

CSC DIGITAL BRAND SERVICES AGREEMENT

This Digital Brand Services Agreement (the “**Agreement**”) is made and entered into by and between **Corporation Service Company**, located at 2711 Centerville Road, Wilmington, Delaware 19808, United States, including its wholly owned affiliates (“**CSC**”); and [**CUSTOMER**], located at _____, _____ (“**Customer**”, and together, a “**Party**” or the “**Parties**”) as of the last signing date of the Parties (“**Effective Date**”). This Agreement consists of General Terms, Service Terms, Schedules and Exhibits.

GENERAL TERMS

1. **TERM** - The term of this Agreement shall commence upon the Effective Date and shall continue for one (1) year (the “**Initial Term**”). The Initial Term will automatically renew for this Agreement for one (1) year periods (each a “**Renewal Term**”) unless either Party terminates the Agreement by providing ninety (90) days written notice prior to the end of the Initial Term or then-current Renewal Term(the Initial Term and any Renewal Term(s) shall constitute the “**Term**”). . Provided, however, that if there is a transition period for the Services hereunder to a new provider, the Agreement will remain in effect until a full and complete transfer has been completed. Fees paid as of the termination of the Agreement are not refundable.
2. **PRIORITY OF DOCUMENTS** - The service-specific terms set forth in Schedules shall control over any General Terms hereunder. Schedules control over any Exhibits attached thereto. In the event of inconsistency between Schedules, the Service Terms of a Schedule shall control as relates to the specific service. A pricing summary or proposal provided to Customer shall be deemed an Exhibit for each and every service to which it relates.
3. **INVOICING** - CSC invoices are sent by CSC’s wholly-owned affiliate, CSC Corporate Domains, Inc. Customer agrees to pay CSC within thirty (30) days of receiving an invoice. Unless otherwise stated, these fees are exclusive of taxes, levies, or duties. If Customer wishes to dispute an invoice, Customer agrees to do so within thirty (30) days of receiving CSC’s invoice. If undisputed fees have not been paid in full by the due date, CSC may: (i) suspend the performance of all or any of its services until paid in full; or (ii) any undisputed invoice is not paid when due then CSC may charge Customer interest on that unpaid amount at 4% above the Wall Street Journal Prime Rate published the day after the invoice was due until the date that payment is made by Customer.
4. **SERVICE FEES** - After the first year of the Agreement, CSC may increase its service fees for any or no reason once annually upon reasonable notice to Customer. In addition, in the event a fee modification is imposed by a third party necessary to provide, or facilitate the provision of, any services under this Agreement, CSC may modify the fees billable to Customer commensurate with such third-party fee modifications at any time.
5. **CONFIDENTIALITY** - This Agreement, the terms of any document incorporated by reference or attached hereto, any pricing related to services provided under this Agreement, and any information, financials, data, or knowledge that by its nature ought to be considered confidential shall be considered confidential information (“**Confidential Information**”) and are strictly for the exclusive use of the Parties. The Parties agree to keep confidential all Confidential Information unless required to disclose such information due to court order or subpoena.
6. **COMPLIANCE WITH LAW** - Each Party shall have the right to suspend performance of any of its obligations under the Agreement and any Schedule thereto without prior notice and without liability if either Party materially fails to comply with all applicable federal, state and local laws, regulations, and export requirements in connection with the Agreement.
7. **DATA PROTECTION** – CSC may be required to access, store and process personally identifiable data gathered in connection with the Services (“**Personal Data**”). CSC shall at all times comply with the provisions and obligations of all applicable laws and regulations (“**Data Protection Laws**”). CSC shall not keep Personal Data longer than is reasonably necessary for the purposes for which the Personal Data was collected or for which it is further processed. The Personal Data collected by CSC shall not be processed in a manner that is inconsistent or incompatible with the purposes for which it was obtained. Customer acknowledges that Personal Data may be processed by CSC or its suppliers, subcontractors, affiliates, or agents and may be transferred outside the jurisdiction in which Customer is located. By providing or giving access to Personal Data, Customer warrants that it has complied with all Data Protection Laws applicable to such Personal Data and that it has obtained the necessary consent of any employees or third parties to whom the Personal Data applies. The subject of any Personal Data may at any time contact CSC

and request to access, update, or amend their Personal Data, if required. CSC agrees that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access, or disclosure, alteration or destruction.

