**Oracle Acceptable Use Policy ("AUP")**
**for the**
**Eloqua Platform Application**

This Oracle Acceptable Use Policy ("AUP") for the Eloqua Platform Application sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of any product or service created, developed, sold, licensed, delivered, supplied or performed by Oracle America, Inc., or Oracle Canada ULC as applicable ("Oracle"), whether directly or through another party, and under a signed Master Subscription Agreement or otherwise (each an "Oracle Service"). This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of Oracle with such parties, and Oracle intends it to be interpreted for such purpose.

Recipients of email messages sent using the Oracle Service are encouraged to report suspected violation of this policy by forwarding a copy of the received email with FULL headers to abuse@oraclecloud.com.  It is Oracle's policy to investigate all such reports and take appropriate action on all reports of abuse.

Each entity and individual providing services with or using or accessing an Oracle Service ("User") agrees to abide by this AUP and is it is responsible for violations of this AUP. Oracle will enforce this AUP by using, without limitation and in its discretion, auditing methods such as complaint and email failure monitoring to ensure compliance with this AUP.

User shall promptly notify Oracle in writing of any known or suspected violation of this AUP by any its personnel or any other entity or individual, using the then-current business and/or technical contact information established between Oracle and User.

1. User may not use an Oracle Service to directly or indirectly send, transmit, handle, distribute or deliver: (a) unsolicited email ("spam" or "spamming") in violation of the CAN SPAM Act (defined below) or any other law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting) and agrees to demonstrate consent to marketing upon Oracle's request; or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may User assist in any such actions, nor engage or enlist another to do so.

a. Commercial Email must not be sent to an individual's e-mail address unless one of the following situations exists:

i. Prior affirmative consent of the individual has been obtained, as defined by the CAN SPAM Act of 2003/2008 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), 15 U.S.C. sec. 7701 et seq. (the "CAN SPAM Act"); or
ii. Transmission of the Email is otherwise in compliance with the CAN SPAM Act; or
iii. Prior consent of the individual has been obtained as defined by the European Commission Privacy and Electronic Communications Directive (EU Privacy Directive) or Canada's Personal Information Protection and Electronic Documents Act (PIPEDA)

2. In addition, and without limitation to any preceding paragraph, User may not directly or indirectly send, transmit, handle, distribute or deliver any email using an Oracle Service (nor assist in any such action, nor engage or enlist another to do so) with content, or in a manner that: (a) is threatening, abusive, harassing, or defamatory; (b) is deceptive, false, misleading or fraudulent; (c) is invasive of another's privacy; (d) contains vulgar, obscene or indecent material; (e) infringes a third party's intellectual property right(s); (f) violates export control laws and/or regulations; (g) violates the usage standards or rules of an entity affected by User's use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail); (h) is legally actionable between private parties and/or (i) is in violation of any applicable local, state, national or international law or regulation, including without limitation the CAN-SPAM Act of 2003/2008 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), the U.S Telephone Consumer Protection Act of 1991, 15 U.S.C. sec. 7701 et seq., the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange

or the NASDAQ, the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), and any regulations having the force of law or laws in force of User's or email recipient's country of residence.

3. In addition, and without limitation to any preceding paragraph, User warrants that each email sent by or for it using an Oracle Service shall contain, for User and any entity on behalf of which it is providing any product or service: (a) header information that is not false or misleading; (b) an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein; and (c) information on one or more methods by which the recipient may notify User of its election to unsubscribe, opt out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein. User warrants it shall comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests.

