

Corporation Service Company®

Corporate Identity Protection (CIP) Services

Standard Terms and Conditions

These Terms and Conditions (the "Agreement") is made and entered into by and between **Corporation Service Company** ("CSC" or "Us") with its office located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and _____ ("Customer" or "You") with its principal offices located at _____. This Agreement sets forth the terms under which CSC will provide Services (as hereinafter defined) to You. Sections 1-11 of the Agreement apply to any and all of the Services provided to You by CSC (the "General Terms"). The terms and conditions that are set forth on Schedule A apply only to CSC's domain name services. The terms and conditions that are set forth on Schedule B apply only to CSC's domain name server ("DNS") services. The terms and conditions set forth on CSC's order forms (the "Order Forms") apply only to the Services referenced in the Order Forms. In the event of an inconsistency between the General Terms and the terms of Schedule A or Schedule B (together, the "Schedules"), the terms of the Schedules shall control. In the event of an inconsistency between the Agreement and the terms of an Order Form, the terms of the Order Form shall control. In the event of an inconsistency between the terms of two or more Order Forms, the terms of the Order Form applicable to the particular Service shall control.

1. Services.

"Service" or "Services" means any service provided to You by CSC or one of its affiliates.

2. Fees and Payment Terms.

As consideration for the Services, You agree to pay CSC the amounts set forth in your Pricing Summary. CSC will invoice Customer for the Services, which invoice shall be paid within thirty (30) days of delivery to such Customer. CSC reserves the right to modify its fees upon sixty (60) days notice to Customer; provided, that, in the case of new fees due to new products and services, CSC may change such fees immediately and will use commercially reasonable efforts to advise You of such changes or new fees as soon as practicable following the effectiveness of such changes or new fees. Notwithstanding the preceding, CSC may modify its fees without notice to You for domain name registration services due to changes in registry fees or other changes in registry requirements or requirements of ICANN.

3. Pricing Confidentiality.

This Agreement, any and all pricing and discounts contained herein, and any related proposals or correspondence between Customer and CSC shall be considered confidential information. Customer agrees to hold such information in strict confidence and not to disclose it to any third parties. Notwithstanding the foregoing, Customer may disclose such information only to the extent necessary to fulfill the obligations set forth herein. Customer agrees to take all reasonable measures to protect the confidentiality of and avoid disclosure or use of such confidential information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that it utilizes to protect its own confidential information of a similar nature.

4. Collection, Use and Ownership of Data.

a. **Information Collection.** CSC, its affiliates and subsidiaries, may collect and retain any information regarding activity between You and Us in connection with any Services provided to You by CSC. CSC will have no liability to You or any third party to the extent reasonable precautions are taken to protect the information it obtains from You from loss, misuse, unauthorized access, disclosure, unauthorized use, alteration or destruction.

b. CSC agrees that we do not have any ownership interest in Customer's specific personal information outside of our rights in our customer database. Customer agrees and acknowledges that CSC owns all databases, compilation, collective and similar rights, title and interests worldwide in our customer database, and all information and derivative works generated from the customer database.

5. Breach and Revocation.

CSC reserves the right to suspend, cancel, transfer or modify any of the Services provided to Customer in the event (a) You

materially breach this Agreement and do 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. You also agree 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 of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of such Services.

6. Representations and Warranties.

Each party represents to the other party that it has the right to enter into this Agreement and that its entry into this Agreement will not violate its obligations to any third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED TO YOU "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE WITHOUT ANY LIMITATION TO THE FOREGOING.

7. Indemnification and Settlement.

You shall, at Your own expense, indemnify, defend and hold CSC and its directors, officers, employees, representatives, subsidiaries and affiliates, harmless against any third party claims, suits, actions or proceedings based on or arising from Your breach of the representations or warranties hereunder. You shall not, without written consent of CSC, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against CSC.

