



**PREAMBLE**

*By using any of **Corporation Service Company's** ("CSC") Digital Brand Services, Customer expressly agrees to the terms of this **Agreement**, as applicable. In the event Customer already has a contract in place with CSC that covers the services provided, this Agreement shall not apply. CSC has offices located at 2711 Centerville Road, Wilmington, Delaware 19808, United States, and any of CSC's wholly owned affiliated companies may provide services to Customer under this Agreement;*

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**"). The terms of any Schedules or CSC Order Forms attached hereto apply only to specific Services for which they relate. In the event of an inconsistency between the General Terms and Conditions and the terms of any Schedule or Order Form, the terms of the Schedule or Order Form will control, as applies to the specific Service to which they relate.

This Agreement is currently made up of the following:

- Preamble
- General Terms & Conditions
- Service Specific Schedules

# DIGITAL BRAND SERVICES AGREEMENT

## GENERAL TERMS & CONDITIONS

### 1. SERVICES

- 1.1 CSC's performance of its obligations under this Agreement is 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 accurate.

### 2. PAYMENT

- 2.1 **Service Fees** means that portion of the fees billable to Customer in accordance with the pricing summary provided to Customer, excluding costs payable to any third parties necessary to provide, or facilitate the provision of, any Services under this Agreement.
- 2.2 CSC will invoice Customer the fees due and payable for all Services provided under this Agreement. Unless otherwise stated, these fees are exclusive of taxes, levies, or duties.
- 2.3 Customer will pay CSC within thirty (30) days of receiving CSC's invoice.
- 2.4 CSC invoices are sent by CSC's wholly-owned affiliate, CSC Corporate Domains, Inc., and Customer may pay in local currency, if necessary.
- 2.5 If Customer wishes to dispute an invoice, Customer agrees to do so in good faith within thirty (30) days of receiving CSC's invoice. If undisputed fees have not been paid in full by the invoice's due date, CSC may suspend the performance of all or any of its Services until the invoice has been paid in full.
- 2.6 After the first year of the Agreement, CSC may increase the Service Fees upon reasonable notice to Customer.
- 2.7 In the event a fee modification is imposed by a third party necessary to provide, or facilitate the provision of, any Services under this Agreement, CSC may modify the fees billable to Customer commensurate with such third-party fee modifications at any time without notice to Customer.
- 2.8 Annual fees for subscription based services shall be payable in advance and are non-refundable in whole or in part.

### 3. TERM AND TERMINATION

- 3.1 The term of the Services provided hereunder shall commence upon Customer signing this Agreement 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 Upon termination of this Agreement: (i) 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 (ii) 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

- 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

## DIGITAL BRAND SERVICES AGREEMENT

or giving access to Personal Data, Customer warrants that it has complied with all Data Protection Laws applicable to such Personal Data and that it has obtained the necessary consent of any employees or third parties to whom the Personal Data applies.

- 4.3 CSC shall not keep Personal Data longer than is reasonably necessary for the purposes for which the Personal Data was collected or for which it is further processed. The Personal Data collected by CSC shall not be processed in a manner that is inconsistent or incompatible with the purposes for which it was obtained.
- 4.4 The subject of any Personal Data may at any time contact CSC and request to access, update, or amend their Personal Data, if required.
- 4.5 CSC agrees that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access, or disclosure, alteration or destruction.

### 5. ANTI-BRIBERY

- 5.1 Customer represents, warrants and covenants that Customer, in the exercise of their rights and the performance of their obligations under this Agreement, or in connection with any transaction contemplated or authorized by this Agreement, have not, and shall not, pay or give, offer or promise to pay or give, or authorize any third party to pay or give, any money or any other thing of value directly or indirectly for the purpose of obtaining or retaining any business or securing any other unfair advantage to: (i) any government official or government employee (including any official or employee of a state-owned commercial enterprise or public international organization; (ii) any political party or officer or employee of any political party; or (iii) any candidate for political office; (iv) any officer or employee of any customer or potential customer; or (v) any other person, firm, corporation or other entity at the suggestion, request or direction, or for the benefit of, any of the foregoing persons or entities. Customer further represents, warrants and covenants that all amounts paid to CSC by Customer hereunder, including, but not limited to, any discounts or credits furnished by CSC, if any, shall not be paid or given to any other person, firm, corporation or other entity, except in payment for a bona fide business purposes authorized by the Agreement, and incurred in connection with the performance of services hereunder in accordance with applicable law.
- 5.2 Customer represents that it is aware of and understands the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act, and agrees to comply with those provisions and to take no action that might be a violation of these acts or the laws of any applicable country that prohibit the same type of corrupt payments.
- 5.3 Customer acknowledges that any violation of this Clause 5, or any formal allegation brought by a government agency charged with enforcement of anti-corruption laws that Customer is involved in a violation of any applicable anti-corruption law involving or related to this Agreement, would be a material breach of the Agreement, giving CSC the right to terminate the Agreement, immediately without any liability to CSC or any of its service providers if applicable.

### 6. CONFIDENTIAL INFORMATION

- 6.1 **Confidential Information** means all customer lists, trade secrets, marketing, pricing, financial information, technical information, ideas, concepts, know-how, technology, processes, knowledge, and any other information relating to the business of a party that is marked or expressly stated to be confidential or that a reasonable person would, given the nature of the information, regard as being confidential. Confidential Information does not include information: (i) that is or becomes publicly available other than through breach of this Agreement; (ii) that the Recipient (as defined in Clause 6.2) can prove by contemporaneous written documentation was known to it at the time of disclosure by the Discloser (as defined in Clause 6.2), unless such knowledge arose from disclosure in breach of an obligation of confidence; or (iii) that the Recipient

## DIGITAL BRAND SERVICES AGREEMENT

acquires from a source other than the Discloser without confidentiality restrictions where such source is entitled to disclose it.

- 6.2 Each party that receives Confidential Information (the **"Recipient"**) agrees to: (i) keep the Confidential Information of the other party (the **"Discloser"**) confidential; (ii) not disclose the Discloser's Confidential Information to any person without the prior written consent of the Discloser; (iii) 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; (iv) comply with Discloser's reasonable direction in respect of the Discloser's Confidential Information; and (v) immediately notify the Discloser of any potential, suspected, or actual unauthorized 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.

### 7. WARRANTY & DISCLAIMER

- 7.1 Customer warrants that it is authorized to execute this Agreement.
- 7.2 CSC warrants that it will provide the Services with due care and skill and in accordance with industry standards.
- 7.3 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 7.2), 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.

### 8. LIMITATION OF LIABILITY

- 8.1 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 9.1 OR EITHER PARTY'S LIABILITY FOR ANY BREACH OF THIS AGREEMENT'S CONFIDENTIALITY PROVISIONS.
- 8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSC'S AGGREGATE LIABILITY FOR ALL DAMAGES NOT EXCLUDED UNDER CLAUSE 8.1 (REGARDLESS OF THE LEGAL BASIS ON WHICH THEY ARISE OR ARE INCURRED) FOR A SERVICE IS LIMITED TO THE LESSER OF (I) ALL SERVICE FEES PAID BY CUSTOMER TO CSC FOR THE AFFECTED SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY 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.
- 8.3 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.

## DIGITAL BRAND SERVICES AGREEMENT

- 8.4 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.

### 9. INDEMNIFICATION

- 9.1 Customer agrees to indemnify, defend, and hold CSC harmless from and against any and all actions, claims, proceedings, losses, damages, costs, 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 (collectively, "**Damages**"), except to the extent that such third-party claim arises as a result of CSC's gross negligence, willful misconduct, or breach of this Agreement.
- 9.2 Customer shall not enter into any settlement or compromise of any such claims without CSC's prior written consent if such settlement or compromise would create obligations on the part of CSC or adversely affect CSC's exercise of any rights under this Agreement, which consent shall not be unreasonably withheld.
- 9.3 CSC shall have the right to participate in the investigation, defense, and settlement negotiations of any such claims with separate counsel chosen and paid for by CSC.

### 10. BREACH & REVOCATION

- 10.1 CSC reserves the right to suspend, cancel, transfer, or modify any of the Services provided to Customer in the event (i) Customer materially breaches this Agreement and does not cure such breach within fifteen (15) days of notice by CSC; or (ii) 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.