4. User agrees not to use an Oracle Service in connection with conduct that, whether intentional or unintentional and with or without a disruptive or malicious manner, intent or purpose, impact the normal functioning, operation, privacy, integrity or security of another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information or property, or business operations, or gains unauthorized access to, or uses, monitors or makes an unauthorized reference to, any such item(s) without such party's express prior consent. Examples without limitation of such prohibited actions include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

5. User shall use the Oracle Service for its internal business purposes as contemplated by the Master Subscription Agreement and shall not: (i) willfully tamper with the security of the service or tamper with other customer accounts of Oracle; (ii) access data on the Systems not intended for the User; (iii) log into a server or account on the Systems that the User is not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Systems unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Oracle Service or make the Oracle Service available to a third party other than as contemplated in this Master Subscription Agreement; (vii) use the Oracle Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Oracle Service without Oracle's prior written consent.

6. User agrees, except to the extent express prior written permission has been given for any such use, not to use any name, logo, tagline or other mark of Oracle or an Oracle Service, or any identifier or tag generated by an Oracle Service: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by Oracle); or (b) to imply identification with Oracle as an employee, contractor, agent or other similar representative capacity. User also agrees not to remove or alter any such items as may have been provided or enabled by Oracle.

7. In addition, and without limitation to any preceding paragraph, User agrees that this AUP applies to the extent that User uses an Oracle Service to send any voice or message to mail, fax to mail, mail to fax or other voice or text note or message.

8. Breach of this AUP is grounds for immediate revocation of the subscription to the Oracle Service and termination by Oracle, for cause, of the Master Subscription Agreement governing the sale and use of the Oracle Service(s). User acknowledges Oracle may disclose information regarding User's use of Oracle Service(s) to satisfy any law, regulation, government request, court order, subpoena or other legal process; provided that if it is not prohibited from keeping the disclosure secret, it will notify User of such required disclosure.

9. Oracle reserves the right to supplement, modify, amend or supersede this AUP, notifying User via email, or a partner or user portal, or by posting a revised copy on the Oracle website. User agrees to review the AUP on a regular basis and remain in compliance at all times.

10. In addition, email sent, or caused to be sent to or through the Oracle Service(s) may not: (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (d) uses other means of deceptive addressing; (e) use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party; (f) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (g) uses Oracle trademark(s), tagline(s), or logo(s) without prior written consent and only pursuant to Oracle's trademark usage guidelines. Oracle recommends that anyone using email either through its services or anywhere else should adopt the Messaging Anti-Abuse Working Group (MAAWG)

Sender Best Communications Practices (BCP) which was created and agreed upon with collaborative input from both volume senders and Internet Service Providers. The new best practices recommend sender email technologies and subscription methods to improve deliverability rates for newsletters and permission-based email marketing. The complete Sender Best Communications Practices document is available at the organization's Web site at http://www.maawg.org/about/publishedDocuments. User shall use commercially reasonable efforts to follow such practices.

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**Supplemental SFDC Service Agreement** (Applies upon first use of Chatter inside Oracle)

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"Reseller" means Oracle America, Inc., or Oracle Canada ULC as applicable. "Reseller Application" means Chatter for Eloqua. "SFDC Service" means the online, Web-based application and platform service generally made available to the public via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding Third-Party Applications.

"SFDC" means salesforce.com.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

"You" and "Your" means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. **Use of Service.**

   a. Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

b.  Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

c.  You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

d.  You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

e.  You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.**

Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that intemperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. **Integration with Third-Party Applications.**

If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third Party Application providers. In addition, the Platform and SFDC Service may contain features designed to intemperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

4. **Proprietary Rights.**

Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

5. **Compelled Disclosure.**

If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

6. **Suggestions.**

You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

7. **Suspension and Termination.**

Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org (where "Org" means a logically separated database containing Your Data and SFDC Service customizations) other than the Org provisioned solely for use with the Reseller Application (a "Shared org"), Reseller shall be solely responsible for provisioning the Reseller Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

8. **Subscriptions Non-Cancelable.**

Subscriptions for the Platform and the SFDC Service are non cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

9. **Data Storage.**

The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

10. **No Warranty.**

SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11. **No Liability.**

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Further Contact.**

You acknowledge that you will receive system generated notices from SFDC via the Platform.

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