

Contents

Voodoo Technology Ltd (T/A Bright Cyber) Terms and Conditions	2
DomainTools Enterprise Subscription Agreement	22

Voodoo Technology Ltd (T/A Bright Cyber) Terms and Conditions

Date: 09/01/2025

Current version available here: [Terms-conditions.pdf](#)

1 - Definitions and Interpretation

1.1 - In these Terms, the following expressions shall have the meanings set out here:

Data Protection Laws	The Data Protection Act 1998 and, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), and any amendment, re-enactment and replacement enforceable in the UK from time to time.
Data Subject	As defined in the Data Protection Laws.
Due Date	30 calendar days after the date of the relevant invoice.
EEA	The European Economic Area.
EULA	The end user license agreement applicable to the relevant Product, as stipulated by the Manufacturer of that Product.
Fees	The sums payable by the Customer to Bright-Cyber Ltd pursuant to a Contract.
Good Industry Practice	The degree of skill and care which it is reasonable to expect of a typical provider of services like the Services being provided under the relevant Contract.

Hardware	Any information technology and/or computer and communications hardware to be supplied to the Customer by Bright Cyber pursuant to a Contract.
Intellectual Property Rights	Rights of any nature whatsoever, whether registered or unregistered, including any patent, right in a design, copyright, trade mark, utility model, design right, service mark, database right and other intellectual property right whether or not capable of registration as may exist anywhere in the world, now or in the future.
Manufacturer	The manufacturer, developer, distributor or licensor of the relevant Product, as applicable.
Particular Losses	Without limitation, pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any indirect, consequential, special or punitive loss.
Party	Either of Bright Cyber or the Customer, Together the Parties.
Personal Data	The 'personal data' (as defined in the Data Protection Laws) over which the Customer is the Data Controller.
Processing	As defined in the Data Protection Laws (and Process & Processed shall be interpreted accordingly).
Product	Any Hardware, Software or other goods supplied by Bright Cyber to the Customer pursuant to a Contract.
Quote	The written statement provided by Bright-Cyber to the Customer prior to concluding a Contract, setting

	out the Specification, scope,
	Fees and any other relevant details in respect of, and summarising any specific terms for, any Products and/or Services to be provided.
Services	The services to be supplied by Bright Cyber.to the Customer pursuant to a Contract, being (a) services provided on a case-by-case basis (including consultancy, advice, design, installation, implementation, configuration etc.) and (b) Annuity Services.
Software	The prepackaged software or electronic licence supplied to the Customer by Bright Cyber pursuant to a Contract.
Specification	The summary of the technical abilities, functionality and limitations of the Product and/or Service (for a Service, this document may be in the form of a ‘service description’ or ‘scope of works’).
Working Day	Monday to Friday excluding public holidays in England and Wales (and, if the supply of Products and/or Services is to a country other than England and Wales, also excluding the public holidays in the country to which the supply is made).
Working Hours	The hours of 09:00 to 17:00 during a Working Day.

1.2 - Clause, schedule and paragraph headings shall not affect the interpretation of these Terms. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision. Any phrase introduced by the words “including”, “includes”, “in particular” or “for example”, or

any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2 - Ordering Products and Services

2.1 - No Contract which has been accepted by Bright Cyber may be cancelled by the Customer unless written agreement is obtained from an authorised representative of Bright Cyber; however, the Customer shall remain liable for and shall indemnify Bright Cyber in full for any costs, damages, losses, charges and expenses incurred by Bright Cyber as a result of any cancellation of a Contract.

2.2 - Bright Cyber may make any changes to the Specifications of Products or Services to conform to any applicable health and safety or legal requirement, or which do not materially negatively affect their quality or performance.

2.3 - Bright Cyber's policy is to supply Products and Services only to business customers (i.e. those who are not private consumers). In accepting these Terms, the Customer warrants that it is not purchasing the Products or Services as a private consumer.

2.4 - All descriptions, Specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) or otherwise provided by Bright Cyber or included in any sales literature, Quote, price list, acknowledgement of order, invoice or other document are to be deemed approximate only (except where stated in writing to be exact) and shall not form part of the Contract other than as approximations. Any typographical, clerical or other error or omission in any sales literature, Quote, Fees, price list, acknowledgement of order, invoice or other document (whether hard or electronic copy) or any other information issued by Bright Cyber shall be subject to correction by Bright Cyber without liability.

2.5 - Quotes cease to have effect on the acceptance by Bright Cyber of a Contract, unless that Quote forms the Customer Schedule at that time (which shall not be the case where an alternate Customer Schedule is provided). Quotes will automatically expire 30 (thirty) business days from which they are issued, unless expressly stated to the contrary on that Quote. See clause 6.8 in respect of Quotes relating to Products or Services which are billed on a use/consumption basis.

