BRONTO SUPPORT SERVICES

Subject to your procurement of Support Services (as defined herein), these Support Services terms (the "Support Terms") describe Oracle’s provision of Support Services to you ("Customer") pursuant to the terms of the Agreement and the terms hereof in accordance with the level of Support Services that you have procured or are otherwise entitled to.

1. DEFINITIONS.

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the Agreement:

“Agreement” means the applicable agreement(s) that provide you with access to Services.

“Alternative Solution” means a solution or correction to an incident that allows the Cloud Service to function substantially in accordance with the User Guides.

“Authorized Contacts” means the named Customer employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Cloud Service to perform the Customer’s obligations under these Support Terms; (ii) are responsible for all communications with Oracle regarding these Support Terms, including case submission and Incident reports; and (iii) who are authorized by Customer to request and receive Support Services for the Cloud Service on behalf of the Customer.

“Bronto Knowledge Base” is the online support portal that is accessible 24x7.

“Business Days” are Monday to Friday during Normal Support Hours, excluding Oracle company holidays.

“Enhancement Request” means a request by Customer to add functionality or enhance performance beyond the specifications of the Cloud Service and are not included as part of Support Services.

“Incident” means a single support question or reproducible failure of the Cloud Service to substantially conform to the functions and/or specifications as described in User Guides and reported by an Authorized Contact.

“Normal Support Hours” are 8am to 6pm on business days in the time zone of the address for the Customer’s headquarters listed in the agreement. This includes all holidays except Christmas Day (December 25th) and New Year’s Day (January 1st).

“Professional Support” means Oracle’s enhanced level of Support Services. In addition to the Standard Support Services described herein, if Customer is entitled to Professional Support, the Normal Support Hours will be expanded to 24x7, improved Response Time Goals, phone support, and chat prioritization.

“Response Time” means the targeted time period within which Oracle will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Oracle receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

“Severity Level” means the Severity Levels 1-3 as defined below:

“Severity Level 1 (or Critical)” means an Incident where Customer’s production use of the Cloud Service is stopped or so severely impacted that the Customer cannot reasonably continue business operations. It may result in a material and immediate interruption of Customer’s business operation that will cause a loss of Customer data and/or restrict availability to such data and/or cause significant financial impact.

“Severity Level 2 (or High)” means an Incident where one or more important functions of the Cloud Service are unavailable with no acceptable Alternative Solution. Customer’s implementation or production use of the Cloud Service is continuing but not stopped; however, there is a serious impact on the Customer’s business operations.

“Severity Level 3 (or Normal)” means an Incident where: (a) important Cloud Service features are unavailable but an Alternative Solution is available, or (b) less significant Cloud Service features are unavailable with no reasonable Alternative Solution; Customers experience a minor loss of business operation functionality and/or an impact on implementation resources, or (c) Customer poses questions regarding basic functionality of the Cloud Service.

“Standard Support” is Oracle’s standard Support Services described herein, which is included in a current subscription to the Cloud Service.

“Support Services” means the support services for the Cloud Service provided by Oracle under the terms set forth herein and as may be further defined in the Agreement, but not including Enhancement Requests. Support Service levels include Standard and Professional, as described herein. Customer’s level of Support Services shall be determined by the level of Support Services that such Customer has procured or is otherwise entitled to. Support Services are provided in the English language. Support Services may be provided in other languages if and when available at Oracle’s sole discretion.

“Test Case” means Customer’s instructions that allow Oracle to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS.

2.1 Subject to the terms contained herein, Oracle shall address all Incidents which may arise from Customer’s use of the Cloud Service in accordance with Sections 4 and 5 below.

2.2 Oracle shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Cloud Service made by the Customer or any third party, including those that are made using JavaScript; (b) Enhancement Requests; or (c) any items excluded pursuant to Section 5.

3. TERMINATION.

Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support Terms shall terminate upon expiration or termination of the Agreement or expiration or termination of Customer’s right to access the applicable Cloud Service.

