



This Agreement is between:

**Corporation Service Company**, with offices located at 2711 Centerville Road, Wilmington, Delaware 19808, United States, including its wholly owned affiliate CSC Corporate Domains, Inc. ("**CSC**"); and

\_\_\_\_\_, with offices located at \_\_\_\_\_  
\_\_\_\_\_ (referred to herein as "**Customer**").

CSC and Customer agree as follows:

**Agreement Documents**

This Agreement applies to any and all services provided by CSC to Customer now or in the future ("**Services**"). In the event of an inconsistency between the General Terms and Conditions and other terms for a CSC service, the more specific terms will control. The current schedules to this Agreement are:

- General Terms and Conditions
- Domain Name Management Services Terms and Conditions
- CSC Domain Name Server ("**CSC DNS**") Services Terms and Conditions
- List of CSC® Digital Brand Services

**Executed** as an agreement:

**CORPORATION SERVICE COMPANY**

**Customer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**(Authorized Signer)**

**By:** \_\_\_\_\_  
**(Authorized Signer)**

**Name:** \_\_\_\_\_  
**(Print)**

**Name:** \_\_\_\_\_  
**(Print)**

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

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**1. Services**

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CSC's performance of its obligations under this Agreement are subject to Customer providing all required information to CSC in a timely manner. CSC will rely on information supplied by Customer as being true and correct.

**2. Payment**

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2.1 CSC will invoice Customer the fees for Services. Unless otherwise stated, the fees are exclusive of taxes.

2.2 Customer will pay CSC within 30 days of receiving CSC's invoice.

2.3 If Customer wishes to dispute an invoice, Customer agrees to do so in good faith no later than 30 days of receiving the invoice. If undisputed fees have not been paid in full by the due date, CSC may suspend the performance of all or any of its Services until the invoice has been paid in full.

2.4 After the first year of the Agreement, CSC may increase the Service Fees upon reasonable notice to Customer. **Service Fees** are all fees payable under this Agreement, excluding the fees payable to third parties, including registries. A **Registry** is an entity authorised to operate the registry for a particular domain space in which CSC or one of its affiliated companies is an authorised registrar.

2.5 In the event a fee modification is imposed by a Registry, ICANN or other required third party, CSC may modify its fees at any time without notice to Customer.

**3. Term and Termination**

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3.1 The term of the Services provided hereunder shall commence upon Customer placing an order with CSC and shall continue in effect until either party terminates the Services for any reason or no reason, upon sixty (60) days written notice to the other party, provided, however, that in no event shall this Agreement be terminated until such time as all Services provided hereunder have been cancelled or terminated.

3.2 On termination of this Agreement:

- (a) all fees incurred by Customer in respect of the Services performed by CSC prior to the date of termination shall become immediately due and payable; and
- (b) clauses 3.2, 4, 5, 7, 9 and 10 of this Agreement, and any unfulfilled payment obligations under Clause 2, shall survive the termination or expiry of this Agreement.

**4. Data Protection**

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4.1 CSC shall ensure that when storing and processing personally identifiable data gathered in connection with the Services ("**Personal Data**"), it shall at all times comply with the provisions and obligations of all applicable laws and regulations ("**Data Protection Laws**").

4.2 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 for which the Personal Data applies.

4.3 CSC shall not keep Personal Data longer than is reasonably necessary for the purposes for which the 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 with the purposes for which it was obtained. The subject of any Personal Data may at any time request to see their Personal Data and amend same if required.

4.4 CSC agrees that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

**5. Confidential Information**

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5.1 **Confidential Information** means all customer lists, trade secrets, marketing, pricing, financial information, technical information, ideas, concepts, know-how, technology, processes and knowledge and any other information relating to the business of that party which is marked or expressly stated to be confidential or which a reasonable person would, given the nature of the information, regard as being confidential but does not include information: (a) which is in or becomes publicly available other than through breach of this Agreement; (b) which the Recipient (as defined in Clause 5.2) can prove by contemporaneous written documentation was known to it at the time of disclosure by the Discloser (as defined in Clause 5.2) unless such knowledge arose from disclosure in breach of an obligation of confidence; or (c) which the Recipient acquires from a source other than the Discloser without confidentiality restrictions where such source is entitled to disclose it.

