible for Client Content, and that Oracle accepts no responsibility for the same.

3.3. **Performance Data.** Oracle shall exclusively own all right, title, and interest to data produced by Oracle's systems and networks in the course of the delivery of the Services.

4. INVOICES; PAYMENTS.

4.1. **Invoicing.** Oracle will invoice (i) all recurring fees annually in advance, (ii) all one-time fees monthly in arrears. Invoices will be delivered electronically to the billing email address specified in the applicable Order. Client will immediately provide Oracle with electronic notice of any change in Client's contact or billing information.

4.2. **Payments.** Client shall remit all amounts due under each invoice within thirty (30) days of the date of invoice. In the event Client elects to remit amounts due under any invoice via credit card or ACH/direct withdrawal, all amounts due under each invoice will be charged to either Client's credit card or bank account, as applicable, at the beginning of each billing period.

4.3. **Refunds.** All payments, when paid, are non-cancelable, non-contingent and non-refundable, except that Client will be issued a pro-rated refund of any prepaid, recurring services fees for services not rendered if an Order is terminated by Client pursuant to Section 5.3, or terminated by a Party pursuant to 5.5 or 9.1.

4.4. **Taxes.** All fees due hereunder are exclusive of all taxes. Client is responsible for paying all taxes levied upon its use and/or purchase of the Services. If Client is required to make any deduction(s) or withholding(s) for taxes in any jurisdiction on amounts payable to Oracle, the amounts payable to Oracle will be increased such that after making such deduction or withholding, Oracle receives an amount equal to the total fees listed on a given invoice. Any withholding taxes imposed on the payment of fees to Oracle will be Client's sole responsibility, and Client will provide Oracle with official receipts issued by the appropriate taxing authority, or such other evidence as Oracle may reasonably request, to establish that such taxes have been paid. Notwithstanding the foregoing, in the event that Oracle determines that it is required to pay any sales taxes, use taxes, value-added taxes or similar taxes in any jurisdiction in connection with the Services, an amount equal to such taxes will be referenced on applicable invoices and shall be paid by Client to Oracle in addition to the amounts otherwise payable under this Agreement. For the sake of clarity, nothing in this Section 4.4 shall be construed to make Client responsible for any general income or gross receipts tax due from and chargeable against Oracle.

4.5. **Changes to Fees.** From time to time, Oracle may change the fees for Services, including without limitation any recurring or one-time fees, under any Order; provided, however, that Oracle provides electronic notice of such change(s) at least sixty (60) days prior to the date that such change(s) are to take effect.

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5. **TERM; TERMINATION.**

    5.1. **Term of Agreement**. Unless otherwise specified in the Order, the term of this MSA shall run for a period of one (1) year from the first Order's Effective Date, and shall automatically renew each year thereafter until (i) all Orders entered into by and between the Parties have expired and/or have been terminated or (ii) this Agreement is otherwise terminated in accordance with its terms, whichever occurs first.

    5.2. **Term of Orders**. Except as may otherwise be provided in an Order, the term of each Order shall run a period of one (1) year from the Order's Effective Date ("**Initial Term**"), and shall automatically renew on a year-to-year basis (each a "**Renewal Term**") (the Initial Term and any Renewal Term may be referred to as a "**Term**") unless otherwise terminated in accordance with this Agreement. If a Party desires to not renew an Order for an additional term, such Party must notify the other Party in writing at least sixty (60) days prior to the expiration of the Initial Term or then current Renewal Term of the applicable Order.

    5.3. **Termination for Breach**. Either Party may terminate this Agreement following a material breach of this Agreement so long as the terminating Party has given the other Party at least thirty (30) days prior written notice of the breach and such breach is not cured within such thirty (30) day period. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedies for breach.

    5.4. **Termination of Order; Suspension of Services by Oracle.** Oracle reserves the right, in addition to any other rights or remedies that Oracle may have, to suspend any provision of the Services to Client and/or terminate this MSA and any Order upon the occurrence of any of the following events: (i) Client fails to timely pay any amount due under any Order; (ii) Client breaches any provision of Oracle's Dyn Acceptable Use Policy, which is incorporated herein by reference, as may be modified from time-to-time by Oracle in its sole discretion. In the event that Oracle terminates any Order pursuant to this Section 5.4, Client shall immediately pay Oracle an amount equal to the aggregate remaining amount owed to Oracle under any such Order.

    5.5. **Oracle's Right to Alter Services**. Client acknowledges and agrees that Oracle may, from time to time, and at Oracle's sole discretion, alter or discontinue the Services or elements thereof upon one hundred twenty (120) days prior electronic notice to Client. If Oracle alters or discontinues the Services or elements thereof in accordance with the foregoing, Client may terminate each affected Order by providing written notice of its election to terminate the affected Order(s) at least thirty (30) days prior to the date on which the alteration or discontinuation is set to occur, in which case Oracle will refund Client on a pro-rata basis any pre-paid fees for Services not rendered as of the effective date of the termination.