### 11. GENERAL PROVISIONS

- 11.1 Any action arising under or related to this Agreement shall be brought in a court of competent jurisdiction in the State of Delaware (United States), under Delaware law.
- 11.2 This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other representations, negotiations, arrangements, understandings, agreements, and communications, whether written or oral.
- 11.3 Any preprinted terms and conditions found in Customer's purchase orders or similar documents are specifically excluded from this Agreement and shall not bind CSC.
- 11.4 This Agreement may be executed in two or more counterparts, and by facsimile, email delivery of a ".pdf" format data file, or valid electronic signature, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. In the event that any signature is delivered by facsimile transmission, e-mail delivery of a ".pdf" format data file, or using an electronic signature, such signature shall create a valid and binding obligation of the party on whose behalf such signature is executed with the same force and effect as if such facsimile, ".pdf" signature page, or electronic signature were an original thereof.
- 11.5 Neither party may assign its rights or obligations under this Agreement without the written consent of the other party, with such consent not unreasonably withheld.
- 11.6 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.

## DIGITAL BRAND SERVICES AGREEMENT

- 11.7 No failure or delay to exercise any right, power, or remedy under this Agreement will operate as a waiver of that right, power, or remedy.
- 11.8 If a provision of this Agreement is invalid or unenforceable in a jurisdiction, CSC will amend or replace such provision with one that is valid and enforceable in that jurisdiction and which achieves, to the extent possible, the original objectives and intent of CSC, as reflected in the original provision. The unenforceability or invalidity of any provision of this Agreement in a jurisdiction will not render the Agreement unenforceable or invalid as a whole, or in other jurisdictions.
- 11.9 All provisions of this Agreement that should by their nature survive the termination or expiration of this Agreement shall so survive, including 3.2, 4, 6, 8, 9, 11 and 12.
- 11.10 CSC is a service provider and does not provide legal or financial opinions, advice, or interpretation of any kind in relation to the Services provided under this Agreement.
- 11.11 This Agreement may only be amended by the written agreement of the parties.

### 12. NOTICES

- 12.1 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 recognized overnight delivery service. Any notice delivered personally or sent by certified or registered mail shall be deemed given on the day such notice is received by CSC.
- 12.2 Notices to Customer shall be sent to the attention of the contact person at the address listed in Customer's account information on file with CSC.
- 12.3 Notices to CSC shall be sent to the address listed below, or such other address as CSC may hereafter notify Customer of.

Attn: General Counsel  
Corporation Service Company  
2711 Centerville Road  
Wilmington, DE 19808  
United States

# DIGITAL BRAND SERVICES AGREEMENT

## SCHEDULE A

### DOMAIN NAME MANAGEMENT SERVICES

#### Terms & Conditions

These Domain Name Management Services Terms & Conditions apply only to the CSC's provision of domain name management services.

#### 1. REGISTRATIONS, RENEWALS, & TRANSFERS

- 1.1 A **Registry** means an entity authorized to operate the registry for a particular domain space in which CSC or one of its affiliated companies is an authorized registrar.
- 1.2 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, since CSC cannot know with certainty whether a desired domain name is simultaneously sought by a third party, or whether there are inaccuracies or errors in various WHOIS databases, applicable Registry databases or portals, or other required parts of the registration or renewal process. CSC shall not 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.
- 1.3 For new customers without any existing agreement with CSC, 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 (3) years following the effective date of the transfer. If within three (3) 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.
- 1.4 CSC's policy is to auto-renew Customers' domain names; details of CSC's deletion and auto-renewal policy further to this Clause can currently be found at <https://www.cscglobal.com/global/web/csc/domains-terms.html>. CSC will notify Customer of any upcoming renewals at least seventy-five (75) days in advance of the expiration date of any domain name, and Customer must notify CSC of its desire not to renew any such domains name, either through writing, with email to Customer's assigned account manager or customer service provider sufficing, or by placing a lapse order in CSC's online domain name system. Such notice to CSC must be provided at least twenty (20) days prior to the domain name's expiration date for gTLDs, and at least forty-five (45) days prior to the expiration date for ccTLDs.
- 1.5 Customer agrees to promptly notify CSC of any desire or decision to transfer ownership of any domain name(s) under CSC's management to a third party.
- 1.6 Customer is responsible for determining whether the domain name(s) that it selects, as well as the use that Customer or others make of the domain name(s), infringes on the legal rights of others.
- 1.7 Notwithstanding Clause 10.1 of the General Terms & Conditions, Customer acknowledges that certain domain name related disputes may be resolved (a) by the applicable Registry under its dispute resolution policy, if any; or (b) under the Internet Corporation for Assigned Names and Numbers' ("**ICANN**") dispute resolution mechanisms, in the case of generic top level domains ("**gTLD**") and sponsored top level domains ("**sTLD**").

## DIGITAL BRAND SERVICES AGREEMENT

### 2. PAYMENT

- 2.1 CSC shall allocate Customer's payment across all of Customer's domain names under CSC management, and any unpaid balance owed by Customer shall be allocated across all domain names in Customer's portfolio under CSC's management. All registration and renewal fees are nonrefundable, 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. ICANN & REGISTRY REQUIREMENTS

- 3.1 CSC and Customer shall be bound by the regulations, policies, and standards required by (i) ICANN, including those set forth in Clauses 3.7.7.1 through 3.7.7.12 of the 2013 ICANN Registrar Accreditation Agreement ("2013 ICANN RAA"); and (ii) the Registry administrators for each individual gTLD, sTLD, and/or ccTLD ("Registry Agreement(s)"); as applicable, as amended from time to time. The 2013 ICANN RAA and Registry Agreements, in relevant part, are currently available at <https://www.cscglobal.com/global/web/csc/domains-terms.html>. Full content of ICANN's 2013 ICANN RAA and any related policies can be found at ICANN's website: [www.icann.org](http://www.icann.org). Notwithstanding anything to the contrary herein with regard to CSC's domain name management services, in the event of a conflict between the terms of the Agreement and these Domain Name Management Services Terms and Conditions and the terms of the 2013 ICANN RAA or any ICANN policies, or the terms of any Registry Agreement, as they may be amended from time to time by the appropriate organisations, the terms of the 2013 ICANN RAA, ICANN policies or the applicable Registry Agreement shall control. CSC may amend these Domain Name Management Services Terms and Conditions to comply with obligations of this Clause 3.1.
- 3.2 Customer is obligated to continuously provide accurate and up-to-date contact information to CSC. Failure to do so may be considered a breach under this Agreement.
- 3.3 In accordance with the requirements of the 2013 ICANN RAA, and as required by applicable Registries, Customer acknowledges that CSC may terminate, suspend, or place on 'clientHold' any Customer domain name registration(s) for which Customer has (i) willfully provided inaccurate or unreliable WHOIS information (including those elements listed in Clause 4.2 below), either in the initial registration or subsequent communications or updates; (ii) willfully failed to update any information provided to CSC within seven (7) days of any such change; (iii) failed to respond for over fifteen (15) calendar days to inquiries by CSC concerning the accuracy of details associated with the domain name registration; or (iv) engaged in a use of that domain name that violates any applicable laws, regulations, or policies.
- 3.4 Further, Customer acknowledges that, pursuant to any ICANN specification or policy, or any CSC or Registry procedure not inconsistent with any ICANN specification or policy, its domain name registration(s) is subject to suspension, cancellation, or transfer (i) to correct mistakes by CSC or the Registry or (ii) for the resolution of disputes concerning Customer's domain name registration(s).

### 4. CSC DISCLOSURES REQUIRED BY ICANN

- 4.1 Customer agrees and acknowledges that CSC has a worldwide, irrevocable, non-exclusive, royalty-free right to use the following information for those domain names for which CSC is the registrar, including, without limitation: (i) the original creation date of the domain registration; (ii) the expiration date of the domain name; (iii) the name, postal address, email address, voice telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name; (iv) any remarks concerning the domain name that appear or should appear in the WHOIS or similar database; and (v) any other information that CSC generates or obtains in connection with the provision of domain name services,



## DIGITAL BRAND SERVICES AGREEMENT

including the domain name, 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.

- 4.2 Customer agrees and acknowledges that for each domain that it registers, CSC is required by ICANN to collect and maintain certain information, including the following: (i) the registered domain name; (ii) CSC's name as the registrar of the domain name, plus related CSC details; (iii) the status of the domain name; (iv) the full name, postal address, voice telephone number, fax number, and email address of Customer and the administrative, technical, and billing contacts assigned to the domain name by Customer; (v) the names of the primary and, if applicable, secondary name servers for the domain name; and (vi) the date of the domain's last update in the WHOIS database, its registration/creation date, and its expiration date. Customer further agrees and acknowledges that, for the purpose of providing domain name management services to Customer, and in accordance with the terms of this Schedule, the above information will be made available to ICANN, an ICANN-authorized escrow service, registry operators, a provider of WHOIS services, third-party providers of bulk WHOIS services, and/or other required third parties for their use, copying, distribution, publication, modification, and/or other processing, as ICANN and applicable laws may require or permit, during or after the term of Customer's domain name management services for its domain names. Customer agrees and acknowledges that the WHOIS service provider will make the above information publicly available. Customer hereby consents to and gives permission for all such disclosures.