5.2 Each party that receives Confidential Information (the "**Recipient**") agrees to: (a) keep the Confidential Information of the other party (the "**Discloser**") confidential; (b) not, without prior written consent of the other party, disclose the Discloser's Confidential Information to any person; (c) not use, disclose or reproduce any of the Discloser's Confidential Information for any purpose other than for the provision of Services under this Agreement; (d) comply with any reasonable direction of the Discloser's in respect of the Discloser's Confidential Information; and (e) immediately notify the Discloser of any potential, suspected or actual unauthorised use, copying or disclosure of the Discloser's Confidential Information. The foregoing will not, however, be construed as prohibiting any disclosure of Confidential Information to the extent such disclosure is required by applicable law or regulation, provided the Recipient promptly notifies Discloser of such requirement and provides reasonable cooperation with Discloser's efforts to limit or protect the required disclosure.

**6. Warranty & Disclaimer**

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6.1 Customer warrants that it is authorised to execute this Agreement.

6.2 CSC warrants that it will provide the Services with due care and skill and in accordance with industry standards.

6.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED TO CUSTOMER "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT (OTHER THAN THE WARRANTY SET FORTH IN CLAUSE 6.2), WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**7. Liability and Indemnity**

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7.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, A PARTY WILL NOT 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; PROVIDED, HOWEVER, THE FOREGOING EXCLUSION OF DAMAGES SHALL NOT LIMIT CUSTOMER'S INDEMNITY OBLIGATIONS UNDER CLAUSE 7.3 OR EITHER PARTY'S LIABILITY FOR ANY BREACH OF THIS AGREEMENT'S CONFIDENTIALITY PROVISIONS.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSC'S AGGREGATE LIABILITY FOR ALL DAMAGES NOT EXCLUDED UNDER CLAUSE 7.1 (REGARDLESS OF THE LEGAL BASIS ON WHICH THEY ARISE OR ARE INCURRED) FOR A SERVICE IS LIMITED TO THE LESSER OF (I) ALL AMOUNTS PAID TO CSC UNDER THIS AGREEMENT OR (II) FIVE THOUSAND DOLLARS (US \$5,000.00). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, CSC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7.3 Customer agrees to indemnify and hold CSC harmless from and against any and all actions, claims, proceedings, losses, damages, costs and expenses (including legal fees) and other liabilities of whatever nature, whether foreseeable or not, and whether direct or indirect, incurred by CSC in respect of any third party claim arising out of or in connection with this Agreement, except to the extent that such third party claim arises as a result of CSC's gross negligence, wilful misconduct or breach of this Agreement.

7.4 CSC shall not be responsible for any failure to meet its obligations under this Agreement to the extent that such failure is caused by an event beyond CSC's reasonable control.

7.5 The damages payable by one party to the other party under or in connection with this Agreement shall be reduced to the extent that the other party contributed to or caused the act or omission giving rise to such liability.

**8. Breach and Revocation**

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CSC reserves the right to suspend, cancel, transfer or modify any of the Services provided to Customer in the event (a) Customer materially breaches this Agreement and does not cure such breach within twenty (20) days

of notice by CSC, or (b) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. Customer agrees that CSC shall have the right to suspend, cancel, transfer or otherwise modify any of the Services hereunder at such time as CSC receives a properly authenticated order from a court or tribunal or other official decision making body.

**9. General Provisions**

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9.1 Any action arising under or related to this Agreement shall be brought in a court of competent jurisdiction in the State of Delaware, under Delaware law, except those disputes which may be resolved by the applicable Registry under their dispute resolution policy, if any, or in the case of generic top level domains (“gTLD(s)”) and sponsored top level domains (“sTLD(s)”), under the Internet Corporation for Assigned Names and Numbers’ (“ICANN”) dispute resolution mechanisms.

