

Safenames Master Services Agreement

This Master Services Agreement ("MSA") is between:

- (1) **Safenames LTD**, with registered number 03802179 whose Registered Office is at Safenames House, Sunrise Parkway, Linford Wood, Milton Keynes, MK14 6LS, UK, (sometimes referred to herein as "Safenames," "us," "we," or "our")

AND

- (2) _____, with registered number _____ incorporated in _____ whose principal place of business is located at _____, (sometimes referred to herein as "Client," "Customer," "you," or "your")

each a "Party" and together the "Parties".

1. INTRODUCTION

- 1.1. The Parties hereby agree to the terms and conditions of this MSA, including any specific terms, product details and any applicable license and/or subscription terms will be set forth in applicable Service Terms , each of which become binding on the Parties and are incorporated into this MSA upon execution of a Service Order.

2. DEFINITIONS

- 2.1. The following words and expressions shall have the following meanings:

"Customer Personal Data" means any Personal Data that is processed by Safenames on behalf of the Customer in relation to this Agreement;

"Data Protection Laws" means the Data Protection Act 2018, UK GDPR, the Privacy and Electronic Communication (EU Directive) Regulations 2003 and replacement or successor acts or regulations relating to data protection or the privacy of individuals;

"Effective Date" means the date of execution of the MSA;

"Fee Schedule" means our price list published from time to time and notified to you and applicable to the agreement between you and us SAVE where alternative pricing has been set out in any Service Order;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or

infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

“Regulation” means all applicable laws, statutes, regulations, standards or codes of conduct, whether or not compulsory;

“Services” means our products and services supplied by us to you in relation to a Service Order placed by you with us, and the registration and renewal of domain names;

“Service Order” the document describing the Services Customer is purchasing, including any online order, process, statement of work which Customer requests.

“Service Terms” means additional terms and conditions incorporated in a Service Order which contain service-specific obligations.

“Third Party Services” means services not operated by Safenames but where Safenames has entered into a valid agreement with a third party to resell the Third Party Services.

3. PRIORITY OF DOCUMENTS

- 3.1. In the event of inconsistency between documents, the order of priority is as follows: (1) Naming Authority Rules (if applicable), (2) the Service Terms of a Service Order, if any (and if none, then the Service Order itself), (3) this MSA, which includes the [Domain Registration Agreement](#) (DRA) and [Data Processing Addendum](#) (DPA).

4. SAFENAMES WARRANTY

- 4.1 Safenames warrants that it will provide the Services with due care and skill and in accordance with industry standards.
- 4.2 Safenames warrants that its employees, officers, agents, subcontractors shall have the necessary care, skills, qualifications, experience and abilities as can reasonably be expected from experts in their relevant fields of expertise in order to render the Services.
- 4.3 Safenames warrants that it shall comply with all applicable law, Naming Authorities policies, rules, and regulations, and industry codes applicable in its provision of Services to the Customer.
- 4.4 Safenames does not warrant Third Party Services. Where Safenames supplies Third Party Services or any hardware or software as part of the Services, Safenames will pass on to the Customer the benefit of any third party warranty which will usually be supplied by a third party as specified in the Service Terms.

5. PAYMENT

- 5.1. You must pay the fees (together with any applicable taxes) specified in our Fee Schedule or Service Order.
- 5.2. Payment must be made thirty (30) days from your receipt of a correct invoice, either:
 - 5.2.1. online or by credit card in advance: or
 - 5.2.2. within terms specified in our invoice if we agree in the Service Order to charge by invoice in which case shall be due within thirty (30) days from the date of the invoice or:
 - 5.2.3. by any other method that we specifically agree in any Service Order.
- 5.3. Payment must be made without deduction or set-off.
- 5.4. We may charge interest on overdue sums (at both before and after judgment) at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.5. All fees are non-refundable except as otherwise provided herein.

6. DATA PROTECTION

- 6.1. Each Party shall, to the extent legally required to do so, comply with all Data Protection Laws in so far as they are applicable to them.
- 6.2. The subject matter of the processing carried out by Safenames pursuant to this Agreement is the provision of the Services. Our Data Processing Addendum (DPA) sets out the nature, duration and purposes of the processing, the types of Customer Personal Data Safenames processes and the categories of data subjects whose Personal Data is processed.
- 6.2. Safenames will process Personal Data only in accordance with (i) the Client's instructions, except as required by applicable law; and (ii) our DPA as in force from time to time, which form part of this Agreement.

7. TERMINATION

- 7.1. This Agreement shall commence upon the Effective Date and shall continue until all Service Orders entered into by the Parties expire or are terminated, or this MSA terminates, or expires, in accordance with its terms.
- 7.2. Either Party may terminate this Agreement immediately on written notice if the other:
 - 7.2.2. commits a material breach of this agreement and, if remediable, having received from the other Party written notice stating the intention to terminate the agreement if not remedied, fails to remedy the breach within 14 days; or
 - 7.2.3. is subject to a resolution for winding up or a petition for bankruptcy or liquidation or proposes or enters any arrangement or assignment with or for creditors, or if a receiver, liquidator or trustee in bankruptcy is appointed over it.

