



ORACLE ONLINE DATA AGREEMENT

This Oracle Online Data Agreement (this “**Agreement**”) is between Oracle Corporation UK Limited (“**Oracle**”) 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 Your order (the “**Services Period**”), solely for Your marketing and advertising activities or as otherwise specified in Your order(s) (the “**Purpose**”). You may allow Your Users to use the Services only for the Purpose(s), 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 order(s). The provisions of the Agreement are for the sole benefit of the parties hereto and shall not be enforceable by any third party by virtue of the Contract (Rights of Third parties) Act 1999 or otherwise.

1.2. The Service Specifications describe and govern the Services. During the Services Period, Oracle 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 and Oracle Materials; however, Oracle’s 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 thirty (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 Oracle must pay based on the Services You ordered, except for taxes based on Oracle’s income. Fees for Services listed in Your 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. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services and Oracle Materials, derivative works thereof, and anything developed or delivered by or on behalf of Oracle under this Agreement.

3.2. You grant Oracle 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 Your 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) unless required to be permitted by law for interoperability; (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. You agree that restyling, converting, or altering Oracle Data to Your Content is not permitted and You agree to not do so for any reason; however, this Section does not prohibit retargeting an individual that You previously targeted using Oracle Data but any such retargeting is subject to payment obligations under 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 (5) years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle 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. Oracle 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 Personal Data and Data Controller Responsibilities. The parties agree that Oracle Data and Your Content may include Personal Data, which may include (a) unique IDs collected from web browsers, mobile devices, and data providers, and (b) IP addresses or online behavior and interest data. Each party is a data "**Controller**" (as defined in the applicable Rules) with regard to the use and processing of Your Content for the Purposes permitted in this Agreement. With respect to Personal Data that may be included in Your Content, You agree that any Personal Data included in Your Content is accurate and up-to-date (including with respect to opt-out or suppression information), and You will provide the minimum necessary Personal Data to Oracle to fulfill the Purpose.

Each party is a data Controller (as defined in the applicable Rules) with regard to the use and processing of Oracle Data for the Purposes permitted in this Agreement. Oracle agrees that any Personal Data included in Oracle Data made available to You will be accurate and up to date (including with respect to opt-out or suppression information), and Oracle will provide You the minimum necessary Personal Data to fulfill the Purpose. You will not derive, or attempt to derive, directly or indirectly, the identity of an individual from any Oracle Data, and will promptly notify Oracle if You discover You have done so.

6.2 Compliance with Rules. Oracle will comply with the Rules applicable to its role of providing You the Services. You will comply with the Rules that apply to Your use of the Services including the collection, use, and sharing of Your Content with Oracle. You and Oracle agree to negotiate in good faith to amend this Agreement as may be necessary to comply with changes to the Rules. If there is a change to the Rules in any jurisdiction, then Oracle may restrict Your use of the Services in such jurisdiction.

6.3 Notice of Non-compliance. You will promptly notify Oracle if You cannot comply, or have reason to believe that You cannot comply, with: (a) Your obligations under this Agreement; (b) the Rules; or (c) Your obligations as a data Controller of Personal Data. You agree to promptly notify Oracle if You become aware of any circumstances or changes in the Rules that may prevent You from fulfilling Your obligations under this Agreement and the Rules. You must promptly take steps to remedy any non-compliance with this Agreement or Rules. Oracle may exercise its termination and suspension rights under this Agreement upon notice of any non-compliance with this Agreement or the Rules.

6.4 Consent, Privacy Disclosures, Opt-Out, and Rights of Individuals. If Your Content includes Personal Data, You will provide notices and obtain (and renew) consents or ensure notices have been provided and consents have been obtained (or renewed, including opt-in consents) as required by the Rules before making Your Content available to Oracle. Such notices and consents must sufficiently inform data subjects of the purposes for which Personal Data included in Your Content is being collected and used as permitted under this Agreement. If You rely (or plan to rely) on a legal basis other than consent to collect Your Content, You agree to notify Oracle at daas.marketing.subscriptionmgmt@oracle.com and consult with Oracle before providing Your Content to Oracle.

Unless the Rules require otherwise, You (and Your Client, if applicable) will maintain an easily-accessible privacy policy that is conspicuously linked on the home page, other relevant pages of Your websites, and within Your mobile applications. Your (and Your Client's, if applicable) privacy policy must contain the word "Privacy" (or equivalent) in the title and hyperlinks. Your privacy policy must be easy to understand and provide sufficient details describing (a) the Personal Data You collect and share, (b) the circumstances in which You collect and share it, (c) the purpose(s) for which it is collected and shared (including the purposes permitted under this Agreement), (d) the data recipients by name and type of organizations You share Your data with, and (e) any additional information required under the Rules.

