



ORACLE ONLINE DATA AGREEMENT

This Oracle Online Data Agreement (this "Agreement") is between Oracle America, Inc. ("Oracle" "we," "us," or "our") and the entity identified in the order ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or the order (the "Services Period"), solely for the purposes of Your marketing and advertising activities or as otherwise specified in Your order (the "Purpose"). You may allow Your Users to use the Services for the Purpose, and You are responsible for their compliance with this Agreement and Your order. If You are an Agent, You may order and use the Services on behalf of Your Client identified in Your order solely for Your Client's Purpose, and You are responsible for Your Client's compliance with this Agreement and applicable order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Oracle Data; however, our changes to the Service Specifications will not result in a material reduction in the level of security of the applicable Services provided to You for the duration of the Services Period.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your Client retains all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You grant us the right to host, use, process, display, and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.3. Except as may be permitted in this Agreement or in an order, You may not, and may not cause or permit others to: (a) remove or modify any program or service markings or any notice of Oracle's or its licensors' proprietary rights or use Oracle's logo or trademarks without prior written consent; (b) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including, but not limited to, data structures or similar materials); (c) access or use the Services to build or support or assist a third party in building or supporting, directly or indirectly, products or services competitive to Oracle; (d) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services, including the results of the Services, to any third party; or (e) perform or disclose network discovery, port

and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services. You may not use the Services in violation of or outside the scope of this Agreement and Your order.

3.4. If requested by Oracle, You will cooperate with Oracle in any legal action to prevent or stop use of the Services in violation of the terms of this Agreement, or Your order, or in violation of a Rule, or that may subject Oracle or any individuals to harm or liability.

4. TECHNICAL REQUIREMENTS, REPORTING AND PROVISIONING

4.1. You are responsible for complying with the technical requirements and reporting requirements set forth in Your order or the applicable Service Specifications.

4.2. You may receive the Services, or any portion thereof, including Oracle Data, from or through one or more third parties. You, not such third party, will be liable to Oracle for any damages resulting from misuse of the Services, including but not limited to, the combination of Oracle Data with any other data source.

4.3. Availability of the Services may depend on the continuing supply of Oracle Data from third-party data providers, and if access to such Oracle Data becomes unavailable on reasonable terms for the Services, as determined by Oracle in its sole discretion, then Oracle may stop providing the applicable Oracle Data without any liability to You and any Services materially relying on such Oracle Data may end at such time. You are responsible for all payments prior to when Oracle ceased making the applicable Oracle Data available to You.

5. NONDISCLOSURE

5.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the Services, the terms and pricing under this Agreement, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

5.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

5.3. Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, Clients, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

6. PRIVACY

6.1. Compliance with Rules. Oracle will comply with all Rules directly applicable to Oracle in its role of providing the Services to You. You will comply with all Rules applicable to Your use of the Services and the collection, use or provision to Oracle of Your Content. You and Oracle agree to negotiate in good faith with each other to make any amendments to this Master Agreement as are reasonably necessary to comply with the Rules. In the event of any change in the Rules or in the regulatory or self-regulatory environment in any applicable jurisdiction, Oracle may, in its discretion, restrict Your use of or access to the Services in such jurisdiction, without liability to You or any third party.

As used herein, "Rules" means all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines, including, without limitation, each of the Self-Regulatory Principles of the Digital Advertising Alliance ("DAA") (currently available at <http://www.aboutads.info/principles>), the Code of Conduct of the Network Advertising Initiative ("NAI") (currently available at <http://www.networkadvertising.org/code-enforcement/code>) and the NAI Mobile Application Code (currently available at http://www.networkadvertising.org/mobile/NAI_Mobile_Application_Code.pdf), the Direct Marketing

Association's Guidelines for Ethical Business Practices ("DMA") (currently available at <http://thedma.org/accountability/ethics-and-compliance/dma-ethical-guidelines/>), and the Principles of the European Interactive Digital Advertising Alliance ("EDAA") (currently available at <http://www.edaa.eu/european-principles/>), as each set of the foregoing may be amended from time to time.

6.2. Privacy Disclosures and Consent. Oracle will post and maintain a privacy policy that discloses its practices with respect to the collection and use of information in connection with interest-based advertising and ad delivery and reporting. The Oracle privacy policy applicable to the services You have ordered is identified in the Service Descriptions and subject to change at Oracle's discretion. Oracle requires that all third parties who provide Oracle Data provide notices to and obtain consents from individuals as necessary for the provision of that data to Oracle. Oracle will, as required by the Rules or otherwise at its discretion (but without having an obligation to collect additional information to identify an individual for the sole purpose of complying with this provision), provide an individual with access to, or the ability to correct, modify or delete, any information about or connected to an individual, computer or device (including Segments or source information).

