

ORACLE PRODUCT SPECIFIC TERMS AND CONDITIONS FOR ZENEDGE SERVICES

1. INTRODUCTION.

These Oracle Product Specific Terms and Conditions for Zenedge 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. **“Client Content”** for purposes of the Zenedge Services shall include any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects originating or transmitted from any web site owned or operated by Client and routed to, passed through and/or stored on or within Oracle’s network or otherwise transmitted or routed using the Zenedge Service.
- 2.2. **“Documentation”** means all specifications, user manuals, and other technical materials relating to the Service available at <https://www.zenedgehelp.dyn.com> or such other location that Oracle makes available to Client.
- 2.3. **“Service Data”** means (a) all traffic data, click stream information, transmitted Client Content, and other server activity data collected by Oracle in the course of performing the Service; and (b) all analytical product derived therefrom. For the avoidance of doubt, Service Data is not Performance Data as defined in the Oracle Master Services Agreement for Dyn Services.
- 2.4. **“Usage Component”** means any component of the Zenedge Services that is offered on a per unit basis as specified in the Order, which includes, but is not limited to, Mbps of Traffic, GB of Traffic, GB of Content, Requests per Month, Prefixes, GRE Tunnels, Edge Routers, and Endpoints.

3. ZENEDGE SERVICES.

- 3.1. Oracle’s Zenedge Services consist of the following offerings and categories, as further set forth in the Order.
 - 3.1.1. **DDoS Services**. DDoS Services are cloud-based DDoS detection and mitigation services that are designed to provide scalable capacity with attack detection and mitigation. Oracle offers two versions of DDoS mitigation: DDoS Always-On Traffic or DDoS Protection (an on demand offering).
 - 3.1.2. **WAF (Web Application Firewall) Services**. WAF Services are cloud-based web application security PaaS (platform-as-a service) offerings. WAF Services are designed to help protect web applications and eliminate management complexity with Internet-facing web applications and services.
 - 3.1.3. **WAF Malware Protection**. WAF Malware Protection is an inline security control designed to help detect malware at the edge based on various client parameters.
 - 3.1.4. **WAF Bot Manager**. WAF Bot Manager is a configurable cloud-based bot management platform, offered as an on-demand managed security service.
 - 3.1.5. **WAF API Security**. WAF API Security is a configurable cloud-based attack detection, mitigation, and management platform, offered as an on-demand managed security service, designed to determine the legitimacy of API calls in order to help mitigate attacks at the edge of the network.

- 3.1.6. WAF Cache. WAF Cache is a functionality that may be enabled in connection with Oracle's WAF Services whereby Oracle automatically caches static content that it serves in connection with the performance of WAF Services on behalf of Client. The amount of content to be cached will be specified on the Order.
- 3.1.7. DDoS/WAF Security Delivery. DDoS Security Delivery and WAF Security Delivery are security deliverability services whereby Oracle will (i) review and analyze Client's use of Oracle's WAF and DDoS Services and (ii) provide advice and feedback to help optimize Client's use of Oracle's WAF and DDoS Services.
- 3.1.8. DDoS/WAF On-boarding. DDoS or WAF On-boarding are training and implementation services where Oracle will assist Client in getting started using Zenedge Services. On-boarding may include a kick-off call, assistance in setting up security configurations, assistance in testing the operation of the Zenedge Services, and assistance in ensuring the Zenedge Services are enabled. On-boarding services are provided 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 On-boarding 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 On-boarding services within sixty (60) days of the applicable Order's effective date.