8. Limitation of Liability.

WITH THE EXCEPTION OF CSC'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, YOU AGREE THAT CSC WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF THE SERVICES, (b) USE BY YOU OF THE SERVICES, (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO ANY CSC SITE, (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, or (f) EVENTS BEYOND CSC'S REASONABLE CONTROL. CSC ALSO 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 CSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CSC'S MAXIMUM AGGREGATE LIABILITY EXCEED THE LESSER OF (I) ALL AMOUNTS PAID TO CSC UNDER THIS AGREEMENT OR (II) FIVE THOUSAND DOLLARS (US \$5,000.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Term.

The term of the Services provided hereunder shall commence upon Your placing an order with CSC for any of the Services and shall continue in effect until either party terminates the Services for any or no reason upon thirty (30) 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.

10. Governing Law.

Except as otherwise set forth in the Dispute Policy (as defined in Schedule A attached hereto) with respect to disputes, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Delaware, as if this Agreement was a contract wholly entered into and wholly performed within the State of Delaware. Except as otherwise set forth in this Agreement, any action to enforce this Agreement or any matter relating to your use of the CSC site shall be brought in a Delaware federal or state court.

11. General.

Any notice required to be given hereunder shall be given in writing and delivered personally, sent by certified mail, return receipt requested, by email or by Federal Express or other recognized overnight delivery service. Notices shall be sent to Customer to the attention of the Contact Person and to the address listed in Customer's account information on file with CSC. Notices to CSC shall be sent to Corporation Service

Company, 2711 Centerville Road, Suite 400, Wilmington, DE, 19808, Attention: General Counsel, or at such other address as CSC may hereafter notify Customer of in such manner. Any notice sent by certified mail shall be deemed given on the day such notice is received.

Neither party may assign this Agreement, or any of its rights, interests or obligations without the prior written approval of the other party, which approval shall not be unreasonably withheld, and any assignment in violation of the foregoing shall be null and void; provided, however, that each party may assign all of its rights and obligations hereunder to an entity that agrees in writing to be bound to the terms of this Agreement in connection with a merger, acquisition or sale of all or substantially all of such party's assets. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of termination of this Agreement, all terms which by their nature should survive termination shall survive such termination including, but not limited to, Sections 1 (Services), 3 (Pricing Confidentiality), 4 (Collection, Use and Ownership of Data), 7 (Indemnification and Settlement), 8 (Limitation of Liability), 10 (Governing Law) and 11 (General) herein. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of either party to require performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. This Agreement and the terms and conditions set forth in the Schedules attached hereto, together with all modifications, constitute the complete and exclusive agreement between You and CSC concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of CSC.

AGREED AND ACCEPTED:

CORPORATION SERVICE COMPANY

Company: _____

By: _____
(Authorized Signatory)

By: _____
(Authorized Signatory)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

Domain Name Services Terms and Conditions & ICANN Requirements

Domain Name Services Terms and Conditions

1. Domain Name Registration Services.

The terms set forth in this Schedule A apply to CSC's provision of domain name registration services for generic Top Level Domains ("gTLDs") and country code Top Level Domains ("ccTLDs"). All domain name registrations we register or renew are not effective until we have delivered the domain name registration information You provide Us to the appropriate registry administrator, as applicable, and the registry administrator puts into effect your domain name registration. By agreeing to the terms and conditions set forth in this Agreement, including the ICANN requirements, herein You are also agreeing to be bound by the required rules and regulations set forth by the registry administrators for each individual gTLD and/or ccTLD, as applicable, as amended from time to time, including those set forth at the bottom of the following web page: <https://www.cscglobal.com/global/web/csc/legal.html>.

In order to register domain names in certain jurisdictions and to meet the registry requirements in those jurisdictions, or when CSC provides domain masking services which are described in section 7 of this Schedule, CSC or its agents may, at Your request, serve as the registrant for Your domain names. In these circumstances CSC or its agents may be listed as the registrant of Your domain names in the WHOIS or other registry databases. However, when this occurs Your property interest in those domain names will not be affected or otherwise impaired. The interest You have in Your domain names will remain unchanged.

You acknowledge and agree that CSC cannot guarantee that You will be able to register or renew a desired domain name. Further, CSC cannot guarantee how long such registration or renewal will take. You agree that CSC is not liable or responsible to You or any third party in any way (a) if any domain names are indicated by CSC as available but are not successfully secured for You, or (b) for any errors, omissions or any other actions by any registry administrator arising out of or related to Your application for and registration of, renewal of, or failure to register or renew a particular domain name.

