



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR RUM PRODUCT SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Rum Product Service 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. 'RUM Data Feed' or 'RUM Product' means the cloud-based analytics tool provided by Oracle that delivers RUM Data to Client via the RUM Data Portal and/or the RUM API.
- 2.2. 'RUM Beacon' means the software code installed on a Site in order to communicate with Oracle and execute tests within the browsers of Visitors. The tests measure network availability and performance to various endpoints, as agreed to between the parties.
- 2.3. 'Site' means any webpage, mobile application, or other web property under Client's control that has deployed a RUM Beacon that sends data to Oracle.
- 2.4. 'RUM Data' means all information and data provided by Oracle to Client through the Rum Product, including Performance Visualizations and Performance Data.
- 2.5. 'Visitors' means visitors to Client's Sites.
- 2.6. 'Performance Data' means the representation of the observed RUM Beacon test results (including observed availability and performance of various targets to user populations) annotated with proprietary meta-data, including but not limited to, geo-location and originating network.
- 2.7. 'Performance Visualizations' mean static images and dynamic web content portraying the observed availability and performance of various targets to user populations, as well as direct comparisons of the availability and performance of the competing targets to user populations.
- 2.8. 'RUM Data Portal' means the web application made available by Oracle where Client may view and interact with RUM Data.

3. LICENSE GRANT, RESTRICTIONS

- 3.1. Product License. Subject to the terms and conditions of this Agreement, Oracle grants to Client a non-exclusive, non-transferable, non-sublicenseable, limited term license to access and use the RUM Product for internal business purposes during the Term.
- 3.2. RUM Data License. Subject to the terms and conditions of this Agreement, including the restrictions set forth in Section 3.3 below, Oracle grants to Client a non-exclusive, non-transferable, non-sublicenseable, license to use, copy, or make derivative works of the RUM Data during the Term.
- 3.3. Restrictions. Client agrees that it will not disclose or transmit the RUM Data, or any derivatives thereof, to third parties without the express written consent of Oracle, provided that Client may display limited sets of reproductions of Performance Visualizations to Content Delivery Network ("CDN") providers in connection with Client's contract negotiations with those CDN providers. Client further agrees that it will not (and will not allow any third party to) (i)

copy, modify, adapt, translate or otherwise create derivative works of the RUM Products or the RUM Beacon except as expressly provided herein; (ii) reverse engineer the RUM Product; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the RUM Product or the RUM Data; (iv) use the RUM Product or RUM Data to help develop any products, without Oracle's prior written approval; (v) remove any proprietary notices or labels on the RUM Product or RUM Data; or (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the RUM Product or the RUM Beacon.

4. Ownership, Confidentiality.

- 4.1. As between the Parties, Oracle shall own and retain all rights, title and interest in and to the RUM Product and RUM Data.
- 4.2. RUM Data is Oracle's Confidential Information. Except as explicitly provided for in Sections 3.2 and 3.3, Client may not disclose RUM Data to any third party without Oracle's prior written consent, which Oracle is under no obligation to provide. In the event that Oracle consents to Client's disclosure of RUM Data, Client will provide Oracle with reasonable attribution for any disclosure or publication of the RUM Data.

5. BILLING AND USAGE

- 5.1. Fees. Fees for Oracle's RUM Product services are calculated on a per-license basis.

6. Client Obligations.

- 6.1. To the extent Client is deploying RUM Beacons, it agrees to the RUM Beacon Terms of Use available at <http://dyn.com/legal/dyn-rum-beacon-terms-of-use/>.

7. DISCLAIMER.

- 7.1. 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 OR RUM 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 RUM DATA. ANY USE OR RELIANCE BY CLIENT OF THE SERVICES OR RUM DATA WILL BE AT CLIENT'S DISCRETION AND SOLE RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR THE RESULTS OF SUCH ACTIONS.

8. MISCELLANEOUS.

- 8.1. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Master Services Agreement or the applicable Order(s) that are associated with these Product Specific Terms and Conditions.