ORACLE ONLINE DATA AGREEMENT

This Oracle Online Data Agreement (this "**Agreement**") is between Oracle Corporation Australia Pty Limited ("**Oracle**") and the entity identified in the order ("**You**"). This Agreement sets forth the terms and conditions that govern the order placed under this Agreement.

1. USE OF THE SERVICES

1.1.   Oracle will make the Oracle services (which may include the provision of Oracle Data) 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 (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.

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 Services or 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 retain 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); (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, Your order, or the Rules, 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 Service Specifications applicable to Your order.

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 Your or such third party's 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 and Your order, 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. The parties agree that Oracle Data and Your Content may include (a combination of) Personal Data elements such as (a) online behavioral information, (b) IP addresses, (c) interest data, and (d) unique IDs, all of which may be collected from web browsers, mobile devices, data providers, or by other means. 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. With respect to Personal Data that may be included in Your Content, You agree to ensure that such Personal Data is accurate and up-to-date (including with respect to opt-out or suppression information), and You agree to only provide Oracle the minimum amount of Personal Data necessary to fulfill the Purpose(s).

6.2   Data Controller Responsibilities. Each party is a data Controller (as defined in the Rules) with regard to the use and processing of Your Content for the Purposes permitted in this Agreement. Each party is a data Controller with

regard to the use and processing of Oracle Data for the Purpose(s) permitted in this Agreement.

6.3   Compliance with Rules. Oracle will comply with the Rules applicable to Oracle in 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, or may decline to receive, or restrict its use of Your Content, in such jurisdiction. No more than once per year, Oracle may require You to complete a questionnaire regarding Your data collection, Your data use, and Your Rules compliance (the "**Questionnaire**"). You will take commercially reasonable steps to complete the Questionnaire accurately and promptly. You will also notify Oracle of any material changes in Your practices which deviate from Your responses in the Questionnaire.

6.4   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.

6.5   Consent, Privacy Disclosures, Opt-Out, and Rights of Individuals. You will provide notices and obtain consents or ensure notices have been provided and consents have been obtained (and renewed, including opt-in consents) as required by the Rules before making Your Content available to Oracle. Notices must inform data subjects in accordance with the Rules of the purposes for which Personal Data included in Your Content is being collected and used under this Agreement. You may not rely on a legal basis other than consent to collect and provide Your Content to Oracle under this Agreement unless expressly agreed to by Oracle in writing before providing Your Content.

You (and Your Client, if applicable) agree to maintain an easily-accessible privacy policy that provides a conspicuous link on the home page, other relevant pages of Your websites, and within Your mobile applications. Your (and Your Client's, as applicable) privacy policy must contain the words "Privacy" and "Data Protection" (or their equivalents in the applicable jurisdiction) in the title and hyperlinks and Your home page will provide any hyperlinks required under the Rules. 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 Purpose(s) permitted under this Agreement), (d) the data recipients by name and type of organization, and (e) any additional information required under the Rules.

You agree to maintain appropriate policies and practices that enable individuals to opt-out of the use of their data by You (and Your Client, if applicable).

Your privacy policy will, at a minimum, reference the following opt-out mechanisms:

a.   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);

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

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

   i.   provide a link to the applicable Oracle privacy policy, which includes additional links to opt-out tools for individuals, or
   ii.   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.

For Personal Data 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 rights 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 for the Personal Data You sent Oracle, You will promptly notify Oracle of the request and provide Oracle with instructions and assistance to enable Oracle 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.

Oracle will make available to You a data subject opt-out file which may apply to the Oracle Data. If applicable, You agree to implement and follow procedures to process the opt-out file at least weekly to prevent or discontinue Your use of data from those data subjects listed in the opt-out file.

6.6   Adherence to Privacy Standards. You will not (i) use the Services to make decisions related to an individual's eligibility for employment, health care, credit or insurance, or to make decisions solely by automatic means where the decision has a significant effect on the individual or in any way that does or may discriminate against any person or promote bigotry, racism or harm; (ii) provide to Oracle any data that falls under the sensitive or special data definitions in the Rules; or **(**iii**)** 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 Your Content at any time if Oracle has reason to believe Your Content is in violation of this Section. Both parties agree that they will not discriminate against consumers who have exercised their deletion, opt-out, or access rights under this Agreement.

6.7   Oracle Privacy Policy. Oracle will post and maintain a privacy policy that discloses its data use practices. The Oracle privacy policy is located at https://www.oracle.com/legal/privacy/marketing-cloud-data-cloud-privacy-policy.html and is subject to change at Oracle's discretion. Oracle Data may contain data (including Personal Data) provided by third-party data providers. Before Oracle receives or collects such third-party data, Oracle requires third-party data providers 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. With respect to Personal Data that may be included in third-party data, Oracle requires its third-party data providers to ensure that such Personal Data is accurate and up-to-date (including with respect to opt-out or suppression information). 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 solely for 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).

6.8   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 acts as a legally-binding execution of the 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).

7. DATA SECURITY AND BREACH NOTIFICATION

Each party will document, implement, and maintain appropriate safeguards designed to protect the security, confidentiality, and integrity of Oracle Data and Your Content within its 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 https://www.oracle.com/corporate/contracts/data-services/index.html (or other such applicable policy) incorporated into Your order. If either party becomes aware of and determines that Oracle Data or Your Content received from the other party (as applicable) is subject to misappropriation, accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access that compromises the security, confidentiality or integrity of such information (a "**Security Breach**"), then such party will notify the other party without undue delay but at the latest within twenty-four (24) hours (or sooner if required by applicable Rules). Oracle and You agree to provide each other, as applicable, with information that either party may be required to disclose to 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 COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PREPAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

8.4   TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING 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, GOODWILL, OR REPUTATION.**

9.2   **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, 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 (a) 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, (b) You have modified or used the Oracle Materials or Oracle Data in a way not authorized in Your order or (c) 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.

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) 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 usage or 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 the affected order 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 New South Wales, Australia and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Sydney, Australia 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 Australia Pty Limited at 4 Julius Avenue, North Ryde, NSW 2113, Australia, Attn: General Counsel.

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 its 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 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.

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 the order 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. AGENT TERMS

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

20.2   If agreed to by the parties in the Ordering Document, You may order and distribute the Services to the Client(s). For such order for 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's 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. 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 Agreement. Upon forty-five (45) days written notice, Oracle may audit Your distribution of the Services, reporting obligations, and compliance with this Section 15. 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.

20.6   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.

20.7   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. Oracle Data does not include Oracle Materials.

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. Oracle Materials does not include Oracle Data.

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 (i) privacy, electronic communications, and data protection laws, rules, regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and (ii) 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 Association of National Advertiser's Guidelines for Ethical Business Practice ("**ANA**") (currently available at https://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 may change.

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 Oracle Cloud Hosting and Delivery Policies and the associated pillar document; (b) the Oracle service descriptions available at https://www.oracle.com/corporate/contracts/data-services/service-descriptions.html or described in Your order; (c) the 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 any of Your Users or Your Client to Oracle pursuant to this Agreement and Your order.