2.6 - In the event of any discrepancy or conflict between the EULA, Customer Schedule (including any matter-specific documents and general Specifications), other parts of a Contract, these Terms or a Quote, the conflict shall be resolved with the

earlier-listed document taking precedence over those documents listed later. Where procured via G-Cloud, the CCS Call-Off Contract and Framework Agreement take precedence over any EULA or third-party terms

3 - Delivery of Products

3.1 - Bright Cyber shall use its reasonable efforts to deliver the Products to the premises stated in the Contract (and/or, in the case of electronic delivery of Products, to the email address or other electronic location as agreed) and/or to supply the Services by any delivery date estimated by Bright- Cyber Ltd. For the avoidance of doubt, the Customer acknowledges that such delivery date is not guaranteed or of the essence, and Bright Cyber shall in no circumstances be liable to the Customer for any losses, damages or charges (including Particular Losses) incurred by the Customer due to the late delivery of Products and/or Services.

3.2 - The Customer agrees that it will inspect the Products immediately upon delivery or collection and in all cases shall:

3.2.1 - not sign to accept the Products if the types/quantities of Products are incorrect or the Products and/or their packaging are damaged in any way; and/or

3.2.2 - inform Bright Cyber in writing within 48 hours of delivery of any damage, shortages, defects or non-delivery of the Products which was not apparent at the time of delivery/collection, and, where the Customer fails to do so, they shall be deemed to have accepted the Products.

3.3 - If the Customer fails to take delivery of or, where agreed, collect the Products or fails to give Bright Cyber adequate delivery instructions at the time stated for delivery (save for circumstances beyond the Customer's reasonable control or by reason of Bright Cyber.'s fault) then without prejudice to any other rights or remedies available to it Bright Cyber may at its sole discretion:

3.3.1 - store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or

3.3.2 - sell the Products at the best price readily available and charge the Customer any shortfall below the Fees under the Contract.

4 - Risk and Title

4.1 - Risk of damage to, or loss of, Products shall pass to the Customer at the earlier of:

4.1.1 -the time at which Products are delivered to the Customer or the Customer collects the Products; or

4.1.2 - the time when Bright Cyber has attempted to deliver the Products to the Customer and have been unable to complete delivery due to the actions or omissions of the Customer.

4.2 - Notwithstanding when risk in the Products passes to the Customer, title in the Products shall not pass to the Customer until the earlier of: (i) Bright Cyber has received cleared and full payment of the Fees for the Products and all other Products and Services (if applicable) supplied to the Customer for which payment is then due; (ii) on the Customer's resale of those Products, in which case title passes to the Customer immediately prior to such resale; or (iii) in the event that the Customer fails to meet the terms of payment for those Products, immediately prior to Bright Cyber bringing legal action for payment of the Fees.

4.3 - Until such time as title in the Products pass to the Customer:

4.3.1 - the Customer shall keep the Products separate from other goods and properly stored, protected, insured & identified as Bright Cyber's property; and

4.3.2 - after the Due Date, Bright Cyber shall be entitled to require the Customer to deliver up the Products to Bright Cyber and if the Customer fails to do so immediately the Customer shall allow (or procure permission for) Bright Cyber or its agents or representatives to enter upon the Customer's premises (or any other premises where the Products are stored) and repossess the goods.

5 - Services

5.1 - Where Bright Cyber agrees to provide Services, any estimate or indication by Bright Cyber as to the number of man days or man hours required by Bright Cyber to undertake a specific task shall be construed as being an estimate only. Bright Cyber shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Particular Losses) suffered or incurred by the Customer where such estimate or indication is incorrect.

5.2 - Unless stated otherwise, the Fees agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which Bright Cyber shall charge the Customer at its or its subcontractors' (as applicable) then current rates, available on request.

5.3 - Bright Cyber will normally carry out the Services during Working Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times. This does not apply to Annuity Services, which will generally be available at any time, subject to any applicable service levels and anticipated downtime (for maintenance etc).

5.4 - At the Customer's request, Bright Cyber may agree to provide Services outside Working Hours. However, this shall be subject to any reasonable additional Fees that may be made by Bright Cyber for complying with such request. Such Fees shall be agreed in writing prior to commencement of any work outside of Working Hours.

5.5 - Bright Cyber expects that the Customer has adequate inspection, testing and approval processes and, on completion of any Services provided by Bright Cyber, the sign off by the Customer of such services shall be considered the Customer's absolute acceptance of the satisfactory completion of such Services. In the event that the Customer has not confirmed their acceptance of the Services, nor raised any concerns about them, within 7 days of Bright Cyber notifying the Customer that the Services are complete, the Customer agrees it is reasonable for Bright Cyber to infer their acceptance and, where relevant, invoice for those Services.