6. **ADDITIONAL CLIENT OBLIGATIONS.**

    6.1. Client acknowledges that the proper performance of the Services may depend upon Client cooperating with Oracle's reasonable instructions, and Client agrees to fully cooperate with Oracle in connection with Oracle's provisioning of the Services.

7. **WARRANTIES, DISCLAIMERS, AND EXCLUSIVE REMEDIES**

    7.1. **Client Warranties.** Client warrants that (i) Client has the ability and authority to enter into and perform its obligations under this Agreement and each Order, (ii) Client will not, and will not allow others, to use the Services in a manner that is prohibited by any applicable law, rule or regulation or the Acceptable Use Policy, and (iii) Client will not use the Services to infringe upon, or facilitate the infringement of, the intellectual property rights of any third party.

    7.2. **Oracle Warranties.** Oracle warrants that (i) Oracle has the power and authority to enter into and perform its obligations under this Agreement, and (ii) during the Term, Oracle will perform the Services in all material respects as described in the Product Terms. If the Services provided to Client were not performed as warranted, Client must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services, and otherwise in accordance with any requirements set forth in the applicable Product Terms).

    7.3. **ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT**

ARISE FROM CLIENT CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

7.4. **FOR ANY BREACH OF THE SERVICE LEVEL SET FORTH IN ANY APPLICABLE PRODUCT TERMS, OR THE SERVICE WARRANTY SET FORTH IN SECTION 7.2(ii), CLIENT'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE LIMITED TO THE PROVISIONING OF CREDITS IN ACCORDANCE WITH THE APPLICABLE PRODUCT TERMS.**

7.5. **TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. LIMITATIONS OF LIABILITY.

8.1. **IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.**

8.2. **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.**

9. INDEMNIFICATION.

9.1. **Oracle Indemnification.** Oracle agrees to indemnify and defend Client from and against any liability owed to a third party (including, without limitation, government fines and judicial awards) as a result of the Services infringing upon such third party's U.S. copyright or trademark rights. If any portion of the Services becomes, or in Oracle's opinion is likely to become, the subject of a claim of infringement, Oracle may, at Oracle's option: (i) procure for Client the right to continue using the Services; (ii) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (iii) modify the Services so that they become non-infringing; or (iv) terminate this Agreement and refund any fees actually paid by Client to Oracle for the remainder of the term then in effect, and upon such termination, Client will immediately cease all use of the Services. Notwithstanding the foregoing, Oracle shall have no obligation under this section or otherwise with respect to any infringement claim based upon (a) any use of the Services not in accordance with this Agreement; (b) any use of the Services in combination with other products, equipment, software or data not supplied by Oracle; or (c) any modification of the Services by any person other than Oracle or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Client and the entire liability of Oracle, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

9.2. **Client Indemnification.** Client agrees to indemnify and defend Oracle and its directors, officers, shareholders, employees, agents, contractors and vendors, and their respective successors and assigns, from any liability (including, without limitation, government fines and judicial awards) owed to any third party as a result of: (i) any wrongful use of the Services provided under this Agreement, or (ii) any breach by Client of the warranties set forth in Section 7.1.

9.3. **Conditions.** Each Party's obligation to indemnify and defend the other Party is conditioned upon the other Party providing the indemnifying Party with: (i) prompt written notice of the claim, (ii) the right to assume sole control of the defense and settlement of the claim, and (iii) at the indemnifying party's request, reasonable assistance with the defense and settlement of the claim at the indemnifying Party's sole expense.

9.4. **Prior Consent Required.** Notwithstanding the foregoing, Oracle will not be responsible for any amounts arising out of any compromise or settlement made by Client without Oracle's prior written consent.

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10. CONFIDENTIAL INFORMATION.

10.1. **Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means any information which should be considered confidential by a person exercising reasonable business judgment and that is furnished or transferred hereunder by or on behalf of a Party or any of its Affiliates (collectively, the "**Disclosing Party**"), to the other Party or any of its Affiliates (collectively, the "**Receiving Party**"), whether such information is or has been conveyed verbally or in written or other tangible form, including, but not limited to, trade secrets and technical, financial or business information, pricing, data, ideas, concepts or know-how. Confidential Information disclosed in tangible or electronic form may be identified by the Disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by a party exercising reasonable business judgment from being treated as Confidential Information by the Receiving Party. Confidential Information shall not include any information that (i) is available to the general public other than by a breach of confidentiality, (ii) was known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party, (iii) is received from a third party without any obligation of confidentiality, (iv) was independently developed by the Receiving Party without reference to or reliance on any Confidential Information of the Disclosing Party, or (v) is generally made available to third parties by the Disclosing Party without restriction on disclosure.