9.2 This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all other representations, negotiations, arrangements, understandings or agreements and other communications.

9.3 Any pre-printed terms and conditions found in Customer’s purchase orders, or similar documents, are specifically excluded from this Agreement and shall not bind CSC.

9.4 Neither party may assign its rights or obligations under this Agreement without the written consent of the other party, such consent will not be unreasonably withheld.

9.5 Each party agrees that it will do all things reasonably required to give full effect to the provisions of this Agreement and the transactions contemplated by it.

9.6 No failure to exercise or delay exercising any right, power or remedy under this Agreement will operate as a waiver.

9.7 If a provision of this Agreement is invalid or unenforceable in a jurisdiction: (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and (b) that fact does not affect the validity or enforceability of: (i) that provision in another jurisdiction; or (ii) the remaining provisions.

9.8 This Agreement may only be amended by the written agreement of the parties.

**10. Notices**

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10.1 Any notice required to be given hereunder shall be given in writing and delivered personally, sent by certified or registered mail, return receipt requested, or by a nationally recognised overnight delivery service. Any notice sent by certified or registered mail shall be deemed given on the day such notice is received.

10.2 Notices shall be sent to Customer to the attention of the Contact Person at the address listed in Customer’s account information on file with CSC.

10.3 Notices to CSC shall be sent to Corporation Service Company, 2711 Centerville Road, Wilmington, Delaware, 19808, USA, Attention: General Counsel, or at such other address as CSC may hereafter notify Customer of in such manner.

## DOMAIN NAME MANAGEMENT SERVICES TERMS AND CONDITIONS

These Domain Name Management Services Terms and Conditions apply to the provision of domain name management services.

### 1. Definitions

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- 1.1 **CSC DNS** means the domain name server services offered by CSC.
- 1.2 **Proxy Service** masks ownership of the domain name for a live site and forwards email via the use of a proxy server.

### 2. Registrations and Renewals

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- 2.1 CSC cannot guarantee that Customer will be able to register or renew a desired domain name, nor how long such registration or renewal will take. Nor shall CSC be liable, or responsible to Customer, or any third party (i) in the event CSC is not able to secure a domain name for Customer, even where such domain name was indicated as available; and (ii) for any errors, omissions or any other actions by any Registry arising out of or related to Customer's application, registration, or renewal of a particular domain name, including a Registry's failure to register or renew a domain name.
- 2.2 CSC agrees to waive its then-current fee for any transfer of registrar to CSC ("Transfer Fee") provided that Customer maintains its portfolio with CSC for at least three years following the effective date of the transfer. If within three years following the transfer to CSC, Customer transfers more than half of its domain name portfolio to another registrar or registrant, terminates or is in default under this Agreement, the Transfer Fee will be reinstated and Customer will be invoiced accordingly.
- 2.3 CSC shall allocate Customer's payment to all of Customer's domain names under CSC management, and any unpaid balance shall be allocated across all domain names in Customer's portfolio under CSC's management. All registration and renewal fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of its then current registration term.

### 3. Requirements

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3.1 Customer shall comply with the ICANN requirements currently set forth in Clause 3.7.7. of the Registrar Accreditation Agreement ("RAA") located at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm>, including those set forth in this Clause 3, and which may be amended from time to time by ICANN.

Customer shall be bound by the regulations, policies and standards required by ICANN and the Registry administrators for each individual gTLD, sTLD and/or ccTLD ("Registry Agreement(s)", as applicable, as amended from time to time, including those currently set forth at:

<https://www.cscglobal.com/global/web/csc/legal.html>.

CSC may amend these Domain Name Management Services Terms and Conditions to comply with obligations of this clause 3.1.