- 7.3. We may also terminate this Agreement and/or suspend some or all of the Services immediately on written notice:
- 7.3.1. If you have failed to pay any outstanding overdue sums, and such amount remains unpaid within 14 days after you have received written notice that payment is overdue; or.
 - 7.3.2. If we are requested or required to do so by Regulation or regulatory authority (Including ICANN).
 - 7.3.3. We may also 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.
- 7.4. On termination or expiry of this MSA or any Service Order for any reason:
- 7.4.1. we will immediately stop supplying, and will terminate access to, the relevant Services;
 - 7.4.2. all licenses granted by us under a terminated Service Order will terminate;
 - 7.4.3. any fees due will remain payable and, if already paid, will be non-refundable;
 - 7.4.4. the terms set forth in Sections 5, 6, 9, 10, 12 and 14 shall survive the cancellation, termination or expiration of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Nothing in this Agreement shall operate to assign or transfer any intellectual property rights from Safenames to the Customer, or from the Customer to Safenames.

9. CONFIDENTIALITY

- 9.1. The Parties agree not to use for any purpose apart from this Agreement or disclose any Confidential Data received from the other Party. "Confidential Data" means data identified as, or marked as, confidential.
- 9.2. This clause does not apply to data which:
- 9.2.1. enters the public domain other than through breach of this clause;
 - 9.2.2. is or becomes independently known to the receiving Party free from any confidentiality restriction, as demonstrated by written records;
 - 9.2.3. is required to be disclosed by a court, Regulation or competent authority;
 - 9.2.4. is reasonably disclosed to employees, suppliers or others for the proper performance of the Agreement and then only to persons subject to an appropriate confidentiality agreement;
 - 9.2.5. is reasonably disclosed to professional advisers with an obligation of confidentiality; or
 - 9.2.6. which the parties are otherwise permitted to disclose in accordance with this Agreement.
- 9.3. If the recipient of Confidential Data is requested or required by any legal process (such as court order, regulatory action, deposition, interrogatories, requests for information, documents or admissions, subpoenas or the like) or regulatory authority (including ICANN) to disclose any

Confidential Data of the disclosing Party, the recipient will (to the extent permitted by applicable Regulation) immediately notify the disclosing Party.

- 9.4. The disclosing Party may seek an appropriate protective order and/or waive the recipient's obligation to comply with this Section of the Agreement.
- 9.5. The recipient will reasonably cooperate with the disclosing Party's efforts to obtain any such order or other remedy.
- 9.6. If no protective order is obtained and the recipient has not received a waiver hereunder before one business day prior to the time the recipient must disclose Confidential Data or else stand liable for contempt or suffer other sanction or penalty, then the recipient may disclose the requested Confidential Data to the minimum extent legally required.
- 9.7. The recipient will use its best efforts to have such disclosed Confidential Information treated as confidential.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1. Nothing in this Agreement will:
 - 10.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
 - 10.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 10.1.3. limit or exclude any claims for indemnification;
 - 10.1.4. limit any liabilities in any way that is not permitted under applicable law; or
 - 10.1.5. exclude any liabilities that may not be excluded under applicable law.
- 10.2. The limitations and exclusions of liability set out in this Clause 10 and elsewhere in this Agreement are subject to Clause 10.1; and govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 10.3. Neither Party shall be liable to the other Party in respect of any losses arising out of a Force Majeure Event.
- 10.4. Neither Party shall be liable to the other Party in respect of any loss of profits or anticipated savings.
- 10.5. Neither Party shall be liable to the other Party in respect of any loss of revenue or income.
- 10.6. Neither Party shall be liable to the other Party in respect of any loss of business, contracts or opportunities.
- 10.7. Neither Party shall be liable to the other Party in respect of any special, indirect or consequential loss or damage.
- 10.8. The aggregate liability of each Party to the other Party under this Agreement shall not exceed the total amount paid and payable by the Customer to Safenames in the 12 months

immediately preceding the event giving rise to liability. This clause shall not apply to any claim for indemnification or payment of fees.

11. FORCE MAJEURE

- 11.1. If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

12. THIRD PARTY INFRINGEMENT

- 12.1. Safenames will defend you against any claim from a third party alleging that our Services infringe their intellectual property rights. You will defend Safenames (including our directors, officers, employees, subcontractors, agents and 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 the 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.

13. NOTICES

- 13.1. Notices under this Agreement for Safenames must be sent to legal@safenames.net with the header "Legal Contract Notice".
- 13.2. We shall send any notices in accordance with the most recent contact information which you have provided to us.
- 13.3. Notices may be sent by recorded delivery or email and shall be deemed to be received:
- 13.3.1. recorded delivery - five days after posting
 - 13.3.2. email – on the day sent unless the contrary is provided

14. GENERAL

- 14.1. The Agreement represents the entire agreement of the Parties relating to its subject matter. It supersedes all prior agreements and representations (unless fraudulent) and for the avoidance of doubt, all such agreements shall be deemed terminated from the date of this MSA. We are not bound by, nor should you rely on, representations by any agent or employee of any third party you may use to apply for the Services unless such representation has been incorporated as an express term of this Agreement between you and us.

- 14.2. If any part of this Agreement is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- 14.3. You may not assign this Agreement or subcontract or resell any of the Services without our prior written consent, which shall not be unreasonably withheld. Subject to our contractual obligation to supply the Services, we may assign this Agreement or subcontract any of the Services to our affiliates, provided that the obligations in this Agreement will apply to each such affiliate.
- 14.4. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy.
- 14.5. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between us.
- 14.6. This Agreement does not give rights to any third parties to enforce any term of this Agreement.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement, including applicable Service Terms and your Order Form, shall be interpreted in accordance with English law and the Parties agree that any dispute or claim that may arise in relation to the interpretation, construction and performance of this Agreement shall be subject to the exclusive jurisdiction of the English courts.

EXECUTION

The Parties have indicated their acceptance of this Agreement by signing below.

Customer authorised representative:

Name		Title	
Signature		Date	

Safenames LTD authorised representative:

Name		Title	
Signature		Date	