4. INCIDENT REPORTING AND RESPONSE TIMES.

4.1 Authorized Contacts. All reports of Incidents must be made to Oracle by the Authorized Contact(s). The primary method for a Customer to report an Incident is via a web ticket submitted from the Bronto Application. The foregoing notwithstanding, Customers procuring Standard Support may notify Oracle of Severity Level 1 (or Critical) incidents via telephone if Customer’s access to the Bronto Application is unavailable. The Customer may substitute Authorized Contact(s) from time to time by giving Oracle prior written notice, including the relevant contact information for any new Authorized Contact.

4.2 Required Information. All Incident reports must, if applicable, include the following:

a) A reproducible Test Case that demonstrates the specific usage that causes the incident being reported.
b) Exact wording of all related error messages.
c) A full description of the Incident and expected results.
d) Any special circumstances surrounding the discovery of the Incident.

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e) For Severity Level 1 (or Critical) Incidents, provide an additional point of contact.

Oracle may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support Oracle’s provision of the Support Services described herein.

4.3 Severity Levels. Oracle will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Oracle may reclassify Incidents based on the current impact on the Cloud Service and business operations as described in the Severity Level definitions. In the event Oracle determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms.

4.4 Oracle’s Obligations. Oracle will make available Support Services access during Normal Support Hours for the Customer to report Incidents and receive assistance. On receipt of an Incident report, Oracle shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

a) Confirm receipt of the Incident report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident.

b) Set a severity level for the Incident based on the criteria set forth herein.

c) Analyze the Incident and verify the existence of the problem.

d) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5 Response Time Goals.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Response Time</th>
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</thead>
<tbody>
<tr>
<td>Severity 1 (&quot;Critical&quot;)</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Severity 2 (&quot;High&quot;)</td>
<td>2 Hours</td>
</tr>
<tr>
<td>Severity 3 (&quot;Normal&quot;)</td>
<td>8 Hours</td>
</tr>
</tbody>
</table>

1 Note: Emergency Support is available in the event that the Bronto Marketing Platform (BMP) is not accessible or email is not sending as expected, for example, Customer is unable to access app.bronto.com or other pages on the site, or scheduled messages not deploying in timely manner.

4.6 Customer’s Obligations.

Oracle’s obligation to provide Support Services under these Support Terms is conditioned upon the Customer:

a) paying all applicable fees for Support Services prior to the date the Incident is reported;

b) having valid access to the Cloud Service;

c) providing Oracle with all reasonable assistance and providing Oracle with data, information and materials as that are reasonably necessary;

d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Cloud Service;

e) providing appropriate contact information for all Authorized Contacts(s);

f) utilizing Bronto knowledge base for self-help research of known solutions, and

g) utilizing ticket creation tool within the Bronto platform to log all incident cases.

5. EXCLUSIONS FROM SUPPORT SERVICES.

Oracle will not be required to correct any Incident caused by

a) integration of any feature, program or device to the Cloud Service or any part thereof;

b) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Cloud Service; or

c) use of the Cloud Service that is not in compliance with the Agreement.

6. SERVICE LEVEL – UPTIME COMMITMENT AND REMEDY

6.1. Service Level Commitment. Oracle shall use commercially reasonable efforts to provide 99.9% uptime per month with respect to core components of the Services ("Service Level Commitment"), excluding unavailability due to: (i) your equipment, software, facility, databases, or operator error not caused by Oracle or the Services; (ii) an interruption in your connection to the internet not caused by Oracle or the Services; (iii) scheduled downtime and/or emergency downtime; or (iv) a Force Majeure event. Oracle will provide you with prior notice of any scheduled downtime via your Account, and shall, to the extent practicable, schedule any maintenance between the hours of 10 PM Saturday – 4 AM Sunday (EST). Regularly scheduled and emergency maintenance time does not count as downtime. Regularly scheduled maintenance is communicated either by notice within your account, by email or by a Bronto Support posting at least seven (7) days in advance. Oracle also reserves the right to notify customers of emergency maintenance with at least one (1) day prior notice.