3.2 Customer is required to provide to CSC accurate and reliable contact details, and promptly update them if such information is no longer accurate. Customer's failure to comply with this obligation shall constitute a material breach of the Agreement and be a basis for cancellation of any domain name registration.

3.3 Where Customer licenses its domain name to a third party, Customer shall be liable for all wrongful use of the domain name and shall promptly disclose the identity of its licensee upon request. For the avoidance of doubt, this does not permit Customer to operate a Proxy Service.

3.4 Customer warrants:

- (a) that it will not register any domain names that infringe the legal rights of any third party;
- (b) nor will it permit the use of its domain names to infringe upon the rights of third parties; and
- (c) that it will indemnify and hold harmless the applicable Registry and its directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Customer's domain name registrations.

#### **4. Domain Name Registration Services Revocation**

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The registration, renewal and on-going management of Customer's domain names may be subject to denial, suspension, cancellation, hold, registry-lock or transfer if it is determined that:

- (a) Customer has provided information that is incorrect, false, or inaccurate either in the initial registration process or in any subsequent communications; including for inclusion in any WHOIS database;
- (b) Customer is in breach of ICANN or Registry requirements; or
- (c) the domain names are the subject of or otherwise involved in a dispute.

#### **5. Limitations on Liability & Indemnification**

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5.1 In addition to the limitations on CSC's liability set forth in the General Terms and Conditions, CSC WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF CUSTOMER'S DOMAIN NAME REGISTRATION(S), (b) INTERRUPTION OF BUSINESS, (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO CSC'S ONLINE DOMAIN NAME SYSTEM, OR THE WEBSITE(S) ACCESSED BY THE DOMAIN NAME(S) REGISTERED IN CUSTOMER'S NAME, (d) THE PROCESSING OF CUSTOMER'S DOMAIN NAME APPLICATION OR RENEWAL, THE TRANSFER OF THE DOMAIN NAME REGISTERED IN CUSTOMER'S NAME TO CSC OR ANOTHER SERVICE PROVIDER, OR (e) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANISATION) ADOPTED POLICIES.

5.2 Customer agrees to defend, indemnify and hold harmless CSC, its directors, officers, employees and agents from and against all claims, actions, disputes, damages, liabilities, costs, and expenses (including legal fees and expenses) arising out of or related to Customer's domain name registrations, and/or their related use.

#### **6. Local Presence & Masking Services**

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6.1 Upon request, or where required by the applicable Registry, CSC or one of its affiliates may appear as the registrant in the WHOIS record for one or more of Customer's domain names (referred to as "masking").

Customer's interest in the domain names shall not be affected nor impaired in the event CSC appears as the registrant in the WHOIS record on behalf of Customer.

6.2 CSC may unmask a Customer's domain name without any liability for having done so under these conditions: (1) to comply with CSC's third party obligations (including, without limitation, any ICANN or Registry obligation or requirement), (2) to facilitate a renewal or transfer of such domain name, (3) in its reasonable estimation that such unmasking is required.



## CSC DNS SERVICES TERMS AND CONDITIONS

These terms and conditions apply to the provision of CSC Managed DNS Services and CSC Slaved DNS Services (collectively, the “CSC DNS Services”).

### 1. CSC DNS Services

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1.1 **CSC Managed DNS** is an authoritative DNS hosting and management service for the configuration of associated zone files’ resource records. This infrastructure provides network redundancy and optimisation of DNS resolution and is appropriate for domain registrations for which the resolution and performance are deemed critical.

1.2 **CSC Slaved DNS** is an authoritative secondary DNS hosting service that slaves zone changes from a designated master name server. Customer may choose between visible or hidden master configurations. This infrastructure provides for network redundancy and optimisation of DNS resolution and is appropriate for domain registrations for which the resolution and performance are deemed critical.

### 2. Fair Usage

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CSC DNS Services standard pricing provides for up to 100,000 queries per month per domain name. Queries above this amount may be subject to additional charges.

