



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR MANAGED DNS SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Managed DNS Services (these “Product Terms”) are entered into by and between Oracle and Client, and are incorporated into the Agreement entered into by and between the same. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement (as such term is defined in the Oracle Master Services Agreement for Dyn Services located at dyn.com/legal/enterprise-legal-terms).

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 Managed DNS Services.
- 2.2. ‘Dynamic DNS’ means update system services enabling the automatic update of the Dynamic IP Address associated with a hostname.
- 2.3. ‘Dynamic IP Address’ means an IP Address that does not remain the same over time.
- 2.4. ‘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.
- 2.5. ‘NI’ or ‘Nameserver Infrastructure’ shall mean the group of Oracle controlled systems (servers, hardware, and associated software) that are responsible for delivering the Managed DNS Services.
- 2.6. ‘Outage’ individually and collectively refers to NI Outage, PI Outage, Propagation Outage and Support Outage.
- 2.7. ‘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 Managed DNS Services.
- 2.8. ‘Propagation Latency’ means the measure of the time elapsed between the receipt of Updated Records from Client and the propagation of those Updated Records to all active nodes in the NI that have been assigned by Oracle to resolve DNS queries on behalf of Client.
- 2.9. ‘QPM’ means the average number of DNS queries received by the Nameserver Infrastructure during one month of service regardless of whether the record type is defined within the DNS zone.
- 2.10. ‘QPS’ means the average number of DNS queries received by the Nameserver Infrastructure during one second of service regardless of whether the record type is defined within the DNS zone.
- 2.11. ‘Query Logs’ means data generated by the NI upon its receipt of DNS queries.
- 2.12. ‘Resource Record’ means the manner of storing particular data concerning a DNS zone or host (e.g., A-Record, AAAA Record, and CNAME).
- 2.13. ‘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.

2.14. ‘Updated Records’ means a complete, updated set of resource records received by Oracle for one or more properly delegated Client Zones that are the subject of a DNS NOTIFY request received by Oracle.

2.15. ‘Usage Component’ means any component of the Managed DNS Services that is offered on a per unit basis, which includes, but is not limited to, QPS/QPM, domains/zones, Resource Records, and hostnames.

3. MANAGED DNS SERVICES

3.1. Managed DNS Services. Oracle’s “Managed DNS Services” refers to authoritative DNS services provided by Oracle whereby assigned portion(s) of the Nameserver Infrastructure respond to DNS queries on Client’s behalf. Managed DNS Services include Managed DNS, and Secondary DNS as well as all related technical support services and purchased add-on services described below.

3.2. Add-On Services for Managed DNS: The following add-on services are for Managed DNS only, and are purchased separately from, but for use solely in conjunction with, Managed DNS. For the avoidance of doubt, these services may not be purchased and used with Remote Access, Standard DNS, or Secondary DNS.

3.2.1. **Active Failover**. On a per hostname basis, Oracle will: (i) monitor Client’s A Records for malfunctions; and (ii) if Oracle determines an A Record to be malfunctioning, respond to a corresponding DNS Query with an with an A RECORD that Client has designated for use in such circumstances.

3.2.2. **Social Failover**. On a per hostname basis, Oracle will: (i) monitor Client’s A Records for malfunctions; and (ii) if Oracle determines an A Record to be malfunctioning, respond to a corresponding DNS Query with a permitted URL that Client has designated for use in such circumstances.

3.2.3. **Traffic Director**. On a per hostname basis, Oracle will allow Client to configure Oracle’s responses to DNS queries received on the NI for the applicable hostname using a variety of traffic management methodologies, which may include the following:

(i) **High Availability**: High Availability is a traffic management methodology whereby DNS queries received on the NI for the applicable hostname are responded to using a Client designated, default resource, unless that default resource is unavailable; in which case, such queries will be responded to using an alternate Client designated resource.

(ii) **Ratio Load Balancing**: Ratio Load Balancing is a traffic management methodology whereby DNS queries received on the NI for the applicable hostname are responded to using Client designated Resource Records and supported, response-ratio configurations made by Client in the Oracle web-based management portal for Dyn Services and/or the Oracle API for Dyn Services.

