

## COM LAUDE GENERAL TERMS

These General 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 Service Terms.
2. **Our Services.** Com Laude will provide the services set out in the Order Form (**Services**) to you in accordance with this Agreement and all laws applicable to Com Laude. Com Laude does not provide legal, financial or tax advice, and any decision as to which domains to register is solely yours.
3. **Charges.**
  - (a) Payment. You must pay charges for the Services as set out in your Order Form without set-off or deduction. Com Laude will send invoices to the invoicing email address on the Order Form (or as subsequently updated in writing). You must pay invoices in the currency, and within the Payment Term, as stated on the Order Form. We reserve the right to request payment in advance of fulfilling your order where to do so requires us to incur significant third party costs (namely purchasing a domain, placing trademarks in the Trademark Clearinghouse and registering high-cost premium domain names). If you wish to dispute an invoice in good faith, you must inform us in writing by no later than the payment due date.
  - (b) Taxes, third party fees and expenses. All charges are exclusive of any taxes, levies or duties. If Com Laude is required to collect taxes based on this Agreement, such taxes will be payable by you unless you provide adequate proof of exemption. Third party fees incurred in connection with the Services are recharged at cost. Any Com Laude expenses (such as travel expenses) will be agreed with you in advance and recharged at cost.
  - (c) Non-Payment. We will issue a reminder to your invoicing email address if you fail to settle the invoice in full by the due date. If you do not settle an invoice within 14 days of our reminder notice, then we reserve the right to suspend the Services. Com Laude may also assess any amounts not paid by you at a monthly rate equal to three percent (3%) or the maximum rate allowed by law, whichever is less, from the original due date to the date paid in full.
  - (d) Changes. We may vary the charges for the Services with effect from the start of each renewal term by giving you at least 60 days' written notice.
4. **Client obligations and warranties.**

You will co-operate promptly with Com Laude in all matters relating to the Services, including providing reasonable access to relevant personnel, and prompt provision of complete and accurate information (including domain name registration data) and/or documentation as reasonably required by us to perform the Services. You warrant that (i) you have full authority to enter into this Agreement; (ii) following your instructions will not cause us to infringe the rights of third parties; (iii) you will not use the Services in a manner that is abusive, contrary to customary acceptable usage policies of the Internet or compromises the security of the Com Laude network; and (iv) you will comply with all applicable laws (including export and sanctions laws and data privacy laws) in connection with this Agreement.
5. **Confidentiality**

Neither of us will disclose confidential information received from the other under this Agreement to anyone else except as required by law, or as necessary to perform the Services (e.g., disclosure of domain name registration data to domain name registries, third party registrars and ICANN), or as disclosed to our professional representatives (e.g., auditors, lawyers) and entities within our corporate group who are under a duty of confidentiality. This obligation will not apply to information that is or becomes public, or that is known to us on a non-confidential basis, or that over time has ceased to be

confidential. Each of us shall each employ industry-standard technical and organisational measures to ensure the confidentiality of the other's confidential information. Where one of us is ordered by a court or regulatory authority (including ICANN) to disclose confidential information, the one of us so ordered shall promptly notify the other to give them an opportunity to challenge or minimise disclosure, unless prohibited by law from doing so.

## 6. Data protection

The parties shall at all times comply with all data protection laws and regulations in so far as they are applicable to them (**Data Protection Laws**). Com Laude will process personal data only in accordance with (i) the Client's instructions, except as required by applicable law; (ii) our [Privacy Policy](#) and (iii) our [Data Processing Addendum](#) as in force from time to time, which form part of this Agreement.

## 7. Com Laude's portals.

- (a) Login and password. You may be provided with login and password access to one or more of Com Laude's on-line portals to access the Services. You will give this information only to authorised persons within your corporate group. Any order submitted through a Com Laude portal using your login and password will be accepted by Com Laude as an authorised order by you. You shall comply with any Com Laude working practices or instructions of operation in connection with the portals.
- (b) **NO WARRANTIES. COM LAUDE PROVIDES ITS PORTALS ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COM LAUDE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY COM LAUDE PORTAL, OR RESULTS OBTAINED FROM SUCH PORTAL. COM LAUDE DOES NOT WARRANT THAT THE SERVICES WHICH ARE SUPPLIED OVER THE INTERNET WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE. YOU ACKNOWLEDGE THAT COM LAUDE BEARS NO RESPONSIBILITY FOR DATA OBTAINED FROM ITS PORTAL WHICH IS BASED ON PUBLIC INFORMATION (THE ACCURACY OF WHICH IS NOT WARRANTED OR GUARANTEED).**
- (c) Single-Sign-On. At your request, Com Laude may provide access to its portals via Single-Sign-On (SSO). SSO involves authentication procedures that are outside of Com Laude's control. By accessing the portals via SSO, you agree that you have reviewed and adequately mitigated against any likely security risks involved in accessing Com Laude's portals in this way. Further, you agree that: (i) Com Laude bears no responsibility for the security of your internal organisational authentication procedures; and (ii) you shall remain responsible at all times for keeping your login details secure and maintaining appropriate security measures across all user accounts within your control, including (but not limited to) the enforcement of two-factor authentication on any user accessing the portals via SSO.