### 3. Ownership

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3.1 The domain name server, software, data and know-how used by CSC or its licensors or providers in the provision of CSC DNS Services are owned by CSC or its licensors or providers, and are protected by applicable intellectual property laws.

3.2 Customer agrees that title to and ownership of the CSC DNS Services shall at all times and be held exclusively by CSC or its licensors or providers. Customer shall be entitled to only such rights with respect to the CSC DNS Services that are specifically granted. Nothing in this Agreement grants Customer any rights to modify, adapt, alter, copy, reverse engineer or disassemble the CSC DNS Services, including without limitation any software or data contained therein, in any way. Nothing in the Agreement grants Customer any rights to re-sell or create derivative versions of the CSC DNS Services either directly, or through a third party.

### 4. Warranties and Disclaimers

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4.1 Customer represents and warrants that it has all right, title and interest to use any of the data it provides as part of the CSC DNS Services (“Data”), and that it will not utilise (or allow utilisation of) the CSC DNS Services in a manner that:

(a) is prohibited by any applicable law, regulation and the acceptable use policies set forth in Clause 7,  
or

(b) will disrupt third parties use or enjoyment of the CSC DNS Services.

4.2 NEITHER CSC, NOR ANY OF ITS PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS, MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE CSC DNS SERVICES. EXCEPT FOR ANY EXPRESS WARRANTIES GRANTED HEREIN, CSC AND ITS LICENSORS AND PROVIDERS SPECIFICALLY DISCLAIM ALL OTHER

WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**5. Limitation of Liability**

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5.1 NEITHER CSC, NOR ANY OF ITS LICENSORS OR PROVIDERS SHALL BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID IN THE EVENT CSC DNS SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY NETWORK(S) OR ISPS DUE TO ANY ACCIDENT OR ABUSE BY CUSTOMER.

5.2 CSC AND ITS LICENSORS OR PROVIDERS ARE NOT LIABLE FOR ANY BREACH OF SECURITY ON CUSTOMER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

5.3 CSC AND ITS LICENSORS OR PROVIDERS SHALL NOT BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE (INCLUDING CATASTROPHIC SITUATIONS BEYOND THE CONTROL OF CSC AND ITS PROVIDERS OR LICENSORS), INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

5.4 CSC AND ITS LICENSORS OR PROVIDERS ARE NOT RESPONSIBLE FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF INFORMATION CARRIED OVER INTEREXCHANGE CARRIERS OR OTHER PROVIDER'S EQUIPMENT OR FACILITIES.

5.5 CUSTOMER AGREES THAT IT WILL NOT IN ANY WAY HOLD CSC, ITS LICENSORS OR PROVIDERS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM CSC MAY CONTRACT TO OPERATE THE CSC DNS SERVICES).

5.6 CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CSC'S OR ITS LICENSORS FAILURE TO MEET THE PERFORMANCE OBJECTIVES SET FORTH IN THE EXHIBIT TO THIS CSC DNS SERVICES TERMS AND CONDITIONS SHALL BE THE SERVICE CREDITS SET FORTH IN CLAUSE 3 OF EXHIBIT 1. FOR ANY OTHER CAUSE OF ACTION NOT ALREADY EXCEPTED BY THIS CLAUSE 5, IN NO EVENT SHALL CSC'S OR ITS LICENSOR'S OR PROVIDER'S LIABILITY TO CUSTOMER UNDER THIS SCHEDULE EXCEED THE FEES PAID BY CUSTOMER FOR THE AFFECTED SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY.

**6. Customer Indemnity**

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6.1 Customer agrees to indemnify, defend and hold CSC and its licensors or providers, its and their affiliates or customers, and their respective directors, officers, employees, agents and representatives harmless from and against any and all claims, suits, actions, proceedings, damages, costs, liabilities, losses, and expenses (including but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from or in connection with

(a) allegations that the Data or Customer's web site, products or services infringe or misappropriate any intellectual property rights of a third party;

(b) allegations that the Data or Customer's web site, products or services contain defamatory, libelous, slanderous, obscene or pornographic materials, or violate a third party's rights or privacy or publicity;

(c) allegations arising from a claim by Customer's users; or

(d) allegations arising out of Customer's breach of Clause 7 of this Agreement or any other CSC policy.