2. Fees and Payment Terms.

You acknowledge and agree that it is CSC's policy to automatically renew for a two-year term, or for the minimum term as allowed by the applicable registry(ies) if the minimum term is greater than two-years, all domain names which are under or become under CSC's management with their applicable registry(ies). You will be notified of any upcoming renewals at least 75 days in advance of their expiration date, and for gTLDs You have until 20 days prior to the expiration date and for ccTLDs You have until 45 days prior to the expiration to notify CSC, in writing or by placing a lapse order in the online domain name system, of Your desire not to renew any such domain name. You further acknowledge and agree that unless You have provided timely notice to CSC of Your desire not to renew a particular domain name prior to its renewal date, as described herein, You will be responsible for any renewal fees and costs associated with renewing Your domain name.

In the event of non-payment by You in connection with your domain names, You acknowledge and agree that the registration for such domain name(s) shall be transferred to CSC as the entity that has paid the fee for such services, and that we reserve all rights regarding such domain name(s) including, without limitation, the right to make the domain name(s) available to other parties for purchase. We will reinstate any such service solely at our discretion, and subject to our receipt of the applicable unpaid fees and our then-current reinstatement fee, currently set at \$200 per domain name. All registration and

renewal fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term.

3. Renewals

3.1 In the event any registry requires documentation to process a renewal or lapse ("Required Documentation"), Customer shall complete such Required Documentation as and when required. Where Customer fails to provide Required Documentation, CSC shall not be liable for failure to execute such renewal or lapse. Where Customer fails to provide Required Documentation in accordance with a lapse request and such domain name is renewed, Customer shall be responsible for any renewal fees associated with such domain name. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE FAILURE OF CUSTOMER TO (I) PROVIDE THE REQUIRED DOCUMENTATION, (II) ABIDE BY THE PROCEDURES SET FORTH IN THIS AGREEMENT OR (III) OTHERWISE KEEP CUSTOMER CONTACT INFORMATION UP TO DATE AND ACCURATE, MAY RESULT IN THE NON-RENEWAL OF CUSTOMER'S DOMAIN NAME AND CSC SHALL HAVE NO LIABILITY FOR SUCH NON-RENEWAL.

3.2 Customer acknowledges and agrees that (a) certain domain name registries do not permit renewal terms of longer than one year, in which case Customer shall pay for a two-year renewal and CSC will automatically renew the applicable domain name at the end of the first renewal term for an additional year without additional charges to Customer; and (b) certain registries have minimum renewal terms in excess of two years, in which case Customer shall be responsible for the renewal fees associated with such minimum term upon renewal of the domain name. Please be aware that renewal fees will not be refunded, in whole or in part, in the event Customer elects to cancel or transfer a domain name registration.

4. Transfer of Registrar/Registrant.

CSC will consider the entity that is represented by the registrant contact for a domain name (at the time of registration with CSC), as the registrant of that domain name. You agree to pay CSC its then-current fee for any transfer of registrar to CSC or one of its affiliates, or transfer of registrant to another entity (the "Transfer Fee."). You further agree that as a condition of any such transfer of registrant of your domain name, the entity to which You seek to transfer your domain name (the "Transferee") shall agree in writing to be bound by all terms and conditions of this Agreement. Any transfer in violation of this Section will be null and void.

5. Domain Name Dispute Policy.

In the event of any dispute with respect to a domain name, You agree to be bound by the Internet Corporation for Assigned Names and Numbers ("ICANN") Dispute Policy, as it is in effect at the time of such dispute ("Dispute Policy"). The Dispute Policy is hereby incorporated and made a part of this Agreement by reference for all purposes. The Dispute Policy can be found at www.icann.org.