You agree to maintain policies and practices that enable individual persons to opt-out of the use of their data by You and Your Client and, unless the Rules require otherwise, Your privacy policy will reference the following opt-out mechanisms:

(1) for U.S.-based individuals, 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.optout.networkadvertising.org/>);

(2) for EU/EEA-based individuals, include a link to the EDAA opt-out program (currently available at <http://www.youronlinechoices.eu/>);

(3) for individuals based in any other global region, if You determine (1) or (2) above are not appropriate to comply with opt-out requirements under the Rules, You must either:

- (a) provide a link to the applicable Oracle privacy policy, which includes additional links to opt-out tools for individuals, or
- (b) include a link to an opt-out program or opt-out mechanism compliant with the Rules and, as necessary, ensure that any opt-outs exercised through such mechanism are passed on to Oracle in a format that is easily processed by Oracle;

(4) for information You obtain from or through interactions with mobile devices, You 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>).

You will provide individuals with the right and means to receive a copy of, amend, delete or erase, restrict the use of,

or obtain an exportable copy of their Personal Data. If You receive a request to exercise such a right, You will promptly notify Oracle of the request and provide Oracle with instructions and assistance to comply with such request. As necessary or upon Oracle's request, You will make changes to Your Content so that it does not include any prohibited or incorrect Personal Data.

6.5 Adherence to Privacy Standards. You will not use the Services to: (i) make decisions related to **(a)** an individual's eligibility for employment, **(b)** health care, or **(c)** credit or insurance; **(ii)** to make decisions solely by automatic means where the decision **(y)** has a significant effect on an individual person in any way that does or may discriminate against any person or **(z)** promotes bigotry, racism or harm; **(iii)** provide to Oracle any data that falls under the sensitive or special data definitions in the Rules; or **(iv)** provide to Oracle any data collected from sites directed to children under the age of sixteen (16) or from children whose age You know to be under sixteen (16). Oracle may decline to receive or remove any of Your Content at any time if in violation of this section.

6.6 Oracle Privacy Policy. Oracle will maintain a public privacy policy describing its data use practices. Oracle's privacy policy is located at <https://www.oracle.com/legal/privacy/marketing-cloud-data-cloud-privacy-policy.html>. Oracle may update its privacy policy and its location at its discretion. Oracle Data may contain data (including Personal Data) provided by third-party suppliers. Before Oracle receives or collects such third-party data, Oracle requires third-party data suppliers to provide the necessary notices and either: (a) obtain consents from individuals to enable Oracle's processing; or (b) provide Oracle with a documented legal basis for Oracle's processing of Personal Data. Oracle will, as required by the Rules (if not required by the Rules, then at Oracle's discretion), provide individual persons with the right and means to receive a copy of, amend, delete or erase, restrict the use of, or obtain an exportable copy of their Personal Data.

6.7 Transfers of Personal Data. Oracle may store or transfer Your Content on a global basis as necessary for the Purpose(s). Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and through subcontractors, worldwide. Data transfers are made subject to the terms of the EU Standard Contractual Clauses for Controllers ("**Clauses**") if: (a) You (or Your data partner) share, use, or process Personal Data under this Agreement; and (b) such data transfer is: (i) subject to any restrictions or requirements under Directive 95/46/EC or Regulation (EU) 2016/679 repealing Directive 95/46/EC (General Data Protection Regulation); and (ii) made 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 General Data Protection Regulation. You and Oracle agree that incorporation of the Clauses into this Agreement is a legally-binding execution of the Clauses.

7. DATA SECURITY AND BREACH NOTIFICATION

The parties agree to document, deploy, and maintain appropriate safeguards designed to protect the security, confidentiality, and integrity of Oracle Data and Your Content in their control. Oracle will protect Your Content as described in the Oracle Hosting and Delivery Policies (which describe the administrative, physical, technical, and other safeguards applied to Your Content in the Services and describe aspects of system management applicable to the Services) available at www.oracle.com/contracts (or other such applicable policy) incorporated into Your order. If either party misappropriates, loses, or impermissibly alters, discloses, or compromises the security of Your Content (with respect to Oracle), Oracle Data, or Oracle Materials (with respect to You) (a "**Security Breach**"), such party will notify the other within twenty-four (24) hours (or sooner if required by applicable Rules). The parties agree to provide each other information during a Security Breach (and thereafter) that may be required by a supervisory authority or affected data subject in accordance with the Rules.

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. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

8.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS 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 ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE 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 ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

9.1 **NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY, OR EITHER PARTY'S LIABILITY IN THE TORT OF DECEIT OR FRAUDULENT MISREPRESENTATION.**

9.2 **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, GOODWILL, OR REPUTATION.**

9.3 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S 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 expense, defend You against such claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claimant or the 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 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 thirty (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) Your use of the Services (including the provision of Your Content to Oracle) is in violation of the privacy obligations in this 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 claimant 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 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 thirty (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 under this Agreement.