### 5. CUSTOMER'S THIRD-PARTY OBLIGATIONS

- 5.1 In the event that, in registering a domain name, Customer provides information about a third party, or Customer is licensing the domain name registration to a third party, Customer hereby represents and acknowledges that Customer has (i) provided notice to that third party of the disclosure and use of that third party's information, as set forth in this Schedule; and (ii) obtained that third party's express consent to the disclosure and use of that third party's information, as set forth in this Schedule.

### 6. WARRANTY & DISCLAIMER

- 6.1 CSC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE CUSTOMER EITHER FROM CHALLENGES TO CUSTOMER'S DOMAIN NAME REGISTRATION OR FROM SUSPENSION, CANCELLATION, OR TRANSFER OF THE DOMAIN NAME REGISTERED TO CUSTOMER.

### 7. LIMITATION OF LIABILITY

- 7.1 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 (i) SUSPENSION, LOSS, OR MODIFICATION OF CUSTOMER'S DOMAIN NAME REGISTRATION(S); (ii) INTERRUPTION OF BUSINESS; (iii) 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; (iv) 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 (v) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANISATION) ADOPTED POLICIES.

## DIGITAL BRAND SERVICES AGREEMENT

### 8. INDEMNIFICATION

- 8.1 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.

### 9. PRIVACY PROTECTION SERVICES

- 9.1 **Privacy Protection Service**, also referred to as 'masking,' masks ownership for certain of the domain name registrations for which Customer is the registrant.
- 9.2 Upon Customer 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 ("masking"). In the event that one or more of Customer's domain names are masked and CSC or one of its affiliates appears as the registrant in the WHOIS record on behalf of Customer, Customer's interest in the domain names shall not be affected or impaired.
- 9.3 CSC may unilaterally unmask a Customer's domain name, and/or terminate the Privacy Protection Services, without any liability for having done so under the following conditions: (i) to comply with CSC's third party obligations (including, without limitation, any ICANN or Registry obligation or requirement); (ii) to facilitate a renewal or transfer of such domain name; or (iii) in CSC's reasonable estimation that such unmasking or termination of the Privacy Protection Services is required.
- 9.4 Nothing in the Agreement or this Schedule shall be construed to grant Customer permission or the right to provide Privacy Protection Services to third parties through the use of CSC's Services.

# DIGITAL BRAND SERVICES AGREEMENT

## EXHIBIT 1 TO SCHEDULE A

### Service Level Agreement for CSC Domain Name Management Services

The following service commitments apply to CSC's Domain Name Management Services only and not to any other CSC DBS Services. Domain name management includes domain name registrations, renewals, transfers, and modifications. For other services, Customer should contact their Strategic Account Manager ("SAM").

#### 1. ACCOUNT MANAGEMENT

1.1 CSC provides each Customer with a dedicated Client Service Partner ("CSP") for day-to-day support. The CSP is also supported by one of our CSP teams, which are based in:

- Melbourne, Australia
- Wiesbaden, Germany
- Stockholm, Sweden
- Paris & Valbonne, France
- London, United Kingdom
- Yarmouth, Canada
- Wilmington, Delaware & Santa Clara, California, United States

1.2 Hours of staffed support are:

- Australian Eastern Standard Time: 8 AM – 6 PM
- Central European Standard Time: 9 AM – 5 PM
- Greenwich Mean Time: 9 AM – 5 PM
- Eastern Standard Time: 7 AM – 6 PM
- Pacific Standard Time: 9 AM – 6 PM

1.3 In addition, CSC offers a free, 24/7 emergency on-call service to Customers:

- English:
  - Australia: 1 800 CSCDBS (1 800 272327) *or* +61 9611 9519
  - Canada: 1 902 740 1810
  - UK: 0800 030 4268 *or* 020 7751 0055
  - US: 1 888 780 2723
- French: 0800 915 000
- German: 0800 180 8972
- Italian: 800 785 711

1.4 For strategic and project management support, a SAM is available at the following times:

- Australia: 9 AM – 5:30 PM AEST, Monday through Friday
- North America: 8 AM – 5 PM EST, or 8 AM – 5 PM PST, Monday through Friday
- Europe: 9 AM – 5:30 PM GMT, Monday through Friday (support offered from London and Sweden offices)

# DIGITAL BRAND SERVICES AGREEMENT

## 2. CSC's ONLINE DOMAIN MANAGEMENT SYSTEM

- Uptime: 99.95%
- CSC will use commercially reasonable efforts to give Customer seven (7) days' notice of schedule maintenance
- In the event that CSC's online domain management system is unavailable, Customer may contact their CSP to place orders

## 3. ISSUE ESCALATION

3.1 The following processes are in place to help resolve any issues that may arise in relation to CSC's domain name management services:

Customer has the ability to escalate any issue, when required or deemed necessary, in accordance with the below CSC escalation path:

- Customer's CSP is the first point of contact
- The CSP may escalate to a CSP team leader and/or SAM
- Should an issue require company-wide resources, it will be escalated to CSC's senior management

## 4. DOMAIN NAME REGISTRATION SERVICES

4.1 CSC provides Customer with the following registration service level commitments:

4.2 Same business-day confirmation that CSC has received Customer's order request

4.3 24-hour fulfilment of gTLD orders (registrations, modifications), so long as required Customer documentation has been received from Customer

4.4 48-hour fulfilment of unrestricted ccTLD orders (registrations, modifications), so long as required Customer documentation has been received from Customer

## 5. RENEWALS

5.1 CSC provides Customers with the ability to automatically or manually renew their domain names using the functionality of CSC's online domain management system. This tool can be configured by Customer's CSP during account set-up, by the customer on a domain-by-domain basis, or during any 60/90/120 day renewal period. Changes can be made 24 hours a day/seven days a week/365 days a year.

## 6. TRANSFER OF REGISTRAR/REGISTRANT

6.1 CSC provides Customer with the following transfer/registrar service level commitments:

- Same business-day confirmation that CSC has received Customer's order request
- 24-hour fulfilment of gTLD orders for change of registrant, so long as CSC has received all documentation required from Customer

# DIGITAL BRAND SERVICES AGREEMENT

## SCHEDULE B

### CSC DNS SERVICES Terms & Conditions

These terms and conditions (“DNS Service Schedule”) apply only to the provision of CSC Advanced DNS, CSC Basic, and CSC Slaved DNS Services (collectively, the “CSC DNS Services”).

#### 1. CSC DNS SERVICES

CSC offers the following CSC DNS Services:

- 1.1 **CSC Advanced DNS** provides comprehensive DNS hosting and management service through a single web-based interface that enables Customer to manage its DNS data on a scalable system together with additional Geo-Location and IP Failover functionality.
- 1.2 **CSC Basic DNS** is an authoritative DNS hosting and management service for the configuration of associated 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.
- 1.3 **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 optimization of DNS resolution and is appropriate for domain registrations for which the resolution and performance are deemed critical.

#### 2. DEFINITIONS

Unless otherwise specified, capitalized terms used in this DNS Service Schedule shall have the meanings set forth in this Clause 2.

- 2.1 **“Agreement”** means the Digital Brand Services Agreement to which this DNS Service Schedule is attached.
- 2.2 **“Confidential Information”** means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other Party that may not be accessible or known to the general public. Confidential Information shall include, but shall not be limited to, the terms of the Agreement, and any information which concerns technical details of operation of any of the Services provided hereunder.
- 2.3 **“CSC DNS Authorized Users”** shall mean any user that has been added and granted permissions to the DNS Manager.
- 2.4 **“CSC DNS Query”** shall mean a request received by the Name Servers for information about a Customer Zone.
- 2.5 **“Customer Zone(s)”, “Customer Domains”, “Domains”, “Domain Names”, “Customer Domain Names”, or “Zones”** shall mean the data provided by Customer to CSC which contains information that defines how Service Provider should respond to DNS Queries.
- 2.6 **“DNS”** shall mean the Domain Name System that is a distributed database and hierarchical global infrastructure deployed on the Internet and private IP-based networks used to resolve domain names into IP addresses.
- 2.7 **“DNS Failover” or “Failover”** shall mean a monitoring and back-up service to help ensure Customer’s Internet services are available by using probes within Service Provider’s Infrastructure to perform HTTP/HTTPS, PING, SMTP or DNS testing (or such other types of testing which Service Provider may add in its discretion during the