(iii) **Geolocation Load Balancing**: Geolocation Load Balancing is a traffic management methodology whereby responses to DNS queries for the applicable hostname received on the NI will be based on (a) the geographic region from where Oracle believes the DNS queries to have originated and (b) Client designated resources for said geographic region. Oracle determines the geographic origin of DNS queries based on third party mapping and sourcing technology, and as such, Oracle does not make any representations or warranties regarding the accuracy of such determinations.

- 3.2.4. **Dynamic Steering.** On a per hostname basis, Oracle will allow Client to configure Oracle's responses to DNS queries received on the NI for the applicable hostname using a customizable steering policy set by Client and based on current internet infrastructure conditions.
- 3.2.5. **Query Log Delivery.** Oracle will periodically provide Client with query logs generated as a result of Client's and its end users' use of Managed DNS under the applicable Order ("Client Query Logs"), and Oracle will grant Client a non-exclusive, non-sub-licensable right to use Client Query Logs provided by Oracle to Client, but solely for Client's internal business purposes.
- 3.2.6. **Private Pool with Vanity Nameservers.** Oracle will provide Client with a set of up to four (4) of nameserver hostnames and corresponding IP addresses that will be solely reserved for the use by Client in connection with and throughout the term of the applicable Order. The nameserver hostnames may be designated by Oracle or by Client; however, the corresponding IP addresses shall be designated by Oracle, and Oracle reserves the right to modify said IP addresses from time to time, in its sole discretion.
- 3.2.7. **Bulk Hosting.** Oracle will provide Client with a significantly increased number of domains, with actual amounts to be specified in the Order. Client will incur no overage fees for excess usage of domains associated with the Bulk Hosting service for the first Term following its purchase, provided that in any subsequent Term, if Client exceeds the specified Bulk Hosting domains allotment by an amount equal to or greater than 5%, Oracle reserves the right to charge the stated overage fees for domains at a rate specified in the Order, or if not specified in the Order, of either \$0.15/domain (for Bulk Hosting of fewer than 1 million domains) or \$0.10/domain (for Bulk Hosting equal to or greater than 1 million domains).
- 3.2.8. **QuickStart Implementation.** 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.
- 3.2.9. **Onsite/Remote Training.** Oracle will provide training regarding Managed DNS services for the specified period of time and the specified number of Client 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. EXCESS USAGE, USAGE CALCULATION.

- 4.1. Excess Usage for Managed DNS. If Client exceeds the limits for any applicable Usage Component specified in an Order for Managed DNS, then Client shall incur additional monthly charges for such excess usage in accordance with the terms of the 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.

4.2. Excess Usage for Secondary DNS. If Client exceeds 20 QPS in any monthly usage cycle in connection with Secondary DNS, then Client may incur additional monthly charges at Oracle’s then current list overage fees, which may be provided upon written request.

4.3. QPS Usage Calculations. For Managed DNS and Secondary DNS utilizing the QPS measurement, Oracle calculates QPS usage using the 95th percentile billing method.

5. DISCLAIMERS.

THE SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS” AND “AS AVAILABLE”. ORACLE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES DESCRIBED HEREIN, INCLUDING ANY WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EXCEPT TO THE EXTENT PERMITTED BY LAW, ORACLE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

6. SERVICE LEVELS

6.1. Applicability of Service Levels.

Oracle offers the following service levels and features in connection with its Managed DNS* and Secondary DNS and Gold Support and Platinum Support packages:

	NI Outage SLA	PI Outage SLA	Support Outage SLA	Priority Queuing**	Propagation Outage SLA
Managed DNS/Secondary DNS	√	√			
Managed DNS/Secondary DNS with Gold Support	√	√	√	√	
Managed DNS/Secondary DNS with Platinum Support	√	√	√	√	√

* Excluding Managed DNS Basic and Lite

**See Section 7 (Technical Support) for more information regarding priority technical support queuing.

6.2. Service Levels Defined.

6.2.1. 'NI Outage' shall mean:

- (a) For Managed DNS (excluding Bulk Hosting), a period when the Oracle NI fails to respond to DNS queries for more than thirty (30) consecutive seconds, or
- (b) For Managed DNS (excluding Bulk Hosting) with Gold or Platinum Support for Dyn Services, a period when the NI fails to respond to DNS queries for more than fifteen (15) consecutive seconds.
- (c) For Bulk Hosting with Gold or Platinum Support for Dyn Services, a period when the Oracle NI fails to respond to DNS queries for more than fifteen (15) consecutive minutes.