6. Changes to Registration Agreement and Dispute Policy.

You acknowledge that the domain name system and the practice of registering and administering domain names are evolving, and therefore You agree that CSC may modify this Agreement and the Dispute Policy if necessary to comply with its ICANN Accreditation Agreement ("Accreditation Agreement"), and with any other similar agreements of ICANN (or its successor) or of any other entity that oversees or administers a ccTLD that

CSC is currently bound by or is bound by in the future. CSC will use commercially reasonable efforts to notify You of any material changes to this Agreement and the Dispute Policy as soon as practicable following the effectiveness of such changes.

7. Domain Masking Service.

CSC offers an optional "masking" and "unmasking" services for certain of the domain name registrations for which Customer is the registrant and CSC or one of its affiliates is the registrar and where such services are permitted by the respective registry. Subject to the terms hereof, when a domain name registration is "masked," CSC, or one of its affiliates, shall appear as the registrant in the WHOIS record. Customer acknowledges that CSC may unilaterally unmask a domain name registration to comply with CSC's third party obligations (including, without limitation, any ICANN obligations or requirements), in connection with renewals and transfers, or if CSC becomes aware of any disputes with respect to a domain name registration or its masking and if such dispute(s) appear imminent or likely, or upon court order or subpoena. If Customer is in breach of the Agreement, CSC shall have the right upon seven days prior notice to Customer by email to unmask the domain name registration and shall have no liability to Customer for having unmasked such domain name registration.

8. Disclosure of Domain Name Registration Information.

You agree and acknowledge that CSC will make available domain name registration information You provide or that we otherwise collect to certain third parties, including TLD registry administrators.

9. Registration Information.

You agree and acknowledge that we have a worldwide, non-exclusive, royalty-free right to use the following information for those registrations for which we are the registrar, including, without limitation: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers.

10. Domain Name Registration Services Revocation.

CSC reserves the right to suspend, cancel, transfer or modify the domain name registration services provided to Customer (a) in the event You use your domain name(s) in connection with unlawful activity; (b) in the event grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement; (c) pursuant to any TLD registry administrator procedures as the case may be.

11. Agents and Licenses.

You agree that, if You are registering a domain name for someone else, You represent that You have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. If You license the use of the domain name registered to You to a third party, You remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and billing and zone contact information.

12. Domain Name Registration Services Representations and Warranties.

By applying to register a domain name, or by asking Us to maintain or renew a domain name registration, Customer hereby

represents and warrants to Us that (a) the statements that You made or make in connection with such registration, maintenance, or renewal are complete and accurate; and (b) You are not registering or using the domain name for an unlawful purpose or in violation of any applicable laws or regulations. You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights. You further represent and warrant that all information provided by You in connection with your domain name registration is accurate and current. CSC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.

13. Domain Name Registration Services Indemnification.

You agree 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 reasonable legal fees and expenses) arising out of or related to Your domain name registrations and/or their masking.

14. Internationalized Domain Names ("IDNs").

IDN's are domain names using non-roman alphabet character sets, encoding schemes, protocols and other technologies to function on the Internet. You acknowledge and agree that IDNs are experimental, have not necessarily been approved by ICANN or any Internet standard-setting bodies, may not be functional, may never become functional and may be subject to errors such as incorrect translation. You further acknowledge and agree that CSC or the registry administrator may be required to suspend, modify or cancel your IDNs in order to comply with new rules, regulations and standards promulgated by ICANN, the Internet Engineering Task Force, other Internet standard-setting bodies and the registration administrator.

15. Domain Name Registration Services Limitations of Liability.

YOU AGREE THAT CSC WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF YOUR 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 YOUR NAME, (d) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR RENEWAL, THE TRANSFER OF THE DOMAIN NAME REGISTERED IN YOUR NAME TO CSC OR ANOTHER SERVICE PROVIDER, OR (e) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES. In any event, the liability of CSC shall at no time exceed the amount specified in section 8 of the Agreement.

16. General.

In the event of termination of this Agreement or this Schedule A, all terms which by their nature should survive termination shall survive such termination including, but not limited to, Sections 1, 5, 9, 15, and 16 of this Schedule. This Agreement may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of CSC.

ICANN Requirements

The following terms and conditions are required by ICANN and apply to all TLDs for which CSC is accredited to act as a Registrar.