## DIGITAL BRAND SERVICES AGREEMENT

- Term)) against selected Resource Records of Type “A” or “CNAME” (each a “DNS Failover Record”). If the service concludes that the monitored record is down, it may redirect DNS Queries to a Customer-identified failover Resource Record of Type “A” or “CNAME”. If selected by Customer, DNS Failover shall be provided on a Resource Record basis.
- 2.8 “**DNS Manager**” is the Web-based user interface tool that provides Customer with the ability to manage its DNS for the Services as well as perform user administration.
- 2.9 “**Emergency Maintenance**” shall mean downtime of the Services, as applicable, due to application of urgent patches or fixes or other urgent maintenance.
- 2.10 “**Intellectual Property Rights**” mean any and all now known or hereafter existing rights associated with United States and foreign copyrights (including, without limitation, the right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), database rights, trademarks (including, without limitation, trade dress, trade names, service marks, corporate names and logos), inventions, patents (including, without limitation, the right to make, use, offer for sale and sell), patent applications, software, firmware, know-how, trade secrets, moral rights and all rights or forms of protection of proprietary rights of every kind and of a similar nature, or having similar effect to any of them, which may exist throughout the world however designated, whether or not any of them is registered, and including applications for registration for any of the foregoing.
- 2.11 “**Master User(s)**” shall mean the Customer DNS Manager user(s) who have the highest permission level, which includes the ability to add, delete or modify Customer Zone(s) and Customer CSC DNS Authorized Users.
- 2.12 “**Name Servers**” shall mean the Service Provider’s name servers, hardware, software, data, algorithms and processes owned or controlled by Service Provider and used to host, and resolve DNS Queries for, the Customer Zone(s).
- 2.13 “**Planned Maintenance**” shall mean scheduled maintenance that may result in downtime to the Service and/or DNS Manager, and further defined in Exhibit 1 to this DNS Service Schedule.
- 2.14 “**Primary Name Server(s)**” shall mean server(s) that make Customer Zone(s) available to Service Provider for distribution to Name Servers.
- 2.15 “**Query**” shall mean CSC DNS Queries and Web Forwarding Queries.
- 2.16 “**Registrar**” means the registrar-of-record for Customer’s domain name(s).
- 2.17 “**Resource Record(s)**” shall mean a record contained in a Customer Zone that, includes, but is not limited to, the following entries: Name, Class, TTL, and Type.
- 2.18 “**Service Provider**” currently means Verisign, Inc. This is subject to change upon written notice to Customer.
- 2.19 “**Service Infrastructure**” shall include, but not be limited to, 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 Service Provider to provide the Services.
- 2.20 “**Services**” shall mean the CSC DNS Services selected by Customer.
- 2.21 “**Term**” shall mean the Term as it is defined in the Agreement or any applicable DNS Service Order Forms or Task Orders.
- 2.22 “**Web Forwarding**” shall mean a service which enables Customer to redirect one or multiple URLs to a Customer-designated site.
- 2.23 “**Web Forwarding Query**” shall mean a request received by Service Provider to redirect one or more zones to a Customer-designated site or URL.

### 3. FAIR USAGE

- 3.1 CSC Advanced DNS: CSC may monitor Customer’s use of the CSC Advanced DNS Service, including but not limited to the number of Queries. Where Customer’s usage of any of the CSC Advanced DNS Service in a given

## DIGITAL BRAND SERVICES AGREEMENT

month exceeds the maximum volume/usage/Queries allowed under the usage tier selected by and applicable to the Customer, then the Customer will be deemed to have: (i) requested that it be moved to a higher usage tier; and (ii) agreed to be charged the fees applicable to the higher usage tier.

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

### 4. CUSTOMER OBLIGATIONS

#### 4.1 Cooperation.

- 4.1.1 Customer shall provide Service Provider and CSC with reasonable access, cooperation, and timely and accurate information.

- 4.1.2 Customer acknowledges and permits Service Provider to share with CSC any and all relevant information, including but not limited to Confidential Information of Customer relating to the Services provided herein.

- 4.2 Notification of Registrar. After Customer has completed its DNS configuration, Customer must ensure that its Registrar(s) modify the records for the Domain Names Service Provider will be hosting to make the Name Servers authoritative for such Domain Names.

- 4.3 Changes; Authorizations; Fees. Upon request, Customer will make changes or direct its service providers to make changes (including, but not limited to, Planned Maintenance changes, Emergency Maintenance changes, and DNS name server delegation changes) to existing network equipment and/or infrastructure in order to enable Service Provider to provide the Services. Customer will be responsible for obtaining all necessary authorizations and permissions to effect such changes, and Customer will also be responsible for all fees or charges (if any) for making such changes.

- 4.4 DNS Manager User Accounts. Customer is responsible for (i) appointing Master User(s) and any additional CSC DNS Authorized User(s) to access the Services via the DNS Manager; (ii) all actions (including security breaches) occurring through the use of passwords assigned to Customer's CSC DNS Authorized Users; (iii) ensure that its CSC DNS Authorized Users keep their passwords confidential; (iv) deleting CSC DNS Authorized Users of the DNS Manager who leave Customer's organization or who otherwise no longer require access to the DNS Manager; and (v) any changes made by any Master User(s) or CSC DNS Authorized User(s) via the DNS Manager. Note that if the CSC DNS Authorized User to be deleted is Customer's only Master User in the DNS Manager, then Customer is responsible for contacting CSC to perform the deletion. In addition, all Master User(s) and CSC DNS Authorized User(s) must be Customer employees.

#### 4.5 Acceptable Use Policy.

- 4.5.1 Customer shall not use, nor shall it permit others to use, the Services: (i) for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (ii) to transmit obscene, harassing or otherwise objectionable material, whether or not such material is constitutionally protected (iii) to send any virus, worm, Trojan horse or harmful code or attachment; (iv) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; (v) so as to materially interfere with or disrupt Service Provider's network or third party networks connected to Service Provider's network; (vi) for online gambling in all forms regardless of whether or not it violates applicable laws; and/or (vii) in a manner that is inconsistent with the Agreement, any applicable laws, or any reasonable testing procedures and/or usage guidelines which may be provided or posted by Service Provider in writing from time to time. Notwithstanding the foregoing, nothing contained herein shall either limit (x) Service Provider's or CSC's rights to suspend or terminate the Services as outlined herein and/or (y) Customer's indemnification obligations under Clause 9 for third party claims relating to a breach of this Clause 4.5.1.

- 4.5.2 If Service Provider or CSC determines, in its sole but reasonable discretion, that Customer has failed to comply with any part of the Acceptable Use Policy set forth in this Clause 4.5, or undertakes or attempts to undertake any of the prohibited activities described herein, Customer agrees that Service Provider or CSC may

## DIGITAL BRAND SERVICES AGREEMENT

immediately take corrective action which includes, but is not limited to, (a) restricting transmission of material; (b) suspending the Services; and/or (c) terminating the Services. Such corrective action is in addition to any other rights Service Provider may have under the Agreement or under law, and Service Provider shall have no liability with respect to any action taken, or inaction, in connection with the Acceptable Use Policy set forth herein. Customer acknowledges that Service Provider shall not be responsible for any failure to deliver the Services resulting from factors outside of Service Provider's reasonable control including, but not limited to, any failure on the part of Customer to comply with the Acceptable Use Policy set forth in this Clause 4.5 and/or any non-performance or improper performance by Customer or any third parties. Notwithstanding the foregoing, nothing contained herein shall limit Customer's indemnification obligations under Clause 9 for third party claims relating to a breach of this provision.

- 4.5.3 Customer acknowledges that Service Provider shall not be responsible for any failure to deliver the resulting from factors outside of Service Provider's reasonable control including, but not limited to, any either a) failure on the part of Customer to comply with this Clause 4.5; or b) any non-performance or improper performance by Customer, its end users or related third parties; or c) use or failure of the Customer's website.

### 5. LICENSE GRANTS

#### 5.1 License Grant.

- 5.1.1 During the Term and on behalf of Service Provider, CSC grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable license for the CSC DNS Authorized Users to access and use the DNS Manager for the purposes of viewing and managing Customer's account and the data therein and solely in accordance with the Agreement and any applicable instructions or documentation provided by Service Provider or CSC. Customer is expressly prohibited from permitting either direct or indirect use of the Services by any third party. Customer shall not modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the Services. Service Provider retains all Intellectual Property Rights, title to and interest in all other information, data, content, software, systems, infrastructure, ideas, concepts, techniques, processes, configurations or other intellectual property embodied in or used or practiced in connection with the Services. All such intellectual property of Service Provider is deemed Confidential Information.
- 5.1.2 Customer is expressly prohibited from reselling, passing through, sub-licensing, or permitting either direct or indirect use of the Services by any third party. Customer shall not (i) alter, tamper with, adjust, repair or circumvent any aspect of the Services; (ii) modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the Services; and (iii) host the Zone for any top level domain. Service Provider retains all Intellectual Property Rights, title to and interest in all other information, data, content, software, systems, infrastructure, ideas, concepts, techniques, processes, configurations or other intellectual property embodied in or used or practiced in connection with the Services. All such intellectual property of Service Provider is deemed Confidential Information.
- 5.1.3 Customer shall not use, or permit others to use, the Services: (i) for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (ii) to send any virus, worm, Trojan horse or harmful code or attachment; (iii) to alter, steal corrupt, disable, destroy, trespass, or violate any security or encryption of any computer file, database or network; (iv) so as to materially interfere with or disrupt Service Provider's network or third party networks connected to Service Provider's network; (v) in a manner that is inconsistent with Service Provider's routing policies; and (f) in violation of the acceptable use policies of Service Provider's backbone providers (which for the avoidance of doubt, will be policies where are consistent with industry standards).
- 5.1.4 Customer represents and warrants that it will not submit Domain Names that: (i) conduct or facilitate on-line gambling; (ii) transmit obscene, harassing or otherwise objectionable material, whether or not such material is



## DIGITAL BRAND SERVICES AGREEMENT

constitutionally protected; or (iii) involve any illegal activity. Service Provider, in its sole discretion, may immediately refuse to resolve, or take any other remedial action necessary with respect to Domain Name(s) that violates this Clause 5.4.