10.2. **Use of Confidential Information.** A Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise or perform its rights or obligations under this Agreement and each Order. The Receiving Party shall not disclose, disseminate or otherwise communicate, in whole or in part, the Disclosing Party's Confidential Information to any third party (excluding Affiliates), without the prior written consent of Disclosing Party, except that the Receiving Party may disclose Confidential Information (i) to its agents, independent contractors, attorneys and financial advisors who are subject to a duty of confidentiality that is no less restrictive than the duty of confidentiality set forth in this Section 10 ("**Representatives**"), or (ii) pursuant to a court order or subpoena or other legal process (in which case the Receiving Party shall provide prompt notice of receipt of the same to the Disclosing Party to enable the Disclosing Party to apply for appropriate protective order or other relief). The Receiving Party further agrees that it shall take reasonable precautions to safeguard the Disclosing Party's Confidential Information from disclosure and, at a minimum, use efforts commensurate with those the Receiving Party employs for protecting the confidentiality of its own Confidential Information which it does not desire to disclose or disseminate, but in no event less than reasonable care. Promptly upon the written request of the Disclosing Party, the Receiving Party shall return the Disclosing Party's Confidential Information (and any and all copies thereof) to the Disclosing Party.

10.3. **Remedies.** Receiving Party agrees that Disclosing Party may be irreparably injured by a breach of the confidentiality provisions of this Section 10 and that Disclosing Party shall be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of the confidentiality provisions of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having personal and subject matter jurisdiction, in addition to any other remedy to which Disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement but shall be in addition to all other remedies available at law or in equity.

10.4. **Permitted Disclosure.** In addition to the above, Client agrees that Oracle may disclose certain Client data/information to the extent that Oracle believes such disclosure may be necessary to: (i) conform to the edicts of the law or comply with legal processes served on Oracle; (ii) bring legal action to defend and protect the rights or property of Oracle, its customers/clients or anyone else; (iii) act under exigent circumstances to protect the personal safety of its customers/clients or the public; or (iv) administer its network to maintain performance for its customers/clients.

11. MARKETING.

11.1. Client agrees that Oracle may use Client's name, logos and trademark(s) to publicly list and promote Client as a recipient of the Services via Oracle's website, social media feeds, public announcements and marketing materials.

12. MISCELLANEOUS.

12.1. **Relationship of Parties.** The performance by Oracle of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between Oracle and

Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. Furthermore, the Parties agree nothing in this Agreement shall be deemed to establish an exclusive relationship between the Parties.

12.2. **Assignment.** Client may not assign this Agreement or give or transfer the Services or an interest in them to another individual or entity. If Client grants a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables, and if Client decides to finance Client's acquisition of the Services, Client will follow Oracle's policies regarding financing which are at http://oracle.com/contracts.

12.3. **No Waiver.** No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition, nor shall any waiver of any default under the same be construed as a waiver of any other default. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

12.4. **Severability.** If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct and the Parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the Parties had the stricken provision remained.

12.5. **Amendment.** No amendment, modification, change or discharge of this Agreement shall be valid unless in writing and signed by both Parties with the exception that Oracle may, from time to time, modify the terms of the AUP and Oracle's Privacy Policy for Dyn Services in its sole discretion.

12.6. **Survival**. The respective rights and obligations of the Parties set forth in Sections 3 and 7.3-12, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration this Agreement.

12.7. **Force Majeure.** If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, act of terrorism, act of cyber-warfare, act of war, labor dispute, act of God or any other cause or causes beyond the control of either Party, that Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause or causes. If such hindrance persists for a period of thirty (30) days or more, then either Party shall have the right to terminate each applicable Order and/or terminate this Agreement without penalty and/or liability.

12.8. **No Inducement.** Both Parties acknowledge that they have not been induced to enter into this Agreement or any associated agreements by any representations or promises not specifically stated therein and herein.

12.9. **Headings.** Headings used in this Agreement and all associated agreements are solely for convenience and shall not be deemed to affect in any manner the meaning or intent of the applicable agreement or any provision there/hereof.

12.10. **Review by Counsel.** The Parties have each had the opportunity to have legal counsel fully review and explain the legal and practical effect of this Agreement, and with the knowledge of such advice, if any, and an understanding of the force and effect of this Agreement, the Parties hereto sign the same voluntarily.

12.11. **Counterparts.** Each Order, and by extension, this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by electronic means shall be deemed to have the same legal effect as delivery of or an original signed iteration.

12.12. **Notices.** Any notice required under this Agreement shall be provided to the other party in writing. If Client has a legal dispute with Oracle or if Client becomes subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. Oracle may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to Client by electronic mail to Client's e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Client's address on record in Oracle's account information.

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12.13. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

12.14. Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In addition to and without limiting the generality of the foregoing, any terms and conditions contained in any purchase order, vender/supplier registration form, questionnaire or any other form or document that Client may provide to Oracle in connection with this Agreement are hereby null and void, regardless of whether such forms were provided prior to or after the execution of this Agreement, and such terms and conditions shall have no force or effect regardless of Oracle's failure to object to such terms. This MSA, along with each applicable Product Terms and the AUP, shall govern each Order, except that in the event of a conflict between this MSA, any applicable Product Terms and the AUP, such conflict shall be resolved in the following order: 1.) the Order, 2.) the Product Terms, 3.) this MSA and 4.) the AUP.

12.15. No Third Party Beneficiaries. The Parties do not intend to create any third-party beneficiaries of this Agreement, and nothing in this Agreement is intended, nor shall anything herein be construed to create any rights, legal or equitable, in any person other than the Parties to this Agreement.