1. Information Submitted.

a. You agree to provide to CSC accurate and reliable contact details and promptly correct and update them during the Term of any domain name registration services, including: Your full name, postal address, e-mail address, voice telephone number, and fax number if available; the name of authorized person(s) in the case of a domain name registered in the name of an organization, association or corporation; the name, postal address, e-mail address, voice telephone number, and (where available) fax number of a technical contact and an administrative contact.

b. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to CSC, or your failure to respond for over fifteen (15) calendar days to inquiries from CSC concerning the accuracy of contact details associated with Your registration shall constitute a material breach of this Agreement and be a basis for cancellation of any domain name registrations provided hereunder.

2. Information Collected.

You acknowledge and agree that CSC will collect and retain the following information: (i) the original creation date of the registration; (ii) the submission date and time, and the contents, of all registration data (including any updates submitted) to Us and by Us to the proper registry; (iii) communications (electronic or paper form) constituting registration applications, confirmations, modifications, or terminations and related correspondence between You and Us, including this Agreement; (iv) records of account for your domain name registration, including dates and amounts of all payments and refunds; (v) the names of the primary name server and any secondary name servers for the domain name; (vi) the IP addresses of the primary name server and any secondary name servers for the domain name; and (vii) the expiration date of the registration.

3. Disclosure and Use of Information.

a. CSC will make information about You and your domain registration with Us publicly available via a WHOIS service. The information made available shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy. The elements that CSC will currently make available are: (i) the registered domain name; (ii) the names of the primary name server and any secondary name servers for the domain name; (iii) our name as registrar of the domain name; (iv) the original creation date of the registration; (v) the expiration date of the registration; (vi) Your full name and postal address; and (vii) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of a technical contact and an administrative contact.

b. In addition, CSC shall make the information described in Section 3(a) available to third-party providers of bulk WHOIS services.

c. The following information will be retained by Us for our records and will be provided to ICANN or to an escrow agent mutually agreed upon by Us and ICANN, as required by ICANN: (i) the registered domain name; (ii) the names of the primary name server and any secondary name servers for the domain name; (iii) our name as registrar of the domain name; (iv) the original creation date of the registration; (v) the expiration date of the registration; (vi) Your full name and postal address; (vii) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of a technical contact and an administrative contact; (viii) the submission date and time, and the contents, of all registration data (including any updates submitted) to Us and by Us to the proper registry; (ix) communications (electronic or paper form) constituting registration applications, confirmations,

modifications, or terminations and related correspondence between You and Us, including this Agreement; and (x) records of account for your domain name registration, including dates and amounts of all payments and refunds.

d. CSC will make the following information available to registry administrators: (i) the registered domain name; (ii) the names of the primary name server and any secondary name servers for the domain name; (iii) the IP addresses of the primary name server and any secondary name servers for the domain name; (iv) our name as registrar of the domain name; (v) the expiration date of the registration; and (vi) any other data required by the applicable registry administrator(s).

e. You agree and acknowledge that CSC will make available domain name registration information You provide or that we otherwise collect as set forth in this Schedule A. We will not process data about any identified or identifiable natural person that we obtain from You in a way incompatible with the purposes and other limitations which we describe in this Agreement. CSC will take reasonable precautions to protect the information it obtains from You from our loss, misuse, unauthorized access, disclosure or use, or alteration or destruction of that information.

4. Accessing and Changing

Registration Information. CSC shall provide email notice to customers and report back to ICANN with corrected information, where applicable.

5. Obligations Relating to Provided Data.

In the event that, in registering the domain name, You are providing information about a third party, or you are licensing your domain name registration to a third party, You hereby represent that You have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that You have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

6. Fees and Payments.

Your requested domain name will not be registered unless we receive actual payment, or reasonable assurance of payment, of the registration fee.

7. Obligations in the Event of a License.

You agree that if You license the use of the domain name registered to You to a third party, You nonetheless remain the domain name holder of record, and remain responsible for providing (and updating, as necessary) accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration. You further agree to accept liability for harm caused by wrongful use of such licensed domain name, unless You promptly disclose the identity of the licensee to a party providing You with reasonable evidence of actionable harm.