- 5.2 Customer Authorization. During the Term, Customer (i) grants to Service Provider and Service Provider accepts a limited, non-exclusive, non-transferable, non-sublicensable license to use the Customer Zone(s) and access the Customer Primary Name Server for the purposes of providing the Services and (ii) expressly permits Service Provider to share Customer's Confidential Information to CSC as it relates to the Services. In relation to Clause 5.2(i) above, Customer will bear all risks of data loss or damage.

### 6. PROTECTION OF THE SERVICE INFRASTRUCTURE

In case of any event (i) not within Service Provider's reasonable control, (ii) at a Query rate in excess of 350,000 Queries per minute or (iii) which causes material interruption of the Services, degrades the performance of the Services, or in any other way materially interferes with the use of the Services by Service Provider's customers or the provision of such by Service Provider to its customers (a "Disrupting Event"), Service Provider may immediately and without prior notice take any number of actions including, but not limited to, suspending the Services to Customer and removing some or all of the Customer Zones where Service Provider has a reasonable belief that the Disrupting Event involves or is directed at Customer. Within twenty-four (24) business hours of any such action(s) (or sooner if reasonably practicable), CSC will notify Customer of the action(s) and of the Disrupting Event. Customer agrees that it will cooperate with Service Provider and/or CSC in good faith to determine the cause of, and resolve, the Disrupting Event if possible.

### 7. EFFECT OF TERMINATION

In the event of expiration of the Term or termination of the Services, the Services will be terminated for all Customer Zone(s) on the date on which the Term expires or the date on which the Services are terminated by Service Provider, CSC or Customer in accordance with the Agreement, as applicable. Customer, if applicable, is solely responsible for (i) removing the Customer Zone(s) and contacting its Registrar(s) to redirect DNS name server delegation for such Customer Zone(s); (ii) any Registrar modification fees incurred for changing DNS name server delegation; and (iii) procuring any new or replacement services upon termination or expiration. By not taking any action with respect to Customer Zone(s) before the date on which the Term expires or the Services terminate, as applicable, Customer hereby acknowledges and agrees that Service Provider or CSC may, in its discretion, take any number of actions which include, but are not limited to, not resolving DNS Queries to such Customer Zone(s) which will likely result in interruption of its DNS resolution on and after the date on which the Term expires or the date on which the Services terminate, as applicable, redirect DNS Queries, or respond to such DNS Queries in a manner deemed suitable to Service Provider.

### 8. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that (i) its registration and use of any domain name(s) will not infringe the Intellectual Property Rights of a third party and are for legitimate purposes and not for the purpose of (a) disrupting the business of a competitor; (b) confusing or misleading Internet users; or (c) cyber-squatting, which is defined as the registration or acquisition of a domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the owner of a trademark reflected in the domain name or to a competitor; (ii) it has obtained any necessary consents and permissions to (a) provide Customer and/or third party information (including personal data) to Service Provider and (b) give access to such information to third parties (which Service Provider uses to provide the Services); (iii) the use of the Services is for its own internal use and not for resale by Customer; and (iv) it is not engaged in any illegal activities and that it will comply with all applicable rules, regulations and laws. In the event

## DIGITAL BRAND SERVICES AGREEMENT

Service Provider believes, in its discretion, that Customer has breached any of the foregoing representations and warranties, Service Provider may take any number of actions including, but not limited to, terminating the Services immediately upon notice to CSC, suspending the Services immediately upon notice to CSC, and removing some or all of the Customer Zones.

### 9. CUSTOMER'S ADDITIONAL INDEMNIFICATION OBLIGATIONS

In addition to Customer's indemnification obligations set forth in the Agreement, Customer shall indemnify, defend and hold harmless CSC and/or Service Provider and/or their respective officers, directors, agents, employees, contractors, successors and assigns (the "Indemnified Parties") from and against any and all third party claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), judgments, and costs and expenses (including reasonable attorneys' fees and expenses) incurred by any Indemnified Party to the extent arising out of, or directly or indirectly relating to (a) the gross negligence or willful misconduct of Customer, its officers, directors, employees, agents, contractors, successors or assigns (the "Customer Parties) in the performance of the Agreement; (b) any Customer Party's alleged acts or omissions in breach of the Agreement including this DNS Services Schedule; (c) Customer's breach or alleged breach of Clause 4.5 (the Acceptable Use Policy) or action taken, or in action, by Service Provider in connection with the Acceptable Use Policy; (d) Customer's breach or alleged breach of any of its representations or warranties as set forth in Clauses 5.1.4, 8, and 12; or (e) use or failure of Customer's services. The limitation of liability herein shall not apply to the indemnification obligations set forth in this Clause 9. Additionally, this Clause 9 shall survive termination or expiration of the Agreement.

### 10. DISCLAIMERS

NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY WHATSOEVER.

### 11. LIMITATION OF LIABILITY

- 11.1 NEITHER CSC, NOR SERVICE PROVIDER 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.
- 11.2 CSC AND SERVICE PROVIDER 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.
- 11.3 CSC AND SERVICE PROVIDER 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 SERVICE PROVIDER), 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).
- 11.4 CSC AND SERVICE PROVIDER ARE NOT RESPONSIBLE FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF INFORMATION CARRIED OVER INTEREXCHANGE CARRIERS OR OTHER PROVIDERS' EQUIPMENT OR FACILITIES.
- 11.5 CUSTOMER AGREES THAT IT WILL NOT IN ANY WAY HOLD CSC OR SERVICE PROVIDER RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE CSC DNS SERVICES (INCLUDING THOSE WITH WHOM CSC MAY CONTRACT TO OPERATE THE CSC DNS SERVICES).

## DIGITAL BRAND SERVICES AGREEMENT

11.6 CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE OF CSC OR SERVICE PROVIDER TO MEET THE PERFORMANCE OBJECTIVES SET FORTH IN EXHIBIT 1 TO THIS DNS SERVICE SCHEDULE SHALL BE THE SERVICE CREDITS SET FORTH IN CLAUSE 2 OF THAT SAME EXHIBIT 1. FOR ANY OTHER CAUSE OF ACTION NOT ALREADY EXCEPTED BY THIS CLAUSE 11, IN NO EVENT SHALL CSC'S OR SERVICE PROVIDER'S LIABILITY TO CUSTOMER UNDER THIS DNS SERVICE SCHEDULE EXCEED THE SERVICE FEES PAID BY CUSTOMER FOR THE AFFECTED CSC DNS SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY.

### 12. COMPLIANCE WITH LAW

Each party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under the Agreement. Regardless of any disclosure made by Customer to CSC of an ultimate destination of any software, hardware, or technical data acquired from CSC and, notwithstanding anything contained in this Agreement to the contrary, Customer will not modify, export, or re-export, either directly or indirectly, any software, hardware, or technical data, or portions thereof, without first obtaining any and all necessary licenses from the United States government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. CSC shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without liability if Customer fails to comply with this Clause 12.1.

### 13. SURVIVAL

13.1 In the event of the termination or expiration of this Agreement or the CSC DNS Services, all terms which by their nature should survive termination shall survive such termination, including Clauses 2, 5, 7, 9, 11 and 13 of this DNS Service Schedule.

### 14. THIRD-PARTY PROVIDER

14.1 Customer acknowledges that CSC uses a third party to deliver the CSC DNS Services provided under the terms of this DNS Service Schedule, currently Service Provider. The Service Level Agreement for these CSC DNS Services is attached as Exhibit 1 hereto.