6.2 Customer shall not enter into any settlement or compromise of any such claim without CSC's prior written consent if such settlement or compromise would create obligations on the part of CSC or any of its licensors or providers, or adversely affect CSC's exercise of any rights under this Agreement, which consent shall not be unreasonably withheld.

6.3 CSC, its licensors or providers shall have the right to participate in the investigation, defense and settlement negotiations of any such claim with separate counsel chosen and paid for by CSC, its providers or licensors. Customer shall not be responsible for any Losses arising out of any compromise or settlement made by CSC or its licensors or providers without Customer's prior written consent.

## **7. Acceptable Use.**

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7.1 Customer agrees not to use or permit others to use the CSC DNS Services for the following **Abuses**:

- (a) for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- (b) to transmit obscene, harassing or otherwise objectionable material, whether or not such material is constitutionally protected;
- (c) to send any virus, worm, Trojan horse or harmful code or attachment;
- (d) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network;
- (e) so as to materially interfere with or disrupt CSC's or its licensors' or providers' network or third party networks connected to CSC's or its licensors' or providers' networks; or
- (f) in a manner that is inconsistent with this Agreement, any applicable laws, or any reasonable testing procedures and/or usage guidelines which may be provided or posted by CSC or its licensors or providers from time to time.

7.2 CSC and its licensors and providers reserve the right to terminate Customer's account(s) or this Agreement if it is determined that a domain hosted by CSC, its licensors or providers for Customer or is found to be pointing or otherwise directing traffic to any material in violation of any applicable law or regulation, and/or Customer uses the CSC DNS Service to point to web sites or locations that create, transmit, distribute or store material that

- (a) violates trademark, copyright, trade secret or other intellectual property laws;
- (b) violates the privacy, publicity, or other personal rights of others;
- (c) violates export control laws;
- (d) impairs the privacy of communications;
- (e) may be threatening, abusive or hateful; or
- (f) encourages conduct that would constitute a criminal offense or gives rise to civil liability.

7.3 Any misuse of the CSC DNS Services or resources that disrupt the normal use of CSC's, its licensor's or provider's systems is strictly prohibited. Abusive uses, including facilitating, aiding or encouraging such uses, may lead to termination of Customer's account(s) or this Agreement. Any attempts to penetrate CSC's, its licensor's or provider's security will result in the immediate termination of Customer's account(s) and this Agreement without notice, as well as notification to the appropriate law-enforcement agencies.

7.4 The following violations are grounds for immediate suspension of Service(s) if, in CSC's, its licensor's or provider's sole judgment, Customer has originated or is in any way responsible for such activities:

- (a) posting article(s) or substantially similar article(s) to an excessive number of newsgroups using a CSC, its licensor's or provider's, hosted domain, or posting such messages through the Service; and/or
- (b) sending unsolicited and/or mass e-mailings which may in any way implicate the use of the CSC DNS Services or CSC's, its licensor's or provider's systems or network, whether or not such activities provoke complaints from the recipients.

7.5 Customer is entirely responsible for all content or information directly or indirectly delivered to or passed through CSC, its licensors or providers. CSC, its licensors or providers exercise no control over, and accept no responsibility for such content or information, including, without limitation, content provided on any third-party Web sites. Any links from Customer Web sites are provided for informational purposes only and not as an endorsement by CSC, its licensors or providers of the content of such Web sites. CSC, its licensors or providers do not adopt nor warrant the accuracy of or the content of any linked Web site.

7.6 CSC, its licensors or providers have the right to suspend or terminate access to the Service(s) upon notice to Customer for any Abuses. Failure to promptly correct such Abuses and comply with the policy in this Clause 7 may result in termination of account(s) with no refunds offered. Indirect or attempted violations of this Clause 7 and actual or attempted violations by third parties, shall be considered a violation of this policy provision.