5.6 - Should the Customer become dissatisfied with the performance of any personnel assigned by Bright Cyber to perform the Services, the Customer shall notify Bright Cyber in writing with details of the unsatisfactory performance and, provided that Bright Cyber is satisfied that the Customer's dissatisfaction is reasonable, Bright Cyber shall re-assign personnel as soon as reasonably practicable.

5.7 - No liability shall accrue to Bright Cyber as a result of any defects in the delivery of the Services unless:

5.7.1 - a reasonably detailed inspection and testing procedure has been undertaken by the Customer to ascertain that the Services had been undertaken correctly and in full, and

5.7.2 - such inspection would not have been expected to identify the defect-causing loss (due to the latent and uncheckable nature of such defect).

5.8 - Where Bright Cyber agrees to provide support and/or maintenance Services in respect of Products supplied to the Customer, unless otherwise set out in the relevant Customer Schedule this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer's licensed users of such Products during Working Hours for the agreed period (limited to first line support only). If Bright Cyber is unable to resolve the query during a telephone call, the Customer may be required to contact the Manufacturer of the Product directly.

5.9 - The Customer may from time to time wish to vary the scope of a Service. Bright Cyber will use reasonable commercial efforts to accommodate that variation. Any changes in the Fees and/or timescales as a result of that variation shall be negotiated between the Customer and Bright Cyber, and where such negotiation has not concluded at the time the Customer confirms the variation is required, the Customer accepts any increase in work required pursuant to the variation shall be provided on a time and materials basis at Bright Cyber's or its subcontractors' (as applicable) then current rates for the same, available on request.

5.10 - Although Services are undertaken with reasonable skill and care, Bright Cyber cannot guarantee the accuracy of any advice, design or report.

6 - Fees and Payment

6.1 - The Fees payable by the Customer for the supply of Product(s) or Services shall be that which is set out and agreed between the Customer and Bright Cyber each time Bright Cyber accepts a Contract placed by the Customer and as specified in the Customer Schedule or Quote as appropriate (unless varied by the Contract and Bright Cyber's acceptance). All Fees quoted are deemed exclusive of value added tax, unless expressly stated to the contrary.

6.2 - Any increase in Fees for the Annuity Services shall be applied no more often than once per year at or around each anniversary of the commencement of those Services and shall not exceed the increase in the UK Retail Price Index or Consumer Price Index (whichever is lower) calculated over the preceding 12 months unless Bright Cyber can demonstrate that its costs in providing such Service have unavoidably increased by a sum exceeding that figure. Bright Cyber shall notify the Customer in writing (a) at least 90 days in advance of any increase in the Fees for the Services, or (b) if Bright Cyber is notified of such increase less than 90 days in advance of it becoming effective, at soon as is reasonably practicable thereafter.

6.3 - Unless otherwise agreed between the Parties, invoices will be raised and dated by Bright Cyber on or after the date of dispatch of the Products, or on or after commencement of the Services. Where both Products and Services are supplied against the same Contract, a separate invoice may be raised for each of those two elements.

6.4 - The Customer shall pay each invoice in full (subject to a bona fide dispute), together with any VAT at the appropriate rate and other expenses, by the Due Date. The time of payment shall be of the essence.

6.5 - If the Customer fails to pay any sums due by the Due Date or does not comply with an obligation under the Contract, then without prejudice to any other right or remedy available to Bright Cyber, Bright Cyber shall be entitled to withhold or suspend the supply of any Products and/or Services to the Customer until such payment is made or the Customer complies with its obligations to Bright Cyber's reasonable satisfaction, or as provided for in G-Cloud Call-Off Contracts.

6.6 - Without prejudice to Bright Cyber's other rights and remedies, Bright Cyber reserves the right to charge interest to the Customer on any Fees which are not paid by the Due Date, at a rate of four per cent per annum above the Bank of England base rate from time to time.

6.7 - Where the Fees for a Contract are not all invoiced at the same time (e.g. where the Fees for each year of a multi-year Contract are invoiced at the start of that year) the Customer is committing to continue to make those payments over the entire period agreed in the Contract. Whilst Bright Cyber will make reasonable efforts to meet the reasonable administrative requests of the Customer, the Customer accepts that they have committed to the entire duration agreed and Bright Cyber will invoice the

Customer for each period in line with the Contract, regardless of whether a purchase order is received from the Customer for a specific period.