# DIGITAL BRAND SERVICES AGREEMENT

## EXHIBIT 1 TO SCHEDULE B

### Service Level Agreement for CSC DNS Services

CSC is a reseller of CSC DNS Services. Thirty (30) days after Customer has been provided with access to the Server Network, CSC DNS Services will meet the Performance Objective set forth in Clause 1 below. Failure to meet this Service Level Agreement will result in the issuance of a credit by CSC to Customer in accordance with Clause 2 below.

#### 1. PERFORMANCE OBJECTIVE

- 1.1 During the term of the Services, Service Provider will provide Customer with access to the Server Network without Service Outages ("**Performance Objective**").
- 1.2 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 DNS Service Schedule to this 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 Service Provider's servers used in the provision of the CSC DNS Services.
- 1.3 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:
  - 1.3.1 **Planned Maintenance.** Planned Maintenance means any maintenance performed to the CSC DNS Services that may result in downtime to the Service 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 Service Provider to provide the CSC DNS Services. CSC or Service Provider will notify Customer at least twenty-four (24) hours in advance of any Planned Maintenance.
  - 1.3.2 Unavailability of the CSC DNS Services due to (i) misuse of the CSC DNS Services by Customer or Customer's agents or suppliers, or application programming or non-performance; (ii) negligent or unlawful acts by Customer or Customer's agents or its suppliers; (iii) downtime of the management console for the configuration of associated Resource Records, or unavailability of the network, including as a result of telecommunications failures (not including any failures of the Server Network); or (iv) **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 Service 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.
  - 1.3.3 Customer's or Customer's agent's or supplier's violation of any of the DNS Service Schedule, including the Acceptable Uses provision of Clause 4.5 thereof.
  - 1.3.4 Suspension of the CSC DNS Services by CSC or Service Provider.
- 1.4 CSC or Service Provider shall determine, in their sole but reasonable discretion, whether an event will be considered a "Service Outage" based on its records and data.

## DIGITAL BRAND SERVICES AGREEMENT

### 2. REMEDIES FOR SERVICE OUTAGES

- 2.1 If 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 DNS Service Schedule. This Customer credit will be equal to the prorated charges for the amount of time the CSC DNS Services were unavailable.
- 2.2 Any claims for a credit pursuant to this Clause 2 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.
- 2.3 Customer's account shall not be credited more than once per month under this Exhibit 1 to the DNS Service Schedule. Customer's sole and exclusive remedy, and CSC's and Service Provider's sole and exclusive liability, in the event Service Provider fails to meet the Performance Objective in Clause 1 above, shall be to receive a credit in accordance with the terms of this Clause 2.

# DIGITAL BRAND SERVICES AGREEMENT

## SCHEDULE C

### ENFORCEMENT and ACQUISITION SERVICES

#### *Terms & Conditions*

These Enforcement and Acquisition Services (collectively the "Services") Terms & Conditions apply only to provision of the Services by CSC Digital Brand Services ("CSC"), as described herein.

#### **1. FEES**

---

- 1.1 CSC's Service Fees for the Services are set forth in Exhibit 1 to these Terms & Conditions. Any estimated additional costs or fees related to a specific service will be provided to Customer, and Customer must approve such additional fees prior to CSC commencing any action on Customer's behalf.
- 1.2 Customer agrees that any estimated costs and fees are (i) subject to change (as described in Clause 1.3), and (ii) in addition to fees imposed by any third party necessary to deliver, or facilitate the delivery of, the Services.
- 1.3 CSC reserves the right to increase any estimated costs and fees in accordance with currency exchange rate changes and/or third-party fee modifications. Such cost and fee increases may be effectuated at any time prior to the closing of Customer's transaction, and CSC will notify Customer in the event such increases become necessary.
- 1.4 Unless otherwise agreed by CSC and Customer, CSC will invoice Customer all fees due and payable for the requested Services on a monthly basis, and such invoices shall be paid to CSC within thirty (30) days of the date of invoice. If such invoices are not paid within the prescribed payment period, CSC may suspend the Services upon ten (10) days' written notice to Customer and will not be liable for nonperformance during this suspension period. CSC will resume the Services upon full payment of the invoice by Customer.
- 1.5 Customer is responsible for prompt payment of all taxes, duties, and levies applicable to Customer, including without limitation value added taxes, goods, and/or service taxes, or any similar taxes, that may be imposed on CSC or the Customer in relation to the Services provided by CSC, excluding taxes based on CSC's net income.

#### **2. WARRANTY & DISCLAIMER**

---

- 2.1 CSC does not guarantee:
  - 2.1.1 that Customer will be able to acquire, recover, and/or register any domain name requested by Customer;
  - 2.1.2 the purchase price of the domain name that Customer seeks to acquire, recover, and/or register;
  - 2.1.3 that CSC will know the true name or affiliation of any potential sellers from whom Customer seeks to acquire and/or recover any requested domain name(s);
  - 2.1.4 that it will be able to successfully enforce Customer's IP rights through the Services;
  - 2.1.5 how long an acquisition, recovery, registration, and/or enforcement action will take; or
  - 2.1.6 that the Services, or any domain name that Customer seeks to acquire, recover, and/or register, will not infringe on the IP rights of any third party.
- 2.2 CSC will make commercially reasonable efforts to provide Customer with the latest information related to Customer's requested Services but cannot guarantee that the information provided to Customer is accurate, complete, or current.
- 2.3 CSC provides the Services only at Customer's express direction and request.

## DIGITAL BRAND SERVICES AGREEMENT

- 2.4 CSC does not provide legal or financial opinions, advice, or interpretation of any kind in regard to (i) Customer's rights against any third parties, or (ii) the results of any searches performed by CSC pursuant to the Services. Customer should seek the advice of an attorney in respect of any infringement or intellectual property legal questions arising out of any search results or the Services.
- 2.5 If seeking to buy a domain name, Customer represents and warrants that:
- 2.5.1 it intends to use the Services and any acquired, recovered, and/or registered domain name for lawful purposes;
  - 2.5.2 if Customer's offer to buy the domain name is accepted by a ready, willing, and able seller, Customer will complete the transaction and pay all amounts due by Customer under the transaction;
  - 2.5.3 it will not interfere with CSC's negotiations with any seller of a domain name that Customer seeks to acquire, recover, and/or register through CSC's Services; and
  - 2.5.4 it will not disclose Confidential Information of CSC, including the name of CSC's alias, where utilized by or made known to Customer.
- 2.6 Customer agrees and acknowledges that CSC may use third parties to provide certain aspects or portions of the Services. Neither CSC nor any person or party acting on behalf of CSC makes any warranty or representation as to the merchantability or fitness for a particular purpose of any of the Services. All such warranties and representations are excluded to the extent permitted by law.
- 2.7 If utilizing escrow and payment services, whether alone or in conjunction with any of the other Services herein, Customer expressly agrees to the terms and conditions set forth in the Escrow & Payments section below.

### 3. LIMITATION OF LIABILITY

---

- 3.1 IN ADDITION TO THE CLAUSE 8 ("LIMITATION OF LIABILITY ") OF THE GENERAL TERMS, IN NO EVENT WILL CSC BE LIABLE (I) FOR INFRINGEMENTS OF THIRD-PARTY RIGHTS RESULTING FROM (a) THE USE, RECOVERY, AND/OR REGISTRATION OF ANY DOMAIN NAME(S) THAT CUSTOMER SEEKS TO ACQUIRE, RECOVER, AND/OR REGISTER, OR (b) ANY ATTEMPTS TO ENFORCE CUSTOMER'S IP RIGHTS THROUGH THE SERVICES; OR (II) IF CSC IS UNABLE TO SUCCESSFULLY (a) ACQUIRE, RECOVER, AND/OR REGISTER A DOMAIN NAME REQUESTED BY CUSTOMER, OR (b) ENFORCE CUSTOMER'S IP RIGHTS THROUGH USE OF THE SERVICES; OR (III) FOR ACTS, OMISSIONS, OR MISMANAGEMENT IN REGARD TO ANY DOMAIN NAME THAT CSC HAS SUCCESSFULLY ACQUIRED AND/OR RECOVERED BUT DOES NOT SERVE AS REGISTRAR. CSC SHALL NOT BE MADE THE SUBJECT OF ANY CLAIMS ARISING FROM CSC'S ATTEMPTS TO ENFORCE CUSTOMER'S IP RIGHTS, OR OTHERWISE ACT ON CUSTOMER'S BEHALF, THROUGH CUSTOMER'S USE OF THE SERVICES.

### 4. INDEMNIFICATION

---

- 4.1 In addition to Clause 9 ("Indemnification"), where CSC enters into a formal contract with the current registrant of a domain name on behalf of Customer, Customer shall indemnify CSC in relation to any loss, cost, or damage for breach of that contract, except to the extent that such breach is in connection with the gross negligence or material breach of these Enforcement and Acquisition Services Terms & Conditions by CSC. Where Customer seeks to acquire a domain name and the buyer of the domain name under such a contract as mentioned above is not CSC, then CSC holds the indemnity in this paragraph on trust or may assign the benefit of this indemnity without consent of Customer to the purchaser in such contract.
- 4.2 Customer further agrees to indemnify the Indemnified Parties from any and all claims or damages that may arise from CSC assisting Customer with domain name analysis, including evaluations, recovery, purchases, registrations, and transfers, or from CSC seeking to enforce Customer's IP rights through the Services.