7.7 Customer may request that CSC DNS be used to validate the issuance of SSL (Secure Socket Layer) Certificates. By making such request, Customer authorizes CSC to insert a CNAME provided by our SSL Certificate provider onto the zone for the domain name for the purposes of SSL validation.

## **8. Third Party Provider**

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Customer acknowledges that CSC uses a third party to deliver the CSC DNS Services provided under the terms of the Agreement. The Service Level Agreement ("SLA") for the CSC DNS Services is attached hereto as an Exhibit.

## **9. Survival**

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In the event of the termination or expiration of the Agreement or the CSC DNS Services, all terms which by their nature should survive termination shall survive such termination including, but not limited to, Clauses 2, 3, 4, 5, 6, and 9.

**EXHIBIT TO CSC DNS SERVICES TERMS AND CONDITIONS**

**Service Level Agreement for CSC DNS Services**

**1. Service Level Agreement (SLA)**

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CSC is a reseller of CSC DNS Services. Thirty (30) days after Customer has been provided with access to the Server Network (defined below), CSC DNS Services will meet the Performance Objective set forth in Clause 2 below. Failure to meet this Service Level Agreement will result in the issuance of a credit by CSC to Customer in accordance with Clause 3 below.

**2. Performance Objective**

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During the term of the Agreement, CSC's service provider will provide Customer with access to the Server Network without Service Outages ("Performance Objective").

a. The **Server Network** means system(s) (i.e. servers and associated software) deployed by CSC's service provider for the provision of CSC DNS Services under the CSC DNS Service Terms and Conditions to the Agreement. The Server Network does not include any (i) client-side web-based user interfaces, (ii) zone/data transfer mechanisms, (iii) applications programming interfaces (APIs), or other customer accessible data manipulation software, or (iv) any telecommunications services or infrastructure providing a connection between CSC's service provider servers used in the provision of the CSC DNS Services.

b. A **Service Outage** means that the Server Network did not respond to DNS queries for more than thirty (30) consecutive seconds (99.995% performance criteria) during any calendar month for which Customer has purchased CSC DNS Services. Notwithstanding the foregoing, the following downtime events shall not be considered part of a Service Outage:

(1) **Planned Maintenance.** Planned Maintenance means any maintenance performed to the CSC DNS Services that may result in downtime to the CSC DNS Services Infrastructure which may include the database, name servers, application servers, application gateways, network devices, software, specifications, protocols, IP addresses, configurations, routing data and processes and any other tangible or intangible asset used by CSC or its provider to provide the CSC DNS Services. CSC or its provider will notify Customer at least 24 hours in advance of any Planned Maintenance.

(2) Unavailability of the CSC DNS Services due to (A) Customer or Customer's agents or suppliers misuse of the CSC DNS Services, or application programming or non-performance, (B) negligent or unlawful acts by Customer or Customer's agents or its suppliers, (C) downtime of the management console for the configuration of associated zone files' resource records, or unavailability of the network, including as a result of telecommunications failures (not including any failures of the Server Network); or (D) Force Majeure events such as, but not limited to, acts of God or the elements, court order, act or failure to act by civil, military, or other governmental authority, denial of service attacks, or any other circumstances beyond CSC's or CSC's licensor's or provider's reasonable control which causes interruption of the CSC DNS Services, degrades the performance of the CSC DNS Services, or in any other way interferes with the use of the CSC DNS Services.

(3) Customer's or Customer's agent's or supplier's violation of any of the Terms and Conditions set forth in the CSC DNS Service Schedule, including the Acceptable Uses provision of Clause 7 thereof.

(4) Suspension of the CSC DNS Services by CSC or CSC's service provider.

c. CSC's service provider or CSC, in their sole but reasonable discretion, shall determine whether an event will be considered a "Service Outage" based on its records and data.