8. **CSC WARRANTY** - CSC warrants that it will provide the services described on an applicable Schedule with due care and skill and in accordance with industry standards.
9. **BREACH AND SUSPENSION** - CSC reserves the right to suspend, cancel, transfer, or otherwise modify any services provided under an applicable Schedule if (i) Customer materially breaches the General Terms or the Service Terms and does not cure such breach within fifteen (15) days of receipt of notice from CSC; or (ii) CSC receives a properly authenticated order from a court, tribunal, or other official decision-making body, with reasonable notice to Customer if allowed by law. Customer reserves the right to terminate the Agreement if CSC materially breaches the General Terms and does not cure such breach within thirty (30) days of receipt of notice from Customer.
10. **FORCE MAJEURE** - Neither Party shall be liable nor deemed to be in default for any delay or failure in performance of any of its obligations under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from *force majeure*, to include a DDoS attack or other work interruption, or any similar cause beyond the reasonable control of either Party ("**Excusable Delay**"). The Party so affected will give prompt notice of the Excusable Delay, and shall take whatever reasonable steps necessary to relieve the effect of such Excusable Delay.
11. **VENUE** - The Parties agree that Delaware law shall apply to this Agreement, that any action related to this Agreement shall be brought in state or federal court in Delaware (United States), and that the Parties irrevocably submit to the personal jurisdiction of the State of Delaware.
12. **MODIFICATION** - This Agreement may be amended only by written agreement of the Parties. Any preprinted terms and conditions found in Customer's purchase orders, email order requests, or similar documents are specifically excluded from this Agreement and shall not bind CSC. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other representations, negotiations, arrangements, understandings, agreements, and communications, whether written or oral.
13. **ASSIGNMENT** - Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party, with such consent not to be unreasonably withheld; provided that CSC may assign the Agreement to an affiliate without consent of the Customer.
14. **SCOPE OF SERVICES** - CSC is a service provider and does not provide legal, financial, or tax advice.
15. **SURVIVAL** - In the event of the termination or expiration of the Agreement or a Schedule hereunder, all terms which by their nature should survive termination shall survive such termination.
16. **INDIRECT DAMAGES** - NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **DIRECT DAMAGES** - NOTWITHSTANDING ANY CONTRARY TERM HEREIN, CSC'S AGGREGATE LIABILITY FOR ALL DAMAGES (REGARDLESS OF THE LEGAL BASIS ON WHICH THEY ARISE OR ARE INCURRED) IS LIMITED TO THE LESSER OF (I) ALL SERVICE FEES PAID BY CUSTOMER TO CSC FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR (II) FIVE THOUSAND DOLLARS (USD \$5,000). THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT AND THAT CSC WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO CUSTOMER AT THE QUOTED PRICES WITHOUT SUCH LIMITATIONS.
18. **CUSTOMER INDEMNITY** - Customer shall indemnify, defend and hold harmless CSC and its officers, directors, agents, employees, service provider (where applicable and as set out in the applicable Schedule(s)), successors and assigns (the "**Indemnified Parties**") from and against any and all claims, damages, losses, liabilities, suits,

actions, demands, proceedings (whether legal or administrative), judgments, and costs and expenses (including reasonable attorneys' fees and expenses) incurred by any Indemnified Party to the extent arising out of, or directly or indirectly relating to (a) the negligence or willful misconduct of Customer; or (b) Customer's breach of any of its representations or warranties as set forth in the Schedule(s) or the Agreement.

19. **NOTICE** - Parties agree that any notice required to be delivered under the Agreement or a Schedule thereof shall be deemed effective if sent by certified, registered mail, or overnight courier. Notices shall be sent to the addresses listed above.

Corporation Service Company

CUSTOMER: [CUSTOMER]

By: _____
(Authorized Signatory)

By: _____
(Authorized Signatory)

Name: _____

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

DOMAIN NAME MANAGEMENT SERVICES

CSC shall provide Domain Name Management Services, including registration and renewal (the “**Services**”), in accordance with the terms and conditions set forth below (the “**Service Terms**”).

1. PAYMENT TERMS

- 1.1. CSC shall allocate Customer's payments, as well as any unpaid balance, across all of Customer's domain names under CSC management. All fees paid by Customer for the Services are nonrefundable, in whole or in part, even if a Customer domain name is suspended, cancelled, or transferred prior to the end of its then current registration term.
- 1.2. If CSC does not currently manage any portion of Customer's domain name portfolio, CSC agrees to waive its then-current fee for any transfer of registrar to CSC provided that Customer maintains its domain name portfolio with CSC for at least three (3) years following the effective date of such transfer. If within three (3) years of transfer to CSC Customer (i) transfers more than half of its domain name portfolio to another registrar or registrant, or (ii) terminates or is in default under this Agreement, the transfer fee will be reinstated and Customer will be invoiced accordingly.

