

ORACLE AMERICA, INC.

TERMS OF SERVICE FOR NETSUITE CAMPAIGN MARKETING SERVICES

Oracle America, Inc ("Oracle") provides on an online marketing campaign management application, (the "Campaign Marketing Services")

Oracle provides the Campaign Marketing Services to you subject to the following terms and conditions ("T&C") and the applicable terms of service related to the NetSuite Service ("TOS"). These T&C are in addition to the TOS, which all the NetSuite Service is subject to. By either using the Campaign Marketing Service or "clicking" accept, you agree to be bound by these T&C. Oracle may modify these T&C at its sole discretion. Any such modification is effective upon the earlier of notice to you or being posted by Oracle. You accept any modification to these T&C by continuing to use the Campaign Marketing Services. The most current version of the T&C can be viewed [at www.netsuite.com/tos](http://www.netsuite.com/tos).

1. Use Restrictions

- A. You may not use the Campaign Marketing Services in any way for sending Spam. Spam is unsolicited e-mail directed to people not personally known to you, including but not limited to junk mail, chain letters or other unsolicited bulk e-mail, commercial or otherwise or any e-mail sent that Oracle reasonably believes constitutes Spam, based on applicable laws and industry practices. The Campaign Marketing Services shall be used for your internal business purposes only.
- B. You agree to pay for the Campaign Marketing Services based on the volume of Electronic Communications you send using the Campaign Marketing Services. You must pay in advance or be invoiced prior to utilizing the Campaign Marketing Services.
- C. Every e-mail message sent using the Campaign Marketing Services must contain a mandatory unsubscribe link that allows the recipients to remove themselves from your mailing list and a mandatory link for recipients to report incidents of e-mail abuse. E-mail abuse is defined as Spam and/or willfully ignoring requests to unsubscribe. You agree that you will not remove or disable these links.
- D. The Campaign Marketing Services may only be used for lawful purposes. Sending or solicitation of any material that violates any law is prohibited. This includes, but is not limited to, any material that is obscene, threatening, harassing, libelous, or in any way violates intellectual property laws or a third party's intellectual property rights.
- E. You agree that Oracle may add a "Powered by" or similar identifying message in the footer of every message you send using the Campaign Marketing Services and agree not to remove this message.

Termination of Marketing Services

You agree that Oracle, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Campaign Marketing Services and remove and discard any Electronic Communications within the Campaign Marketing Services, for lack of use or if Oracle believes that you have violated or acted inconsistently with the letter or spirit of these T&C. Oracle may immediately terminate your access to and use of the Campaign Marketing Services based on any known or reported occurrence of e-mail marketing abuse in connection with your use of the Campaign Marketing Services including but not limited to spam. Oracle may also in its sole discretion and at any time discontinue providing the Campaign Marketing

Services, or any part thereof. You agree that any termination of your access to the Campaign Marketing Services under any provision of these T&C may be effected without notice to you and agree that Oracle may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to the Campaign Marketing Services. Further, you agree that Oracle shall not be liable to you or any third party for any termination of your access to the Campaign Marketing Services; provided, however, that if the termination is unrelated to your acts or omissions Oracle will refund the pro rata portion of any fee that may have been paid by you for the portion of the Campaign Marketing Services not furnished to you as of the date of such termination.

General Provisions

The T&C govern your use of the Campaign Marketing Services, superseding any prior agreements between you and Oracle with respect to the subject matter contained in the T&C. The T&C and the relationship between you and Oracle shall be governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to the T&C. The Uniform Computer Information Transactions Act does not apply to the T&C or to orders placed under it. The failure of Oracle to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision. If any provision of the T&C is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&C shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Campaign Marketing Services or the T&C must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Section titles in the T&C are for convenience only and have no legal or contractual effect.