## DIGITAL BRAND SERVICES AGREEMENT

4.3 CSC will not become involved in any legal or other matter between Customer and third parties.

### 5. SERVICE SPECIFIC TERMS & DESCRIPTIONS

---

Each of the Services listed below is subject to the Terms & Conditions set forth above. Customer acknowledges that simply maintaining a registered trademark does not automatically make Customer eligible for any of the Services. CSC reserves the right to decline any request for Services.

#### **ENFORCEMENT SERVICES**

##### **DOMAIN NAME DISPUTE SERVICES**

CSC offers domain name dispute services that help Customers recover domain names by using cease-and-desist letters and/or dispute resolution procedures. Upon Customer's request for such services, and at Customer's direction, Customer authorizes CSC to pursue enforcement actions against specific domain name registrants.

These Domain Name Dispute Services exclude the preparation of any additional documents that may be required to provide a service, such as, but not limited to, translations, supplemental filings, or complaint responses. In the event that such additional documents are required, CSC will inform Customer if additional fees apply.

Customer hereby expressly grants to CSC a limited power of attorney to file domain name dispute complaints and sign or affix Customer's signature on behalf of Customer, as required to perform the requested Enforcement Services. For purposes of clarification, CSC does not serve as an attorney or law firm to Customer and is not a substitute for legal advice.

##### Cease-and-Desist Service

CSC will prepare a letter that specifies Customer's claims of rights and ownership to the domain name, demands that the offending party immediately cease its use or operation of the domain name, and requests that the domain name immediately be transferred to Customer or canceled. The letter will clearly state the deadline by which the offending party must reply to the letter. The letter will be sent to all registrant contact addresses that CSC uncovers. If determined that the registrant is unable to communicate in English, the letter may be translated and redelivered to the registrant, but additional fees may apply.

CSC will address the offending party on behalf of Customer, and the letter will list CSC as the sending party and representative of Customer. CSC will send the letter a total of three (3) times and manage all correspondences as part of this service.

##### ccTLD DRP Service

In accordance with the specific rules of the dispute resolution policy (DRP) of the applicable registry, CSC will draft and file a complaint on behalf of the Customer with the appropriate dispute resolution provider (such as WIPO, NAF, or other independent DRP forum). Please note that actual filing fees and translation fees, where applicable and required, are in addition to CSC's fees.



## DIGITAL BRAND SERVICES AGREEMENT

### gTLD UDRP Service

In accordance with the Uniform Domain-Name Dispute-Resolution Policy (UDRP) of ICANN, CSC will draft and file a complaint on behalf of Customer with a dispute resolution provider (such as WIPO or NAF). Please note that actual filing fees are in addition to CSC's fees, as are translation fees, where applicable and required.

### URS Service

In accordance with the Uniform Rapid Suspension System (URS) of ICANN, CSC will draft and file a complaint on behalf of the Customer with the appropriate dispute resolution provider (such as NAF). Please note that actual filing fees are in addition to CSC's fees.

### Registrant Investigation Service

CSC will conduct research to evaluate a specific registrant and determine whether or not that registrant has legitimate rights or claims to the domain, as well as whether or not the domain was registered in bad faith and/or is being abused. This research may include, but is not limited to, evaluation of the offending registrant's use of the domain; a pattern of conduct analysis (determining whether the registrant maintains other infringing registrations or has been named in other complaints); search engine data; technical lookups; a review of pertinent dispute resolution decisions; and assessment of relevant trademark and/or company registrations.

## **ISP RESPONSE SERVICES**

Upon Customer's request and instructions, CSC may assist with the shutdown of a website, page, or brand reference that Customer believes is causing commercial damage to Customer, is fraudulent, and/or associates Customer with offensive content. In assisting with the takedown, and in order to attain the desired result as quickly as possible, CSC may pursue multiple channels, including, but not limited to, ISPs, registrars, registration providers, and/or law enforcement agencies. CSC may directly contact the offending party and request a shutdown of the offending site and also communicate the complaint and request to the responsible webhost on Customer's behalf.

### Phishing Response

CSC will attempt to shut down a website and associated phishing incident, but only where CSC is able to successfully disable and shutdown a website will CSC invoice Customer for this service.

Once an identified phishing incident has been successfully shut down, CSC will continue to monitor the situation for an additional ninety (90) calendar days. If within this ninety-day period the incident reemerges under the same URL and source code that were noted during the initial CSC shutdown, then CSC will resume action against the phishing threat. However, if the incident reemerges after the close of this ninety-day monitoring period, then it will be treated as a separate billable incident and if submitted to CSC again.

Customer acknowledges and agrees that CSC cannot guarantee that: (i) a phishing incident will be successfully disabled; (ii) a reference related to a successful shutdown by CSC will be permanently removed; or (iii) a successful shutdown of the initial phishing incident will allow for subsequent successes against the incident should it reemerge within the monitoring period, as described above.

## DIGITAL BRAND SERVICES AGREEMENT

### Brand Abuse Response

Brand abuse removal often requires extensive evidence of legitimate intellectual property rights and actual brand and commercial damages. Therefore, this service will not be available to Customer until CSC has been provided with such evidence of Customer's intellectual property rights, as well as a description of where such rights are relied upon and how Customer's IP rights have been infringed. CSC will determine the sufficiency of such evidence at its sole discretion. In order to facilitate the provision of this service, Customer may also be required to provide other relevant information, as reasonably requested by CSC.

Once the brand abuse has been removed, CSC will continue to monitor the situation for ninety (90) calendar days in order to determine whether the incident resurfaces. If CSC determines that the brand abuse has reemerged under the original URL during this ninety-day period, then CSC will resume action to remove the abuse. However, if the abuse reemerges after the close of this ninety-day additional monitoring period (whether at the same website or elsewhere), then it will be treated as a separate billable incident if submitted to CSC again.

### **ENFORCEMENT IN SOCIAL MEDIA AND OTHER ONLINE CHANNELS**

#### Social Media Content Takedown

CSC will assist in removing pages and content from various social media platforms, following the complaint procedure of that specific platform. Customer acknowledges that the abuse reporting procedures of these social media platforms vary, which affects how quickly content may be removed, if at all. CSC will seek to remove the offensive content but cannot offer a guarantee of success. If successful in removing the abusive content, CSC will monitor the situation for ninety (90) calendar days. CSC will only resume action to again remove the abuse if CSC determines that the same instance has reemerged under the same URL during this ninety-day monitoring period.

#### Social Media Username Takedown

CSC will assist in reclaiming or suspending user names in various social media platforms, following the complaint procedure of that specific platform. Customer acknowledges that the abuse reporting procedures of these social media platforms vary, which affects how quickly a user name can be reclaimed or suspended, if at all. CSC will seek to remove the offensive content but cannot offer a guarantee of success. If successful in removing the abusive content, CSC will monitor the situation for ninety (90) calendar days. CSC will only resume action to again remove the abuse if CSC determines that the same instance has reemerged under the same URL during this ninety-day monitoring period.

#### Auction/Marketplace Delisting Service

CSC will assist in removing listings from auction and marketplace websites, following the abuse reporting procedure of each specific platform. Customer acknowledges that the abuse reporting procedures of these online platforms vary, which affects how quickly a listing can be removed, if at all. Where an auction host has specified auction removal policies, and where applicable, CSC will follow those procedures. Due to the varying policies of auction site providers, CSC cannot offer a guarantee of success. If successful in removing the abusive content, CSC will monitor the situation for ninety (90) calendar days. CSC will only resume action to again remove the abuse if CSC determines that the same instance has reemerged under the same URL during this ninety-day monitoring period.

#### Mobile Application Removal

CSC will assist in removing mobile applications, following the abuse reporting procedure of the relevant platform. Customer acknowledges that the abuse reporting procedures of these online platforms vary, which affects how quickly a mobile application can be removed, if at all. Therefore, CSC cannot guarantee that any such action will be successful.

## DIGITAL BRAND SERVICES AGREEMENT

### **DOMAIN NAME EVALUATION SERVICE**

Using various tools and metrics, CSC's analysts will prepare a report that allows Customer to better understand the potential value of a domain name. Customer acknowledges that this assessment and report are based on information collected at the time that such report is created and thus represent the value at that specific moment.