8. Representation of Non-Infringement.

To your knowledge and belief, neither the registration of the domain name, nor the manner in which it is directly or indirectly used, will infringe upon or otherwise violate the rights of any third party.

9. Domain Name Registration Services Revocation.

You acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer pursuant to any ICANN-adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted specification or policy, (a) to correct mistakes by CSC or one of its affiliates, another registrar or the registry

administrator in registering or administering the name, or (b) for the resolution of disputes concerning the domain name.

10. Indemnification of Registry Operator.

You agree to indemnify and hold harmless the registry operator for the applicable TLD, 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 Your domain name registrations.

11. Survival.

In the event of termination of this Agreement, all terms which by their nature should survive termination shall survive such termination including, but not limited to, Sections 1, 2 ,3 and 10 of these ICANN Requirements.

Schedule B

CSC Premium Domain Name Server (“CSC DNS”) Services

Terms and Conditions

1. CSC DNS Service.

CSC offers three DNS services: (1) CSC Basic DNS, (2) CSC DNS, and (3) CSC Secondary (Slaved) DNS (together the CSC DNS and CSC Secondary (Slaved) DNS services are referred to as “CSC DNS Services”). The CSC Basic DNS is expressly excluded from these Terms and Conditions, a description of CSC Basic DNS is set forth in section 2 below entitled “CSC Basic DNS and Fair Use”.

The CSC DNS Service is an authoritative managed DNS hosting and management console for the configuration of associated zone files’ resource records. This infrastructure provides network redundancy and optimization of DNS resolution and is appropriate for domain registrations for which the resolution and performance are deemed critical. The CSC Secondary (Slaved) DNS Service is an authoritative secondary DNS hosting that slaves zone changes from a designated master name server. Customers may choose between visible or hidden master configurations. This infrastructure provides for network redundancy and optimization of DNS resolution and is appropriate for domain registrations for which the resolution and performance are deemed critical.

2. CSC Basic DNS and Fair Use. The CSC Basic DNS shall be used only for domain names with less than 1,000 queries per month. CSC will waive its service fees for CSC Basic DNS and Customer shall not be entitled to any Service Level Agreement described in this Schedule B, and CSC and its licensors or providers shall have no liability whatsoever for any losses related to Your use of the CSC Basic DNS. In the event Your domain names exceeds 1,000 queries in any month, CSC reserves the right to charge Customer fees according to CSC’s pricing model for such usage.

3. Ownership.

The domain name server, software, data and know-how used by CSC or its licensors or providers in the provision of the CSC DNS Services are owned by CSC or its licensors or providers, and are protected by copyright and other intellectual property laws. Customer agrees that title to and ownership of the CSC DNS Services, shall at all times and in any event 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 as are specifically granted. Nothing in this Agreement grants Customer any rights to modify, adapt, alter, copy, reverse engineer (except to the extent permitted by applicable law) 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.

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”). Customer represents and warrants that it will not utilize (or allow utilization of) the CSC DNS Services in a manner that: (a) is prohibited by any law or regulation, including the acceptable use policies set forth in Section 6, or (b) will disrupt third parties use or enjoyment of the CSC DNS Services. 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.

NEITHER CSC, NOR ANY OF ITS LICENSORS OR PROVIDERS SHALL BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE 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. 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. 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). 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. 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). 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.

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 Section 6 of this Agreement entitled “Acceptable Use” or any other CSC policy; provided however, Customer shall not be obligated to indemnify CSC or its licensors or providers unless (i) Customer is notified promptly and informed fully in writing regarding such action; (ii) Customer controls the defense or settlement of such action;

and (iii) CSC or its licensors or providers cooperates reasonably and gives Customer all necessary authority, information and assistance (at Customer's expense). 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. CSC, its licensors or providers will 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.