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 Oracle may suspend Your, Your Client's, or Your Users' access to, or use of, the Services if Oracle believes 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, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines 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 party breaches a material term of this Agreement or Your order and fails to correct the breach within thirty (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 Oracle terminates Your order as specified in the preceding sentence, You must pay within thirty (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 non-breaching party may agree in its sole discretion to extend the thirty (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. MONITORING AND SERVICE ANALYSES

12.1 Oracle continuously monitors 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 Oracle 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. Oracle 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, Your Client or any individual. Oracle retains 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 thirty (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 English law and you and Oracle agree to submit to the exclusive jurisdiction of the English courts in any dispute arising out of or relating to this agreement.

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 Oracle 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 Corporation UK Limited, Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA, Attention: Director of Legal Services.

16.2 Oracle may give notices applicable to Oracle Services 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 Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's 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 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2 Oracle's 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. Oracle is 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 Oracle's subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle's 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. Oracle does not control and is 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 Your 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 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide You the Services.

18.7 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. Each party acknowledges that, in entering into this Agreement or any order, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement or such order. Nothing in this Agreement excludes or limits either party's liability for the tort of deceit or for fraudulent misrepresentation.

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 Your order and this Agreement, Your 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. AGENCY TERMS

20.1 This Section 20 will only apply to Your orders for Services to be used by or on behalf of a Client.

20.2 If agreed to by the parties in an Ordering Document, You may order and distribute the Services to the Client(s). For such orders with a Client, You have the non-exclusive, limited right to distribute the Services to the Client during the Services Period of that order, unless earlier terminated in accordance with this Agreement or the order, solely for the Client's marketing and advertising activities or other purposes permitted in Your order ("Client Purpose"). The Client may not resell the Services or any portion thereof.

20.3 You agree to: (i) enter into a legally binding end user agreement with the Client which requires the Client to comply with all terms of this Agreement and the applicable order; (ii) promptly inform Oracle if You are aware of any breach of such end user agreement by the Client; and (iii) enforce the terms of such end user agreement between You and the Client.

20.4 You are responsible for the Client's compliance with this Agreement and applicable order(s). The Client is not a third party beneficiary of this Agreement between You and Oracle. You are solely responsible for all payment obligations under this Agreement and Your order involving a Client.

20.5 You agree that You will keep accurate books and records in connection with Services used for Clients under this Schedule D. Upon forty-five (45) days written notice, Oracle may audit Your distribution of the Services, reporting obligations, and compliance with this Section. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

- a. Third party providers of Branded Data (as defined in Your order) provide recommended pricing for their Branded Data, and You are responsible for updating Branded Data prices after Oracle provides notice of suggested pricing changes.

- b. You agree to have a Code of Conduct that is substantially similar to the terms in Oracle's Partner Code of Conduct available at <http://www.oracle.com/partners/en/how-to-do-business/opn-agreements-and-policies/019520.pdf>.

21. AGREEMENT DEFINITIONS

- 21.1 **"Agent"** means the authorized agent of a Client with legal authority to bind the Client pursuant to a written agreement with the Client.
- 21.2 **"Client"** means Your client, if any, identified in Your order who wishes to use, or have You use on its behalf, the Services. Client shall not include any public sector entity.
- 21.3 **"Identity Persistence Mechanism"** means cookie identifiers, statistical identifiers, mobile device identifiers, hashed identifiers, tags, pixels or other identifiers.
- 21.4 **"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, and audience data.
- 21.5 **"Oracle Materials"** means all Oracle-owned materials, software, technology, services, platform, Identity Persistence Mechanisms, and any work products, and any enhancements to the foregoing, that Oracle makes available to You in connection with this Agreement.
- 21.6 **"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.
- 21.7 **"Personal Data"** means information defined as personally identifiable, personal information or personal data by the Rules.
- 21.8 **"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 Data & Marketing Association's Guidelines for Ethical Business Practice (**"DMA"**) (currently available at <https://thedma.org/wp-content/uploads/DMA-Guidelines-for-Ethical-Best-Practice.pdf>), 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.
- 21.9 **"Segment"** means a classification of data, of an individual, or of an individual's behavior.
- 21.10 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies and the associated pillar document; (b) the Oracle service descriptions available at www.oracle.com/contracts or described in Your order; (c) the Oracle Marketing Cloud & Oracle Data Cloud Privacy Policy, available at <https://www.oracle.com/legal/privacy/marketing-cloud-data-cloud-privacy-policy.html>; and (d) any other Oracle documents that are referenced in or incorporated into Your order.
- 21.11 **"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.
- 21.12 **"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 Your Client to Oracle pursuant to this Agreement and Your order.

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