## 8. Intellectual property rights.

- (a) Retention of rights. Com Laude will retain all intellectual property rights in its Services, portals and data. You will retain all intellectual property rights in your domain name and trademark data and in any deliverables provided by Com Laude as set out in your Order Form, provided that Com Laude will retain all intellectual property rights in its templates and standard documentation to provide its services to other clients.
- (b) Third party infringement. Com Laude will defend you against any claim from a third party alleging that our Services infringe their intellectual property rights. You will defend Com Laude (and its affiliates) from any third party claim against us relating to your use of the Services (other than uses in accordance with this Agreement or applicable law), including registration or use of a domain name (if applicable). Each of us shall also pay any damages awarded finally against the other by a court or that are included in an approved settlement, provided that each of us has (i) promptly notified the other in writing of such third party claim; (ii) provided any information which the other reasonably requests; and (iii) allowed the other to control the defence and settlement.

## 9. Limitation of liability.

- (a) Liabilities which cannot be limited. Nothing in this Agreement excludes or limits liability for losses which cannot be limited by law, or for claims for indemnification, reimbursement or payment of fees.
- (b) Excluded liability. Neither of us shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; or (vii) indirect or consequential loss (even if advised of the risk of such loss). Com Laude will not be liable for (i) the unavailability of a domain name due to factors arising outside of our control; (ii) any loss to you caused by a third party not under our control; (iii) claims brought by customers of yours to whom you provide our Services; or (iv) or any loss to the extent caused by you.
- (c) Liability cap. The liability of each of us to the other shall not exceed the amount paid or payable for the Service that is the subject of the claim in the twelve (12) month period immediately preceding the event giving rise to liability. This clause does not apply to claims for indemnification, reimbursement, payment of fees.

## 10. Term and Termination.

- (a) Term. Com Laude will provide the Services for the Initial Term set out in the Order Form. Thereafter, the term will automatically renew for one (1) year periods unless either of us gives the other at least 30 days' written notice before the expiry of the then-current term.
- (b) Termination. Either of us may terminate this Agreement immediately upon written notice if the other (i) fails to cure a material breach within thirty (30) days of being notified to do so; (ii) fails to make payment within fourteen (14) days of a written reminder in clause 3(c) above; or (iii) is declared bankrupt, or subject to a moratorium of payments, or any proceedings of bankruptcy, insolvency, or other proceedings for the relief of debtors. Com Laude may terminate this Agreement in relation to a particular Service where to carry on that Service would be contrary to applicable law, including, without limitation, a written determination of ICANN to such effect.
- (c) Effect of termination and survival. On termination, you must return any equipment to us and we will return any materials you have provided us. Termination does not affect (i) your obligation to pay amounts owed up to the date of termination; (ii) any other right or remedy either of us may have; and (iii) clauses of this Agreement which should by their nature survive termination.

## 11. Suspension.

- (a) Suspension. Subject to clause 11(b) below, Com Laude may suspend (including lapse, cancel or modify) a Service to you in whole or in part without liability if: (i) Com Laude reasonably believes that you are in breach of a warranty in clause 4; (ii) to provide the Service would be contrary to applicable laws; (iii) Com Laude reasonably believes that suspension is necessary to protect the security of its network or other customers; (iv) Com Laude is requested to do so by a law enforcement or regulatory agency, a domain name registry, ICANN or court order; or (v) in accordance with clause 3(c) above (non-payment).
- (b) Co-operation. Com Laude agrees that where possible and lawful to do so, it will give you as much advance notice as reasonably possible of any action it takes under this clause. Except in the case of clause 11(a)(v) above for CDM Services (where any suspension will affect all domain names under Com Laude's management), Com Laude will limit suspension under this clause to those domain names or Services specifically affected by the event giving rise to the suspension, and work collaboratively with you to resolve the situation as soon as possible. If the matter cannot be resolved between the parties to Com Laude's reasonable satisfaction within thirty (30) days of a suspension under this clause, then Com

Laude may terminate this Agreement immediately upon written notice. Any third-party registry fees incurred to reinstate a domain name (if applicable) will be recharged to you at cost.