#### Evaluation Service

CSC will research and report on a number of metrics that help quantify the approximate value of a domain name on the open market. These metrics include, but are not limited to, website activity, registrant information, traffic and search information, and secondary market valuation tools, as applicable.

### **DOMAIN NAME ACQUISITION SERVICES**

CSC provides two types of Domain Name Acquisition Services – Basic Acquisition Services and Premium Acquisition Services.

Customer agrees and acknowledges that:

Service Fees related to these Domain Name Acquisition Services do not include the actual purchase price of the domain name, transfer-in fees, or any applicable escrow and/or closing fees associated with a successful acquisition, including, but not limited to, bank wire transfer fees or credit card transaction fees.

Use of an escrow service may be necessary to complete a domain acquisition transaction. In the event that the purchase price and related fees together exceed \$10,000 USD, Customer agrees and acknowledges that it will be required to electronically transfer (wire) funds directly to an escrow account designated by CSC, unless CSC agrees otherwise in writing prior to escrow initiation.

All communications with the domain owner are made as coming from CSC. CSC will only disclose that it is working on behalf of a client if asked directly by the domain owner, but CSC will not identify the specific client. If Customer believes that "CSC on behalf of a client" does not sufficiently shield Customer's identity, then CSC can arrange referral to a partner vendor that can offer greater anonymity. Should Customer elect to use CSC's partner vendor, CSC will supervise the case management of Customer's acquisition and correspondence with Customer. All fees and costs associated with using CSC's partner vendor will be quoted and must be approved by Customer prior to any such engagement; if Customer agrees to the partner vendor's fees and terms, then CSC will pass any costs associated with using the partner vendor along to Customer with no uplift.

### **SERVICES**

#### Basic Acquisition Services

After Customer has identified the domain name that it wishes to acquire, CSC will attempt to determine the registrant/administrative contact email address of the registrant through analysis of the target domain name's WHOIS record. Once an email address for the registrant has been ascertained, CSC will send a total of two (2) emails to the registrant. Customer acknowledges that this Basic Acquisition Service does not include communications and/or negotiations with the registrant beyond these two (2) emails. If negotiations with the registrant of the targeted

## DIGITAL BRAND SERVICES AGREEMENT

domain name beyond this email limit are required, and Customer wishes to further engage the registrant, then Customer must upgrade to the Premium Acquisition Services.

If CSC determines or suspects that the registrant is non-English speaking, a translated version of the email may be sent. Customer will receive status updates when, or if, any response is received from the domain owner within the twenty (20) business day period that the case will remain open (“Basic Open Period”).

### Premium Acquisition Services

Following an evaluation of the circumstances surrounding Customer’s acquisition needs, CSC may provide strategic advice, a market evaluation report, and/or budget guidance, as deemed necessary to assist Customer in forging an acquisition strategy. CSC will conduct research to determine all methods of possible contact for the owner of the domain name, including but not limited to public WHOIS, historical WHOIS, internet search, and related records searches. Customer’s case will remain open for forty (40) business days (the “Premium Open Period”), and during such time, the Premium Acquisition Service will include a total of eight (8) emails and four (4) phone call attempts to the identified domain owner contacts. If the domain owner is determined to be non-English speaking, CSC will arrange for translated versions of the emails to be sent. At CSC’s sole discretion, CSC may elect to send one (1) letter to the identified contact via certified mail if CSC has not been able to successfully contact the registrant using the aforementioned methods. During the Premium Open Period, CSC will provide Customer with regular status updates and promptly notify Customer if any response is received from the domain owner.

## OTHER FEES

### Successful Premium Acquisitions

Depending on how quickly CSC is able to agree to terms with the domain name owner regarding the acquisition of the domain name on behalf of Customer under the Premium Acquisition Services, Customer agrees to pay CSC an additional fee, as follows:

#### *Expedited Fee*

If the domain name owner agrees to terms with CSC within fifteen (15) days of the start of the Premium Open Period, Customer agrees to pay CSC the greater of \$500 or ten-percent (10%) of the purchase price of the domain name.

#### *Standard Fee*

If the domain owner agrees to terms with CSC fifteen (15) or more days after the start of the Premium Open Period, Customer agrees to pay CSC a flat acquisition fee of \$500.

## UNSUCCESSFUL ACQUISITIONS

### Basic Acquisition Services

Customer may extend the Basic Open Period for an additional twenty (20) business day period upon written notice to CSC and an additional Basic Acquisition Service fee; or

Customer may instead choose to upgrade from the Basic Acquisition Services to the Premium Acquisition Services, and if electing to do so, Customer will received a credit in the amount of the original fee paid for the Basic Acquisition

## DIGITAL BRAND SERVICES AGREEMENT

Service. However, an additional service fee equal to the difference between the Basic and Premium Acquisition Service fees will be invoiced to Customer.

### Premium Acquisition Services

At the end of the Premium Open Period, Customer may extend the Premium Open Period for an additional forty (40) business days upon written notice to CSC. An additional Premium Acquisition Service fee will apply if Customer elects to extend the Premium Open Period.

### ESCROW & PAYMENT SERVICES

CSC provides Escrow & Payment Services, either as a stand-alone service for domain names that Customer negotiates on its own or purchases on a "Buy It Now" basis from a third-party market platform, or in conjunction with any of the other Services.

Customer acknowledges that the cost for this service does not include any applicable escrow, transfer, and/or closing fees, such as, but not limited to, bank wire transfer fees or credit card transaction fees. CSC's preferred escrow provider is Escrow.com\*, and CSC has no control over the fees charged by this provider. The charges of the escrow services provider are in addition to the purchase price of the domain name and do not include CSC's service fees for this service.

If using the Escrow & Payment Services, whether alone or in combination with any of the Services, Customer represents and agrees that it has read and agreed to the terms and conditions of the escrow agent utilized to perform that Service and execute that particular transaction.

Unless agreed to otherwise in writing by CSC prior to escrow initiation, Customer will be required to electronically transfer (wire) funds directly to an escrow account designated by CSC if the purchase price and related fees together exceed \$10,000 USD.

Customer agrees and acknowledges that if Customer wishes to transfer a domain name to CSC's management, but Customer or the seller chooses a different escrow agent than the one designated by CSC, CSC reserves the right to charge Customer a service fee, in addition to the escrow fees charged by the escrow agent.

\* Escrow.com escrow and closing fees (including, but not limited to, bank wire transfer fees or credit card transaction fees) are subject to change without notice. For current fee information, please visit <https://www.escrow.com//support/calculator.asp>. Customer is responsible for paying these fees, as set forth above.

### BACKORDER SERVICES

Upon Customer's request, CSC will enter domain purchase orders with multiple backorder vendors in order to attempt to purchase the requested domain name as it ends its normal life cycle (expiration, expiration grace period, redemption period, and deletion period). This service is offered "as-is" with no guarantee of actual acquisition. Customer agrees to pay CSC an initial Service Fee for the Backorder Service, plus additional fees for a successful backorder request, as set forth below.

## DIGITAL BRAND SERVICES AGREEMENT

### Auction Bid Budget

Multiple interested parties may enter an auction for a backordered domain, and CSC requires a maximum bid budget to participate in such an auction. UNLESS CUSTOMER PROVIDES OTHERWISE, CUSTOMER AUTHORIZES CSC TO BID UP TO \$250 ON BEHALF OF CUSTOMER SHOULD THE DOMAIN NAME DESIRED BY CUSTOMER GO TO AUCTION. Customer may notify CSC in writing if Customer wishes to opt out of this maximum bid amount or if Customer would like to increase this maximum bid amount.

### Timing of Backorder Services

Customer acknowledges that bids for auctions with end times/dates that fall outside of CSC's "normal business hours" in Wilmington, Delaware, United States (Monday – Friday, 8:00 AM to 5:00 PM EST) will use Customer's maximum bid budget for proxy bidding services, as set forth above. CSC will not monitor auctions outside of CSC's normal business hours under this standard service. Auction monitoring outside of CSC's normal business hours may be available but must be agreed upon in writing by Customer and CSC, and additional fees will apply.

### Fees Associated with Successful Backorder Request

In the event that a backorder request is successful, Customer agrees and acknowledges that (i) the fees set forth below, plus any domain name transfer-in fees, applicable escrow fees, and/or closing fees (which include, but are not limited to, bank wire transfer fees or credit card transaction fees), shall apply in addition to CSC's Service Fees; and (ii) Customer will be responsible for paying the final auction price in full.

#### *Backorder Platform Fee*

Depending on the auction platform, the backorder platform providers charge a fee ranging from \$20 USD to \$70 USD. CSC cannot predict which platform, if any, will be successful and thus cannot determine the fee that will be charged to Customer.

#### *Post-Backorder Management Fee*

CSC will update the WHOIS information and DNS records for the domain name, and also schedule the transfer of the domain name into Customer's CSC domain portfolio