2. DEFINITIONS

Unless otherwise specified, capitalized terms used in this Schedule shall have the meanings set forth in the Agreement, wherever such term is used in this Schedule.

3. CUSTOMER WARRANTIES

Customer warrants that, to the best of its knowledge, neither the registration of a domain name nor the manner in which it is used infringes on the legal rights of any third party.

4. DISCLAIMERS

- 4.1. CSC does not guarantee the successful registration or renewal of a domain name, nor how long any such registration or renewal will take, because CSC cannot (i) know whether a requested domain name is simultaneously sought by a third party; (ii) ascertain whether applicable Whois databases contain inaccuracies or errors; or (iii) control the processing of such registrations or renewals at any applicable registry.
- 4.2. EXCEPT FOR CSC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CSC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE FOLLOWING:
 - (I) SUSPENSION, LOSS, OR MODIFICATION OF CUSTOMER'S DOMAIN NAME REGISTRATION(S);
 - (II) INTERRUPTION OF CUSTOMER BUSINESS;
 - (III) DELAYS OR ACCESS INTERRUPTIONS TO CSC'S DOMAIN MANAGEMENT PORTAL;
 - (IV) THE TRANSFER OF CUSTOMER'S DOMAIN NAME(S) TO CSC OR ANOTHER SERVICE PROVIDER;
OR
 - (V) ANY ACTS OR OMISSIONS OF THIRD PARTIES IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN ADOPTED POLICIES.

5. SERVICE-SPECIFIC TERMS & CONDITIONS

- 5.1. If upon registration of a domain name through CSC's portal Customer elects to use CSC's Basic DNS or Slaved DNS in connection with such domain name, or if CSC is required to use Basic DNS in order to register such domain name on behalf of Customer due to registry requirements, Customer agrees that the standard terms and conditions for Basic DNS or Slaved DNS (as applicable) shall apply, with such terms available upon request.
- 5.2. CSC's policy is to auto-renew Customer's domain names. Details of CSC's deletion and auto-renewal policy can currently be found at <https://www.cscglobal.com/service/csc/domain-terms>. CSC will notify Customer of any upcoming renewals at least seventy-five (75) days in advance of the expiration date of any domain name, and Customer must notify CSC of its desire not to renew any such domain name, either through writing, with email to Customer's assigned account manager or customer service provider sufficing, or by placing a lapse order in CSC's portal. Such notice to CSC must be provided at least twenty (20) days prior to the domain name's expiration date for gTLDs, and at least forty-five (45) days prior to the expiration date for ccTLDs.

- 5.3. CSC will include the "ClientTransferProhibited" lock on all Customer gTLD domain names and those ccTLD domain names where the registry allows for such locks.
- 5.4. Privacy protection, also referred to as "masking," conceals ownership for those domain name(s) to which it has been applied, preventing Customer's contact information from appearing in the WHOIS record for these domain name(s). Where required by a registry, or upon Customer request, CSC or one of its affiliates may appear as the registrant in the WHOIS record for applicable Customer domain name(s) ("**Masked Domains**"). For any such Masked Domains, Customer's interest and ownership in the domain name(s) is not affected. Customer agrees and acknowledges that CSC may unilaterally unmask a Customer's Masked Domains without any liability for having done so (i) in order to comply with CSC's third-party obligations (including, without limitation, any ICANN or registry obligation or requirement, or court order or legal action); (ii) to facilitate a renewal or transfer of such domain name(s); or (iii) if such action is required in CSC's reasonable, good faith estimation. Nothing in this Agreement or Schedule shall be construed as granting Customer permission or the right to provide masking services to third parties through the use of CSC's Domain Name Management or other services.
- 5.5. Customer acknowledges that the domain name system and practice of registering and administering domain names are evolving, and Customer therefore agrees that CSC may modify or amend this Schedule, as well as any additional rules or policies that are or may be published by CSC, as may be necessary to comply with CSC's ICANN agreement, or any other relevant agreement(s) under which CSC is bound or will be bound.

6. **ADDITIONAL DOCUMENTS**

The terms required by ICANN and registries are attached as Exhibit 1 and may not be modified.

