



ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR TRAFFIC MANAGEMENT (TM) & INTERNET PERFORMANCE MANAGEMENT (IPM) PACKAGES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Traffic Management (TM) & Internet Performance Management (IPM) Packages (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).

These Product Terms detail Oracle’s TM and IPM Packages, consisting of platform bundles of Oracle’s services, including Managed DNS and Internet Intelligence services.

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 Service’ means DNS service implemented in a way that enables computers on the Internet to connect to a host that is associated with a Dynamic IP Address.

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 programming 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. ‘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.

2.10. ‘Query Logs’ means data generated by the NI upon its receipt of DNS queries.

2.11. ‘Resource Record’ means the manner of storing particular data concerning a DNS zone or host (e.g., A-Record, AAAA Record, and CNAME).

2.12. ‘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.

2.13. ‘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.

2.14. ‘Usage Component’ means any component of the services included in the Oracle IPM Packages that is offered on a per unit basis, which includes, but is not limited to, QPS, domains, Resource Records, hostnames, Traffic Directors, Internet Intelligence Users, IP Prefixes being monitored, Internet-Alerts, etc.

3. ORACLE TM AND IPM PACKAGES

3.1. TM and IPM Packages. “TM and IPM Packages” are platform bundles of Oracle’s services, including Managed DNS and Internet Intelligence services, and consist of Basic Traffic Management, Plus Traffic Management, Lite IPM, Advanced IPM, Professional IPM, and Premium IPM. The specific services and Usage Component allotments of the various TM and IPM Packages are more fully detailed on the Order as well as the subscription management page available through <https://portal.dynect.net>.

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

3.3. Internet Intelligence. “Internet Intelligence Services” refers to Oracle’s web-based Internet performance analysis tool providing data on 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(s), CDN provider(s) and data center IP assets. Internet Intelligence allows users to compare cloud providers and CDNs by location for markets across the world.

3.4. Add-On Services for TM and IPM Packages: The following “Add-On Services” may be included in a TM or IPM Package or may be purchased separately from, but to be used solely in conjunction with, the services included in a TM or IPM Package:

3.4.1. **Traffic Director**. “Traffic Director” is an add-on service for use in conjunction with Oracle’s Managed DNS Service whereby Client may configure Oracle’s responses to DNS queries received on the NI for the applicable hostname using 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 or ‘GLB’ 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.

(iv) **Active Failover.** Active Failover is a traffic management methodology whereby Oracle will: (a) monitor Client's A Records; (b) cease responding to any DNS Query with an A Record that Oracle has determined to be malfunctioning; and (c), where Oracle has determined an A Record to be malfunctioning, respond to such DNS Query with an A Record that Client has designated for use in such circumstances.

(v) **Dynamic Steering.** Dynamic Steering is a traffic management methodology whereby DNS queries received on the NI for the applicable hostname are responded to using a customizable steering policy set by Client and based on current internet infrastructure conditions.

3.4.2. **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 grants Client a non-exclusive, non-sub-licensable right to use Client Query Logs provided by Oracle to Client, but solely for Client's legitimate, internal business purposes.

3.4.3. **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.

3.4.4. **Internet Alerts**

3.4.4.1. **Internet- 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.

3.4.4.2. **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%).

3.4.5. **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.

3.4.6. **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. 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.

3.4.7. **Other.** To the extent any other Add-On Services are included on an Order but not referenced herein, they are those services described in the applicable Product Specific Terms and Conditions available at <http://dyn.com/legal/enterprise-legal-terms/>.

4. EXCESS USAGE; RENEWAL UPGRADES; USAGE CALCULATION.

4.1. Excess Usage. If a Client subscribed to a Basic Traffic Management or Lite IPM package exceeds the limits for any applicable Usage Component specified in their Order, 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. Renewal Upgrades. Clients subscribed to Plus Traffic Management, Advanced IPM, Professional IPM, or Premium IPM packages will not be subject to any excess usage calculations as set forth in Section 4.1 during the Initial Term, or any subsequent Renewal Term provided that upon renewal of an Order, Client's Scope of Services will automatically increase to the IPM Package that best corresponds to Client's highest Usage Component consumption in the three months immediately preceding the renewal date. If a Client subscribed to Premium IPM exceeds limits on Usage Components in the three months immediately preceding the renewal date, Client and Oracle will enter into good faith negotiations to determine the appropriate scope of services for Client. Renewal upgrades may not cause Client's subscription to fall below Client's then-current TM or IPM Package. For the avoidance of doubt, references herein to a "month" refer to an applicable monthly usage cycle.

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

5. OWNERSHIP, RESTRICTIONS

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

5.2. 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.

5.3. 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.

5.4. 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 Dyn Data to any third party or

reproduce or create derivative works based upon the Service or Oracle Dyn 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.

5.5. Client will not reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services.

6. 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.

7. SERVICE LEVELS

7.1. Applicability of Service Levels.

Oracle offers the following service levels and features in connection with its TM and IPM Packages:

	NI Outage SLA	PI Outage SLA	Support Outage SLA	Priority Queuing*	Propagation Outage SLA
Basic Traffic Management and Lite IPM (Managed DNS)	√	√			
Plus Traffic Management, Advanced IPM and Professional IPM (Managed DNS with Gold Support)	√	√	√	√	
Premium IPM (Managed DNS with Platinum Support)	√	√	√	√	√

* See Section 8 (Technical Support) for more information regarding priority technical support queuing.

7.2. Service Levels Defined.

7.2.1. ‘NI Outage’ shall mean:

- (a) For Managed DNS, a period when the Oracle NI fails to respond to DNS queries for more than thirty (30) consecutive seconds, or

(b) For Managed DNS 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 seconds.

7.2.2. 'PI Outage' shall mean:

(a) For Managed DNS, 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 with Gold or Platinum Support, a period when the Oracle PI is unavailable for more than four (4) hours out of any thirty (30) day period.

7.2.3. "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 8 (Technical Support) below.

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

7.3. 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").

For the avoidance of doubt, NI and PI Outages apply to Oracle's Managed DNS Services, excluding Internet Intelligence or Add-On Services.

7.4. Notification, Determination & Credits.

7.4.1. **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.

7.4.2. **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.

7.4.3. **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:

Plus Traffic Management, IPM Advanced, IPM Professional, and IPM Premium	
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
Support Outages	Credit(s)
Per event	1

Basic Traffic Management and IPM Lite	
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

IPM Premium	
Propagation Outage	Credit(s)
Per month	7

7.4.4. **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.

8. TECHNICAL SUPPORT

- 8.1. 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.
- 8.2. Gold Support. If Client’s TM or IPM Package includes Oracle Dyn 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 8.1, (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 8.1) of receiving said ticket.
- 8.3. Platinum Support. If Client’s IPM Package includes 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 set forth in Section 8.1, (ii) provide Client with priority technical support queuing over Standard Support and Gold Support for Dyn Services 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.

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. These Product Terms do not apply to Oracle TLD services.
- 9.3. For the avoidance of doubt, references to Managed DNS shall not be deemed to be references to Managed DNS Express.