You will ensure that any notices and consents required by the Rules for the provision of Your Content to Oracle for the performance of the Services have been provided and obtained, including without limitation any required opt-in consents for sensitive personal data or geo-location data. You (and/or Your Client, as applicable) will have an easily accessible privacy policy that contains the word "Privacy" (or equivalent terminology in the applicable jurisdiction) and which will be linked to conspicuously from the applicable home page and other relevant pages of the applicable websites or within the applicable applications. The privacy policy must comply with the requirements of the Rules for notices to or consents from individuals whose data is provided to Oracle and third parties for use as contemplated in this Agreement. The privacy policy must enable individuals to opt out of the use of their data by You and/or Your Client and: (1) for U.S. properties, include a link to the DAA opt-out program (currently available at <http://www.aboutads.info/choices/>) or the NAI opt out program (currently available at <http://www.networkadvertising.org/choices/>); (2) for EU/EEA properties, insert a link to the EDAA opt-out program (currently available at <http://www.youronlinechoices.eu/>); or (3) in any other global region, provide a link to the applicable Oracle privacy policy referenced above. If You or Your Client collect information from, deliver advertising to, or otherwise interact with mobile devices, Your privacy policy must also provide the disclosures and notices and obtain the consents required by the Rules for mobile devices, and include a link to the AppChoices program for opting-out (currently available at <http://www.aboutads.info/appchoices/>).

6.3. Adherence to Privacy Standards. You will not (i) use the Services for the purposes of making decisions about an individual's eligibility for employment, health care, credit or insurance, or for making decisions solely by automatic means where the decision has a significant effect on the individual, or in any way that does or can be used to discriminate against any person or promote bigotry, racism or harm, (ii) provide to Oracle any data that falls under any of the sensitive data definitions contained in the DAA Principles or the NAI Code of Conduct, as they may be revised from time to time; or (iii) provide to Oracle any data collected from sites directed to children under the age of 13 or from individuals whose age You know to be under 13. Oracle may at its sole discretion decline to receive or remove specific data, categories or interest Segments.

6.4. Personal Data. You will not derive, or attempt to derive, either directly or indirectly, the identity of an individual from any Oracle Data, and will promptly notify Oracle if You discover that You have done so. You will provide individuals whose Personal Data You are processing for Your own use with the rights to receive a copy of their Personal Data, to amend, modify, or delete their Personal Data, and/or to otherwise exercise their rights under the Rules with regard to their Personal Data, including the right to opt-out. If any individual requests to exercise such a right with respect to Personal Data transferred to Oracle, You will notify Oracle and provide detailed instructions to Oracle regarding the actions necessary to comply with such request, or at Oracle's election provide a new version of the applicable data set that conforms to the individual's request. As used herein, "Personal Data" means information defined as personally identifiable or personal information by the applicable Rules (as defined above) of the jurisdiction in which the relevant individual resides.

6.5. Transfers of Personal Data. To the extent that the provision of Services involves any transfers of Personal Data (i) subject to data transfer restrictions or requirements under Directive 95/46/EC or any successor legislation; (ii) to countries, jurisdictions or recipients outside the EEA or Switzerland not recognized by the European Commission as ensuring an adequate level of protection pursuant to Directive 95/46/EC or any successor legislation; and (iii) not otherwise subject to an approved transfer mechanism that provides an adequate level of protection pursuant to Directive 95/46/EC or any successor legislation, such transfers between You and Oracle are made subject to the terms of the EU Standard Contractual Clauses for Controllers ("Clauses"), as entered into between Oracle (acting in its own name and in the name and on behalf of the Oracle affiliates) and You (acting in Your own name and in the name and on behalf of Your affiliates). You and Oracle agree that incorporation of the Clauses into this Agreement shall act as a legally-binding execution of the Clauses.

7. DATA PROTECTION

7.1. Data Security. You will implement and maintain appropriate administrative, technical and physical safeguards to: (a) protect the security, confidentiality and integrity of the Services, and (b) protect the Services against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing. Such safeguards shall be no less stringent than (a) those You use to protect Your own data of a similar nature and (b) industry standard practices.

7.2. Protection of Your Content. Oracle will protect Your Content as described in the Oracle Hosting and Delivery Policies available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html> (or other such applicable policy) incorporated into Your order, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. We and our affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

7.3. Breach Notification. Each party shall notify the other within 72 hours of determining there has been a Security Breach unless prohibited by law. For purposes of this section, "Security Breach" means the unauthorized disclosure or use of the Services or Your Content, as the term relates to You or Oracle, that compromises the security, confidentiality or integrity of such information. Each party shall reasonably cooperate with the other in the event of such Security Breach and take reasonable measures to limit the unauthorized disclosure or use.

8. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

8.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in Your order. If the Services provided to You were not performed as warranted, You must promptly provide us 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).

8.2. ORACLE CANNOT GUARANTEE THE PROVISION, ACCURACY, QUALITY, AVAILABILITY, INTEGRITY, OR RELIABILITY OF ANY ORACLE DATA PROVIDED TO YOU. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

8.3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES.