6.2.2. 'PI Outage' shall mean:

- (a) For Managed DNS (including Bulk Hosting), a period when the Oracle PI is unavailable for more than six (6) hours out of any thirty (30) day period, or
- (b) For Managed DNS (including Bulk Hosting) with Gold or Platinum Support for Dyn Services, a period when the PI is unavailable for more than four (4) hours out of any thirty (30) day period.

6.2.3. "Support Outage" shall mean a failure by Oracle to respond to a properly submitted Gold or Platinum Support for Dyn Services ticket, whichever the case may be, within the amount of time specified in Section 7 (Technical Support) below.

6.2.4. 'Propagation Outage' means a failure by Oracle to achieve an average (i.e., mean) Propagation Latency of fifteen (15) minutes in any given month.

6.3. Exclusion from Outages.

Notwithstanding any other term in herein, any errors, delays, downtime or unavailability of the services resulting from one or more of the Exclusions shall be excluded from the calculus for determining whether an Outage occurred, and an Outage shall not be deemed to have occurred where any errors, delays, 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) Client's or its representatives' or end users' failure to use all four DNS nameserver hostnames provided by Oracle; (vii) any misuse of the Services; (viii) any errors, delays, downtime or unavailability resulting from any Client or third-party equipment, application programming, 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; (xi) with regards to Support Outage, Client attempts to contact/submit a support ticket to Oracle outside of the specified support hours; (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").

6.4. Notification, Determination & Credits.

6.4.1. **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 as soon as is practicable, but in no case more than five (5) calendar days after the event.

6.4.2. **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.

6.4.3. **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). For each separate and distinct event to which an Outage relates, Oracle will issue the following credits:

Managed DNS	
NI Outage Length	Credit(s)
30 sec. – 5 min.	1
5:01 min. - 4 hrs.	7
More than 4 hrs.	30
PI Outage Length	Credit(s)
6 hrs. – 8 hrs.	1
8:01 hrs. - 12 hrs.	3
More than 12 hrs.	7

Bulk Hosting with Gold or Platinum Support	
NI Outage Length	Credit(s)
15 min. – 2 hrs.	1
2 hrs. - 4 hrs.	7
More than 4 hrs.	30

Managed DNS with Gold or Platinum Support	
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

Managed DNS with Platinum Support	
Propagation Outage	Credit(s)
Per month	7

Support Outages	Credit(s)
Per event	1

6.4.4. **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. TECHNICAL SUPPORT

7.1. **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.

7.2. **Gold Support.** If Client elects to upgrade to and purchase Oracle 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 7.1, (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 7.1) of receiving said ticket.

7.3. Platinum Support. If Client elects to upgrade to and purchase Oracle 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 referenced in section 7.1, (ii) provide Client with priority technical support queuing over Standard Support and Gold Support clients, (iii) optional weekly check-ins, and (iv) 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.

8. DATA PROTECTION

8.1. 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.

8.2. 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"; and (2) Sections 3 and 5 of the Hosting and Delivery Policies shall not apply to Oracle's provision of Services hereunder.

8.3. The applicable data center region for the Services referenced herein is: North America.

8.4. 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".

9. MISCELLANEOUS

9.1. The provisioning of Credits in accordance with the terms of these Product Terms shall be Client's sole and exclusive remedy should Oracle fail to meet any of the service levels described herein.

9.2. To the extent Client's Scope of Services includes legacy products that are not referenced in these Product Specific Terms and Conditions, the substantive terms set forth in the most recent agreement between Client and Oracle regarding those products shall govern Client's usage of the same

9.3. These Product Terms do not apply to Oracle TLD services.