

SERVICE TERMS - PREMIUM DNS

These Service Terms - Premium DNS (**Premium DNS Service Terms**) are between the Com Laude Group entity identified in your Order Form (and, where applicable, its affiliate(s)) (**we**, **our**, **us** and **Com Laude**) and the client entity named in your Order Form (**you**, **your**, **Client**).

- 1. **Definitions.** Where capitalised terms are used but not defined below, they shall carry the meaning given to them in your Order Form or General Terms.
- 2. Premium DNS Services. We will provide you with anycast servers for business-critical domain names (Premium DNS Services) as set out in your Order Form. Premium DNS Services are subcontracted to a third-party Premium DNS provider. Premium DNS Services are subject to such provider's End User Terms as may be in force from time to time, as well as the Additional Terms & Conditions in clauses 7 and 8 below. We reserve the right to replace our Premium DNS provider with an alternative provider which we determine to have substantially similar capabilities, at any time upon thirty (30) days' written notice to you.
- 3. Placing orders. You request additional Premium DNS Services by emailing your named Client Manager and copying in admin@comlaude.com, using the email subject line 'Order'.
- 4. Processing orders.
- (a) On receipt of your order, we will send you an order confirmation. If you do not receive an order confirmation, the order may not have gone through and you should confirm the position by sending an email to admin@comlaude.com.
- (b) Com Laude reserves the right not to process your order and will notify you promptly by email in this case.
- 5. Modifying or cancelling an order.
 - You may modify or cancel an order before it has been activated provided that we have not already incurred third party fees.
- 6. Termination. In addition to any termination rights set out in the General Terms, Com Laude may terminate the Premium DNS Services on 80 days' written notice if they are discontinued by Com Laude's third-party provider. Com Laude may also replace its current provider with another third-party provider of substantially similar capability, on 30 days' written notice.

ADDITIONAL TERMS & CONDITIONS REQUIRED BY THIRD-PARTY PREMIUM DNS PROVIDER

- 7. Acceptable Use. The Premium DNS Services are to be used solely for the internal business purposes of Client and are not for resale to any third party or for use on a service bureau basis. In order to receive the Premium DNS Services, Client may be required to connect to the third-party provider's systems or network (Third-Party Network). Client shall only use the Third-Party Network for the lawful business purposes outlined in these Premium DNS Service Terms. Client shall not use or allow use of the Third-Party Network in a manner that interferes with the use of the Third-Party Network by such third-party provider or by any other authorized third-party user. Client shall have sole responsibility for the expenses associated with deployment of any hardware or software necessary to access the Third-Party Network.
- 8. Suspension of the Premium DNS Services. Com Laude and its third-party provider each reserve the right to (i) suspend a domain name, a record or the Premium DNS Services upon their reasonable belief that Client has breached the End User Terms for the Premium DNS Services (including, without limitation, concerning acceptable use); and (ii) if the breach continues for more than thirty (30) days, terminate the Premium DNS Services for breach without any liability or obligation to provide a refund.