8.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

9.1. **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.**

9.2. **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR 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.**

10. INDEMNIFICATION

10.1. Subject to the terms of this Section 10, if a third party makes a claim against You claiming that (i) the Oracle Materials infringe the third party's intellectual property rights or (ii) Oracle failed to obtain the appropriate rights and licenses necessary to make the Oracle Data available to You, then Oracle will, at Oracle's sole cost and expense, defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claimant or settlement agreed to by Oracle, provided that You comply with the obligations set forth in Section 10.3. Oracle does not agree to indemnify You to the extent that (i) use of the Oracle Data or Oracle Materials is outside the scope of the rights granted to You or otherwise in violation of any term in this Master Agreement or Your order, (ii) You have modified or used the Oracle Materials or Oracle Data in a way not authorized in Your Order or (iii) the Oracle Materials from which the claim arises has been replaced by Oracle with non-infringing Oracle Materials. If such a third party claim materially affects Oracle's ability to meet its obligations under the applicable Order, then Oracle may, at its option and upon 30 days prior written notice, terminate the applicable Order.

10.2. Subject to the terms of this Section 10, if a third party makes a claim against Oracle claiming that (i) Your Content infringes a third party's intellectual property rights or (ii) use of the Services (including the provision of Your Content to Oracle) is in violation of the privacy obligations in this Master Agreement or Your Order, then You will, at Your sole cost and expense, defend Oracle against the claim and indemnify Oracle from the damages, liabilities, costs and expenses awarded by the court to the third party or the settlement agreed to by You, provided that Oracle complies with the obligations set forth in Section 10.3. You do not agree to indemnify Oracle to the extent a claim arises out of Oracle's use of Your Content outside the scope of use or rights granted identified in this Master Agreement or in Your order.

10.3. If a party seeks indemnification (the "Indemnitee") from the other party (the "Indemnitor") pursuant to this Section 10, the Indemnitee must comply with the following obligations:

- a. Notify the Indemnitor promptly in writing, not later than 30 days after the Indemnitee receives notice of the claim (or sooner if required by applicable law);
- b. give the Indemnitor sole control of the defense and any settlement negotiations; and
- c. give the Indemnitor the information, authority and assistance the Indemnitor needs to defend against or settle the claim.

10.4. This Section 10 provides the Indemnitee's exclusive remedy for any such third party claims or damages.

11. TERM AND TERMINATION

11.1. This Agreement is valid for the order which this Agreement accompanies.

11.2. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or Your order. This Agreement will continue to govern any order for the duration of the Services Period of such order.

11.3. We may suspend Your, Your Client's, or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You, Your Client, or Your Users are accessing or using the Services to commit an illegal act or in violation of applicable Rules; (c) if You, Your Client, or Users use the Services in a particular country or region that is restricted or otherwise becomes subject to any laws or regulations restricting the provision or use of the Services; or (d) there is a violation of Your reporting obligations. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. Any suspension under this paragraph shall not excuse You from Your obligation to make payments due and owing under this Agreement.

11.4. If either of us breaches a material term of this Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If we terminate the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

11.5. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, privacy, data protection, payment, and others which by their nature are intended to survive.

12. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

12.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

12.2. We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Service Analyses may include aggregated and anonymized results of reports that measure the impact of offline or online advertising across media partner and other publisher sites, and contain results, data, correlations, conclusions, effectiveness, or other information relevant to comparing advertising strategy or effectiveness. We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

13. EXPORT

13.1. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and the parties each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). We each agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

13.2. You acknowledge that the Services are designed with capabilities for You, Your Clients, and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); change to the Rules, or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. 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.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We 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 You by electronic mail to Your e-mail address on record in our account

information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement. The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. We do not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

18.6. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Agent"** means the authorized agent of the Client with legal authority to bind the Client pursuant to a written agreement with Client.

20.2. "**Client**" means Your client, if any, identified in Your order who wishes to use, or have You use on its behalf, the Services.

20.3. "**Identity Persistence Mechanism**" means cookie identifiers, statistical identifiers, mobile device identifiers, hashed identifiers, tags, pixels or other identifiers.

20.4. "**Oracle Data**" means third party data, consumer data collected by Oracle, and derivatives thereof, licensed or made available to You, by or on behalf of Oracle pursuant to this Agreement. Oracle Data includes, but is not limited to, data analytics, Segments, Identity Persistence Mechanisms and audience data.

20.5. "**Oracle Materials**" means all materials, software, technology, services, platform, and any work products, and any enhancements to the foregoing, that Oracle makes available to You in connection with this Agreement.

20.6. "**Ordering Document**" or "**order**" means a document that is expressly governed by the terms and conditions of this Agreement by which, when accepted by Oracle, You order Services from Oracle.

20.7. "**Segment**" means a non-personally identifiable classification of data, of an individual, or of an individual's behavior.

20.8. "**Service Specifications**" means the descriptions on www.oracle.com/contracts, or at such other address specified by Oracle, that are applicable to the Services under Your order, as well as other descriptions that are referenced in or incorporated into Your order.

20.9. "**Users**" means those employees, contractors, agents, service providers, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order.

20.10. "**Your Content**" means all text, files, images, graphics, illustrations, information, data (including Personal Data), audio, video, photographs, and other content and material, in any format, provided by You or on behalf of any of Your Users or Client to Oracle pursuant to this Agreement and Your order.