EXHIBIT 1 TO DOMAIN NAME MANAGEMENT SERVICES

TERMS REQUIRED BY ICANN AND REGISTRIES

- 1.1. CSC and Customer shall be bound by the regulations, policies, and standards required by (i) ICANN, including those set forth in Clauses 3.7.7.1 through 3.7.7.12 of the 2013 ICANN Registrar Accreditation Agreement (“**2013 ICANN RAA**”); and (ii) the Registry administrators for each individual gTLD, sTLD, and/or ccTLD (“**Registry Specific Terms and Conditions**”); as applicable, as amended from time to time. The 2013 ICANN RAA and Specific Terms and Conditions, in relevant part, are currently available at <https://www.cscglobal.com/global/web/csc/domains-terms.html>. Full content of ICANN’s 2013 ICANN RAA and any related policies can be found at ICANN’s website: www.icann.org.
- 1.2. Customer agrees and acknowledges that for each domain name that it registers, CSC is required by ICANN to collect and maintain certain information, including the following: (i) the registered domain name; (ii) CSC’s name as the registrar of the domain name, plus related CSC details; (iii) the status of the domain name; (iv) the full name, postal address, voice telephone number, fax number, and email address of Customer and the administrative, technical, and billing contacts assigned to the domain name by Customer; (v) the names of the primary and, if applicable, secondary name servers for the domain name; and (vi) the date of the domain name’s last update in the Whois database, its registration/creation date, and its expiration date. Customer further agrees and acknowledges that, for the purpose of providing the Services to Customer, and in accordance with the terms set forth herein, the above information may be made available to ICANN, an ICANN-authorized escrow service, registry operators, and/or other required third parties for their use, copying, distribution, publication, modification, and/or other processing, as ICANN, Registry Operators and applicable laws may require, during or after the term of Customer’s domain name management services for its domain names. Customer agrees and acknowledges that the Whois service provider will make the above information publicly available. Customer hereby consents to and gives permission for all such disclosures.
- 1.3. Customer acknowledges that, pursuant to any ICANN specification or policy, or any CSC or registry procedure not inconsistent with any such ICANN specification or policy, its domain name registration(s) is subject to suspension, cancellation, or transfer (i) to correct mistakes by CSC or a registry, or (ii) for the resolution of disputes concerning Customer’s domain name registration(s).
- 1.4. In accordance with the requirements of the 2013 ICANN RAA, and as required by applicable registries, Customer acknowledges that CSC may terminate, suspend, or place on ‘clientHold’ any Customer domain name registration(s) for which Customer has (i) willfully provided inaccurate or unreliable Whois information as set forth herein, either in the initial registration or subsequent communications or updates; (ii) willfully failed to update any information provided to CSC within seven (7) days of any such change, with Customer responsible for providing such updates on an ongoing basis; (iii) failed to respond for over fifteen (15) calendar days to inquiries by CSC concerning the accuracy of details associated with the domain name registration; or (iv) engaged in a use of that domain name that violates any applicable laws, regulations, or policies.
- 1.5. Customer agrees that if licensing use of a domain name registered under the Service to a third party, Customer (i) is nonetheless the registrant of record and is responsible for providing its own full contact information and for providing updated information to CSC, and (ii) accepts liability for harm caused by wrongful use of that domain name unless providing current contact information of the licensee within seven (7) days of notice of wrongdoing.
- 1.6. Customer represents and warrants that if providing information about a third party under this Service, Customer has (i) provided notice to that third party of such disclosure and use of their information, and (ii) obtained that third party’s express consent to the disclosure and use of their information. Customer acknowledges that notwithstanding Customer’s registration of a domain name on behalf of a third party, CSC may comply with and perform all of its obligations under the regulations, policies, and standards referenced in Section 1.1 of this Exhibit.
- 1.7. For the adjudication of disputes concerning or arising from use of domain name(s) registered by Customer, Customer shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of Customer’s domicile, and (2) location of CSC.
- 1.8. Customer acknowledges and agrees that it is bound by ICANN’s Uniform Domain Name Dispute Resolution Policy and Rules (the “**UDRP**”), as amended from time to time, which is hereby incorporated and made a part of this Schedule by reference for all Customer gTLD domain name registrations and/or renewals.
- 1.9. Customer agrees and acknowledges that for all Customer ccTLD domain name registrations and/or renewals, Customer will be bound by the terms and conditions of applicable ccTLD registries.
- 1.10. CUSTOMER FURTHER AGREES THAT ANY APPLICABLE REGISTRY OPERATOR WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST

PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 1.11. Customer shall indemnify and hold harmless all registry operators for applicable TLDs, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, and expenses (including reasonable legal fees and expenses) arising out of or related to Customer's domain name registrations or renewals.