4. USE OF THE SERVICES; RESTRICTIONS

- 4.1. Client may use and access the Zenedge Services listed in Client's Order solely in accordance with the Documentation for its own internal-use purposes. Client may not and may not cause or permit others to: (a) use the Service to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) permit any person to access and/or use the Service other than the Authorized Users; (c) rent, lease, loan, export or sell access to the Service to any third party; (d) interfere with, disrupt, alter, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service; (e) reverse-engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; (e) without Oracle's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; (f) perform or disclose any bench-marking, availability or performance testing or analyses relating to the Service or the use thereof; or (g) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means, if any; or (h) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Service. In addition to other rights that Oracle has in this Agreement and Client's order, Oracle has the right to take remedial action if any of the restrictions listed in the previous sentence are violated, and such remedial action may include removing or disabling access to material that violates the restrictions.
- 4.2. **Usernames and Passwords.** For purposes of the Zenedge Services, "Authorized Users" shall mean Client's employees, as listed in the control center, who are authorized to utilize the Services and have the authority to call the support line for assistance. Each Client is entitled to have up to 10 Authorized Users unless agreed otherwise in writing. Oracle will provide each Authorized User a unique username and password to enable such Authorized User to access the Service pursuant to this Agreement. Oracle reserves the right to change or update these

usernames and passwords in Oracle's sole discretion from time to time. Each Authorized User's username and password may only be used to access the Service during one (1) concurrent login session. Client acknowledges and agrees that (a) only Authorized Users are entitled to access the Service with the their assigned usernames and password provided by Oracle; (b) it will provide to Oracle information and other assistance as necessary to enable Oracle to establish usernames for Authorized Users, and will verify all Authorized User requests for account passwords; (c) it will ensure that each username and password issued to an Authorized User will be used only by that Authorized User; (d) Client is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these Authorized Users' usernames; and (e) Client will notify Oracle promptly of any actual or suspected unauthorized use of any account, username, or passwords, or any other breach or suspected breach of the Order Form or this Agreement. Oracle reserves the right to terminate any username and password that Oracle reasonably determines may have been used by an unauthorized third party. Usernames and passwords cannot be shared or used by more than one individual Authorized User, but may be reassigned from time to time to a new Authorized User who is replacing a former Authorized User who has terminated employment (or otherwise changed job function) and no longer uses the Service.

5. EXCESS USAGE

5.1. If Client exceeds the limits for any applicable Usage Component specified in an Order for Zenedge Services, then Client shall incur additional 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 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.

6. DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS," AND ORACLE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CLIENT BY ORACLE. ORACLE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS.

Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

7. SUPPORT AND SERVICE DATA

- 7.1. **Support.** During the Term, Oracle shall provide technical support for the Service consisting of answers to questions regarding the performance or proper operation of the Service.
- 7.2. **Client Responsibilities.** Client shall be solely responsible for supporting and maintaining the availability of its web site(s), the connectivity of its web site(s) to the Internet, and all Client Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for Client to operate and maintain its web site(s) to meet Client's business.
- 7.3. **Service Data Responsibility.** Client represents and warrants that it is responsible for keeping and maintaining its own copy of all Service Data. Oracle is not obligated to back up any Service Data that is stored on the Service. Oracle therefore recommends that Client create backup copies of any Service Data stored on the Service at Client's sole cost and expense. **UNDER NO CIRCUMSTANCE SHALL ORACLE BE LIABLE FOR ANY LOSS OF SERVICE DATA.**
- 7.4. **Access to Service Data on Termination.** In the event Client's access to the Service is terminated (other than by reason of Client's breach), Oracle will use its best efforts to make available to Client the Service Data through the Service. Client agrees and acknowledges that Oracle has no obligation to retain the Service Data, and may delete such Service Data, at any time on or after the thirty-first (31st) day following termination. Oracle reserves the right to withhold, remove and/or discard Service Data, without notice, for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Service Data shall immediately cease, and Oracle will have no obligation to maintain or provide any Service Data.
- 7.5. **Use of Service Data by Oracle.**
- 7.5.1. Client agrees and acknowledges that in the ordinary operation of the Service, the Service collects and transmits Service Data from Client's network environment to Oracle's servers. Client acknowledges that Oracle acts as its limited agent for the purpose of providing Internet data and optimization services. Client acknowledges its responsibility to ensure that its use of the Service is permitted under the laws of its jurisdiction and agrees to indemnify and hold Oracle harmless if its use of the Service is in violation of local law. Oracle uses such Service Data for all reasonable and necessary purposes required to perform the Service for Client. In addition, Client grants to Oracle the perpetual, irrevocable right to use, reproduce, modify, and otherwise exploit the Service Data for the purpose of improving and enhancing the Service, monitoring the performance of the Service, and performing internal research and development of other products and services.
- 7.5.2. Oracle shall not assign, transfer, sell, license, sublicense or grant any of its rights to Service Data to any other person or entity without the explicit permission of the Client. Oracle acknowledges that the Client's Service Data may constitute proprietary information and/or trade secrets of Client or its providers and that the Service Data is or may be protected by U.S. copyright, trade secret and similar laws and certain international treaty provisions. Client's order does not transfer or convey to Oracle or any third party any right, title or interest in or to the Client's Service Data or any associated Intellectual Property Rights, but only a limited right of use revocable in accordance with the terms of the Client's order, unless otherwise agreed to with the Client.
- 7.5.3. Client agrees and acknowledges that it may install or utilize certain third party applications ("Apps"). These Apps are provided "AS IS" and governed by their own terms of service and privacy policies as set forth by the third parties that provide them. Oracle does not endorse and is not responsible or liable for the services or features provided by these Apps that Client may choose to install. Client acknowledges

