

Service Terms – Com Laude Intelligence

These Service Terms – Com Laude Intelligence (**Com Laude Intelligence 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 the General Terms.
 - (a) **Com Laude Intelligence Service.** Our Com Laude Intelligence Service (**Com Laude Intelligence Service**) provides you with access through a Com Laude portal to the following information in relation to your domain names as provided by you to us (your **Portfolio**):
 - i. aggregated domain name data about your Portfolio;
 - ii. scoring of your Portfolio using proprietary models and algorithms; and
 - iii. interactive graphical representations of your Portfolio.
2. **Annual subscription.**
 - (a) Com Laude Intelligence Services are ordered on an annual subscription basis at the annual fee as set out in your Order Form. You may terminate the Com Laude Intelligence Service at any time on written notice, but there is no pro-rata refund if a subscription is terminated part-way through the year.
 - (b) Additional users may be added at any time during the year at the charge set out in your Order Form.
3. **Client support.**
 - (a) You may request additional users and update your Portfolio by emailing intelligence@comlaude.com using the email subject line 'Intelligence Support'.
 - (b) All requests for support received in accordance with clause 3(a) will be acknowledged within 48 hours during normal working days and hours, excluding official public holidays in the United Kingdom and United States.
 - (c) We will add new users and update your Portfolio and confirm these changes to you within five (5) business days of receipt from you of a request received in accordance with clause 3(a).
4. **Additional client obligations.** In addition to your obligations as set out in the General Terms, to enable us to deliver the Com Laude Intelligence Service you must:
 - (a) provide us with a complete list of your domain names in Excel CSV format within 14 days of the Effective Date and provide us any updated version in Excel CSV format no less than 14 days prior to a Quarterly Status Call; and
 - (b) attend quarterly status calls with the Com Laude support team to discuss and review any changes to your Portfolio (**Quarterly Status Call**). Should you fail to attend three (3) consecutive Quarterly Status Calls, we may at our sole discretion terminate the Com Laude Intelligence Service without any refund to you.
5. **Client acknowledgements.** You acknowledge that:
 - (a) the Com Laude Intelligence Service relies upon the completeness of your Portfolio and timely updates by you to your Portfolio;
 - (b) the reports generated by the Com Laude Intelligence Service are based your Portfolio, publicly available data, machine analysis and the use of proprietary methods and technology;
 - (c) Com Laude bears no responsibility for data obtained from its portals (which is based on public information updated on the portal on an ongoing basis (but not in real-time)) and, as such, the accuracy of which is not warranted or guaranteed;
 - (d) data that is not publicly available may not be reflected in the reports, information, methodologies, data and recommendations provided to you through the Com Laude Intelligence Service;
 - (e) the reports, information, methodologies, data and recommendations provided to you through the Com Laude Intelligence Service are intended for the sole use of Client and do not constitute legal, investment or financial advice on which reliance should be placed by you or any third party;

- (f) the reports, information, methodologies, data and recommendations provided to you through the Com Laude Intelligence Service may not be shared with any unauthorised third parties.
6. **Data retention.** Com Laude Intelligence Service data is regularly refreshed. Current data may overwrite historic data. Com Laude will not retain any data, meta data or reports generated by its portals indefinitely, but rather will delete such data, meta data and reports at a reasonable frequency determined at Com Laude's sole discretion. Com Laude will not have any liability for any loss of data. It is your responsibility to save any reports, information, methodologies, data or recommendations provided to you through the Com Laude Intelligence Service if you wish to retain this.
7. **Intellectual Property:** We retain all intellectual property rights in any reports, graphical representations, templates and compilations of data to which you are provided access through the Com Laude Intelligence Service. Com Laude grants to you during the term of this Agreement a non-exclusive, non-transferrable, licence (without the right to sublicense) to use Com Laude portals to access the Com Laude Intelligence Service and to use the Com Laude Intelligence Service.