**3. Remedies for Service Outages**

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3.1 If CSC's service provider determines that the Service Outage reported by Customer has occurred, CSC will issue to Customer a credit, upon Customer's request, to be applied towards the next monthly invoice for CSC DNS Services provided under this Agreement which is equal to the pro-rated charges for the amount of time the CSC DNS Services were unavailable.

3.2 Any claims for a credit pursuant to this Clause 3 shall be made by Customer to CSC within twenty (20) days of the alleged Service Outage. Claims made more than twenty (20) days after the event will not be eligible for any of the remedies described herein. Customer will provide to CSC all relevant details and documentation supporting claims of a Service Outage. CSC will respond to Customer within twelve (12) business days of receipt of the notification of a claim.

3.3 Customer's account shall not be credited more than once per month under this Service Level Agreement. Customer's sole and exclusive remedy, and CSC's service provider's and CSC's sole and exclusive liability, in the event CSC's service provider fails to meet the Performance Objective in Clause 2 above, shall be to receive a credit in accordance with the terms of this Clause 3.

**CSC® Digital Brand Services**

Customer may order from the following list of services. Information about these services may be found at [www.cscglobal.com](http://www.cscglobal.com) or available from your CSC account representative. Please place an “X” next to those services you want to order.

**Domain Name Management**

(Including registrations, transfers, renewals, etc.)

**Domain Name Acquisition and Recovery**

- Domain Evaluation
- Domain Name Dispute Resolution
- Cease & Desist Letters
- Domain Acquisition
- Take Down Services
- Registrant Investigation Service
- Backorder Service
- Privacy Protection / Masking
- Local Presence
- Transfer Out Service
- Domain Registry Lock Service

**Domain Name System (“DNS”)**

- CSC Managed DNS Service
- CSC Slaved DNS Service

**Digital Certificates**

- Digital Certificates (SSL)

**Brand Monitoring**

- Domain Audit
- Domain Name Monitoring
- Social Media Username Registration Services (delivered in Domain Manager)
- Social Media Monitoring (delivered in NameProtect)
- Social Media Username Management (delivered in Domain Manager)
- Compliance Monitoring
- Content & Logo Monitoring
- Anti-Counterfeit/Gray Market Monitoring
- Comprehensive Surveillance
- Anti-Phishing Service
- Affiliate Compliance
- Online Brand Enforcement
- Shutdown Service

- Trademark Clearance Reports** (If Customer has a *NameProtect* account, orders may be placed on line

at: <http://www.cscglobal.com/cscprotectsbrands/activeip/login.struts>; otherwise, please contact your CSC representative for ordering information.)

- U.S / Canada
- International
- Pharmaceutical

\_\_\_\_\_ **Trademark Watching** (Orders are placed via Order Form, please contact your CSC representative for ordering information.)

- U.S
- International
- Common Law
- State
- Domain Name

\_\_\_\_\_ **Trademark Screening** (If Customer has a *NameProtect* account, orders may be placed on line at: <http://www.cscglobal.com/cscprotectsbrands/activeip/login.struts>; otherwise, please contact your CSC representative for ordering information.)

- U.S.
- State
- Canada
- Domain Name

**Brand Advisory Services**

- \_\_\_\_\_ Global Availability Reports
- \_\_\_\_\_ Email Authentication
- \_\_\_\_\_ Digital Optimization
- \_\_\_\_\_ New gTLD Analysis
- \_\_\_\_\_ New gTLD Strategy
- \_\_\_\_\_ Trademark Clearing House (TMCH)
- \_\_\_\_\_ TMCH Strategy

**New gTLD Support Services**

- \_\_\_\_\_ New gTLD Registrar Solution (Registrar and Back-End Registry Services)
- \_\_\_\_\_ New gTLD Management and Compliance Consulting

**General Consulting** (please discuss with your CSC representative)

Some of these services may be provided and invoiced by Melbourne IT DBS, a wholly owned subsidiary of CSC.