Customer agrees to use the CSC DNS Services for lawful purposes only. Customer agrees not to use the CSC DNS Services for any of the unacceptable purposes set forth below (referred to herein as "Abuses"). CSC and its licensors and providers reserve the right to terminate Customer's account(s) or this Agreement if, in CSC, its licensor's or provider's reasonable determination, (a) 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 (b) Customer uses the Service(s) to point to web sites or locations that create, transmit, distribute or store material that (i) violates trademark, copyright, trade secret or other intellectual property laws; (ii) violates the privacy, publicity, or other personal rights of others; (iii) violates U.S. export control laws; (iv) impairs the privacy of communications; (v) may be threatening, abusive or hateful; or (vi) encourages conduct that would constitute a criminal offense or gives rise to civil liability. Further, any misuse of the CSC DNS Services or resources that disrupts 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. The following violations are grounds for immediate suspension of Service(s) pending an investigation and will result in termination of the account(s) and agreement(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: (i) 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 (ii) 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. 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. 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 section may result in termination of account(s) with no refunds offered. Indirect or attempted violations of this section and actual or attempted violations by third parties, shall be considered a violation of this policy section.

8. Accurate Information.

Customer agrees to (a) provide complete, accurate, and current information as requested by CSC, its licensors or providers and (b) to update this information throughout the term of the Agreement as needed to keep all such information complete, accurate, and current.

9. Confidentiality.

Any non-public data, information and other materials of a party provided to either party by the other party where such information is marked or otherwise understood as being "proprietary" or "confidential" or the like (referred to herein as "Confidential Information") disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall retain the Confidential Information in confidence and not use or disclose the Confidential Information to any third party without the Disclosing Party's express written consent; provided, however, these restrictions shall not apply to information which: (a) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (d) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure.

10. Third Party Provider.

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 Exhibit 1.

11. Survival.

In the event of termination of the Agreement or this Schedule B, all terms which by their nature should survive termination shall survive such termination including, but not limited to, Sections 2, 3, 4, 5, 6, 9, and 11.

Exhibit 1 to Schedule B

Service Level Agreement for CSC DNS Services (only)

The terms of this Exhibit 2 shall control in the event there is a conflict with the terms of Schedule B.

1. Service Level Agreement (SLA).

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

2. Performance Objective.

During the Term of the Agreement, CSC's service provider will provide Customer with access to the Service Network without Service Outages ("Performance Objective"). For purposes of this Exhibit the following shall apply:

a. The "**Server Network**" means system(s) (i.e. servers and associated software) deployed by CSC's service provider in connection with the provision of the CSC DNS Services under 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 any 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 (99.999% performance criteria) during any calendar month for which You have purchased CSC DNS Services. Notwithstanding the foregoing, the following downtime events shall not be considered part of a Service Outage:

- (1) Regularly Scheduled Maintenance. Regularly Scheduled Maintenance means any maintenance performed to the CSC DNS Services. During such Regularly Scheduled Maintenance, the Server Network will continue to answer all DNS Queries.
- (2) Unavailability of the CSC DNS Services due to (A) your misuse of the CSC DNS Services, or application programming or non-performance, (B) other negligent or unlawful acts by You or your agents or its suppliers, (C) CSC's gross negligence (D) downtime of the management console for the configuration of associated zone files' resource records, or unavailability of your network, including as a result of telecommunications failures (not including any failures of the Server Network); or (E) 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 service provider's reasonable control.
- (3) Suspension of the CSC DNS Services by CSC or CSC's service provider in accordance with the terms of the Agreement.

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:

a. If CSC's service provider determines that the Service Outage reported by You actually occurred during a given calendar month, then CSC will issue to Customer a credit, upon Your request, to be applied towards the next monthly invoice for CSC DNS Services provided under this Agreement, equal to the pro-rated charges for the amount of time the CSC DNS Services were unavailable.

b. Any claims for a credit pursuant to this Section 3 shall be made by Customer to CSC within twenty (20) days after the alleged Service Outage. Claims made more than twenty (20) days after the event will not be eligible for any of the remedies described in this Exhibit. Customer will provide to CSC all relevant details and documentation supporting claims of a Service Outage. CSC's service provider will investigate the claim and CSC will respond back to You within twelve (12) business days of receipt of the notification of a claim.

c. Customer's account shall not be credited more than once per month under this Exhibit. Your 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 Section 2 above, shall be to receive a credit in accordance with the terms of this Section 3.