**12. Force majeure.**

Neither of us shall be in breach of this Agreement, or otherwise liable for any delay or failure in our performance, resulting from causes that cannot be reasonably controlled, such as acts of God, insurrection or civil disorder, war or military operations, terrorism or cyberterrorism, action taken by a registry to protect against threats to the security and stability of the registry or its systems, national or local emergency, epidemics or pandemics, compliance with any statutory obligation or executive order, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or any similar act, event or occurrence. Each of us shall take reasonable efforts to avoid or remove such causes of non-performance.

**13. Notices.**

Notices under this Agreement for Com Laude must be sent to [legal@comlaude.com](mailto:legal@comlaude.com) with the header "Legal Notice". Notices under this Agreement for you will be sent to the email address on the Order Form (or such other email address notified to us in writing).

**14. Amendment.** Com Laude may amend the General Terms and the Service Terms from time to time. Any such revisions shall become effective from the time you enter into a new Order Form referencing the revised terms, or from the renewal of an Order Form. Where you have multiple Order Forms, the most recent terms referenced in the Order Forms shall govern all the Services we provide you. You may request amendments by email or mutually agree to an amendment with Com Laude provided that no change will take effect until the parties execute a formal change order or agree to the change in a writing signed by the parties. Com Laude may by written notice vary this Agreement including any of its Service Terms with immediate effect to comply with applicable law or the terms and conditions and/or policies of any registry, registrar, SSL provider, the Trademark Clearinghouse, Managed DNS provider or ICANN.

**15. Conflict.** Unless specifically stated otherwise in this Agreement, in the event of any conflict within the Agreement, the order of priority, starting with the highest priority, is: (a) ICANN Rules (if applicable); (b) Registry Rules (if applicable); (c) the Order Form; (d) the Service Terms and (e) the General Terms.

**16. Waiver.** Neither of us will be taken to have waived any right or remedy by delay or inaction.

**17. Severance.** Any provision or part-provision found to be illegal, invalid or unenforceable shall be, to the extent required, removed and the rest of the Agreement shall remain enforceable, unless such removal fundamentally changes the nature of the Agreement.

**18. Assignment and subcontracting.** You may not assign or transfer the agreement to anyone else without our prior written consent (not to be unreasonably withheld). Com Laude may assign or transfer this Agreement on written notice as part of any reorganisation of its business. Com Laude may subcontract the Services to its affiliates in the Com Laude Group, provided that the obligations in this Agreement will apply to each such affiliate.

**19. No partnership or agency.** Our relationship to you shall be of a third-party contractor, and nothing in this Agreement shall be construed as creating a partnership or agency. Neither of us may act in the name of, or otherwise bind, the other.

**20. Third-party rights.** This Agreement does not give rights to any third parties (other than Com Laude Group affiliates) to enforce any term of this Agreement.

**21. Disputes.** If a dispute arises between us out of or in connection with this Agreement, except as expressly provided in this Agreement, each of us shall follow this process: (i) give written notice with particulars of the dispute and supporting documents to the other; and (ii) a senior representative of each of us shall attempt in good faith to resolve the dispute within thirty (30) days. Neither of us will commence

proceedings until such thirty (30) days have passed, provided that the right to issue proceedings is not prejudiced by the delay and either of us may seek interim relief against the other.

- 22. Entire agreement.** The Agreement is the entire agreement between you and Com Laude and supersedes all prior discussions, representations or agreements relating to its subject matter. Any other terms you may seek to incorporate (such as in a purchase order) are excluded.
- 23. Governing law and jurisdiction.** This Agreement, including applicable Service Terms and your Order Form, shall be interpreted according to the governing laws and subject to the exclusive jurisdiction set out below, based on the Com Laude entity set out in your Order Form:

Com Laude entity	Governing law	Jurisdiction
Consonum, Inc.	State of Washington, USA	State/federal courts of King County, Washington, USA
Nom-IQ Ltd t/a Com Laude	England & Wales	England & Wales