and agrees that Oracle shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Apps.

7.5.4. Oracle may modify the content of Client's website(s) based on the features or Apps enabled. For example, Oracle may detect email addresses and replace them with a script in order to keep them from being harvested, or Oracle may insert code to improve page load performance or enable Apps. Client acknowledges that Oracle may, based on Client's settings:

- Intercept requests determined to be threats and present them with a challenge page.
- Add cookies to Client's domain to track visitors, such as those who have successfully passed the CAPTCHA on a challenge page.
- Add script to Client's pages to, for example, add services, Apps, or perform additional performance tracking.
- Make other changes to increase performance or security of Client's website(s).

Oracle will make it clear whenever a feature will modify content and, whenever possible, provide Client with a mechanism to disable the feature.

7.6. Client shall have an easily accessible privacy policy on its website(s) that discloses its use of third party technology including the Services set forth in Client's order. Client shall provide all required notices and obtain all consents necessary for Client's use of the Services.

7.7. Service Levels. Oracle shall use commercially reasonable efforts to provide the Service in a manner that is consistent with the service level commitments set forth at <https://dyn.com/legal/zenedge-sla/> or such other location that Oracle makes available to Client.

8. DATA PROTECTION

8.1. Subject to the exceptions listed below, 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.

8.1.1. For purposes of any Zenedge Services referenced in an Order only, please note the Data Processing Agreement is amended as follows:

- 8.1.1.1. Sections 6.1 and 6.2 of the Data Processing Agreement are replaced with the following:
- “Oracle Zenedge services may process Your personal data (i) in transit without storage and (ii) within log files for seven days. If you receive a request from a Data Subject to exercise rights under Applicable Data Protection Law, including a request to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to Processing of specific Personal Data or sets of Personal Data, Oracle will use commercially reasonable efforts to make such Personal

Data available to You so that You can respond to such a request if relevant Personal Data is contained in such log files during this seven day retention period.”

- 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”; (ii) the third sentence of Section 2.2 is replaced with the following: “A backup is typically retained online or offline for a period of at least 35 days after the date that the backup is made.”; (iii) Sections 3 and 5 of the Hosting and Delivery Policies shall not apply to Oracle’s provision of Services hereunder; and (iv) the second paragraph of Section 6.1 does 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. CUSTOMER SUPPORT

- 9.1. 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.
- 9.2. Gold Support. If Client elects to upgrade to and purchase Oracle Gold Level Support for Zenedge 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 9.1, (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 Services tickets related to an issue with the Services within one (1) business hour (see the technical support schedule referenced in Section 7.1) of receiving said ticket.
- 9.3. Platinum Support. If Client elects to upgrade to and purchase Oracle Platinum Support for Zenedge 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 9.1, (ii) provide Client with priority technical support queuing over Standard Support and Gold Support 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 Services ticket related to an issue with the Services within thirty (30) minutes of receiving said ticket.

10. MISCELLANEOUS

- 10.1. The provisioning of Credits in accordance with the service level commitments referenced above shall be Client’s sole and exclusive remedy should Oracle fail to meet any of the service levels described therein.

10.2. 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