6.8 - Where the Fees for a Contract are stated in the Customer Schedule to be based on consumption (e.g. where the Fees are based on the volume of storage used in gigabytes, or number of concurrent users etc.):

6.8.1 - the Customer is committing to pay Bright Cyber the Fees on that periodic basis for all retrospective consumption under that Contract, regardless of whether the relevant Quote was based on a different level of consumption anticipated at that time or purchase orders are received for a different specific consumption/period than actually occurred (and if purchase orders are incorrect or not received, Bright Cyber shall rely on the Customer's initial commitment to purchase pursuant to the Contract, and will automatically invoice the Fees related to actual consumption in line with the Contract); and

6.8.2 - the Customer understands that the Fees stated in a Quote are based on an estimate of expected consumption (which Bright Cyber has calculated based on information provided by the Customer) but the Customer will be invoiced for the quantity and duration of actual consumption (subject in each case to any minimum commitment in respect of both factors, as set out in the Contract) according to their nature, and any reductions or increases in consumption will be payable in line with the Contract as invoiced.

6.9 - If the Customer Schedule provides that the Fees or any part of the Fees shall be split across the duration of a Service or the lifecycle of a Product, or are payable in arrears, then Bright Cyber may withdraw or vary such arrangements, and issue an invoice for any Fees which have yet to be invoiced under the Contract, if:

6.9.1 - Bright Cyber serves a notice of termination of the Contract;

6.9.2 - there is (in the opinion of Bright Cyber) a material adverse change in the creditworthiness of the Customer; or

6.9.3 - the Customer fails to pay any amount which is due and payable.

6.10 - Bright Cyber or its agent shall deliver the Products to any premises (whether in the United Kingdom or in any country) agreed in the Contract and for the avoidance of doubt the Customer shall be liable for any costs incurred by Bright Cyber in relation to carriage, postage and packing and any other applicable taxes and duties. If any deduction or withholding from the Fees is required by way of tax, excise, customs or otherwise from a jurisdiction other than the United Kingdom, the Customer agrees to pay as Fees to Bright Cyber any additional amounts necessary to ensure that the net amount that Bright Cyber receives, after any deduction and withholding, equals the amount Bright Cyber would have received if no deduction or withholding had been required.

6.11 - The Customer acknowledges that Bright Cyber sources Products from outside the United Kingdom, and may purchase in a currency other than pounds sterling. Where

this occurs, the Fees proposed to the Customer in a Quote are based on Bright Cyber's currency exchange rates (including any applicable commissions for currency conversion) on the day of that Quote (available on request). Fees stated in such a Quote are given by way of convenience only and are subject to currency fluctuation. The Fees to be paid by the Customer in pounds sterling will be calculated on the Working Day in the UK on which the Contract is concluded, based on the currency exchange rates applicable that day (with any relevant commissions for currency conversion to be added), and that Fees calculated will become automatically binding at that time.

6.12 - The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by Bright Cyber and shall pay all amounts due without making a deduction of any kind. Bright Cyber shall be entitled to set-off any amounts owed to it by the Customer against any sums Bright Cyber owes to the Customer.

6.13 - The Customer acknowledges that Bright Cyber is not a finance provider and, where Products and/or Services are paid for by way of a lease or other financial product, it is likely the agreement for the purchase of those Products and/or Services exists directly between the Customer and the finance provider; Bright Cyber is not a party to such agreement and neither Bright Cyber nor the Customer shall have any rights or obligations to each other in respect of Products and/or Services transacted in this manner.

7 - Returns Policy

7.1 - Where returns are permitted by our supply chain, Bright Cyber allows Customers to return unopened Products within 30 days of delivery; however, all returns are at Bright Cyber's sole and absolute discretion, will depend on our suppliers' returns policies and may be subject to reasonable restocking fees or other conditions. Other than in line with the relevant Manufacturer's 'dead on arrival'

(DOA) policies or warranties, Bright Cyber will not accept returns with a value below £50.

7.2 - Under no circumstances will Bright Cyber accept returns of opened Products unless those Products are faulty and the provisions of the remainder of this clause 7 are met. For the avoidance of doubt, no Software on which the seals have been broken can be returned. Software Licenses provided electronically (i.e. other than in physical format) are non-refundable.

7.3 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on

request.

7.4 - In circumstances where return of Product(s) is permitted by Bright Cyber, it will issue a creditnote to the Customer so the invoice for the relevant Product is deemed cancelled and, in the event a Customer has already paid for those Products, a refund will be granted. The refund or replacement of faulty or defective Products is subject strictly to individual Manufacturer's DOA policies or warranty, available on request.

7.5 - Although Bright Cyber may make reasonable efforts to troubleshoot any problems the Customer experiences with the Products, the Customer acknowledges that Bright Cyber is not the Manufacturer of the Products and that Bright Cyber may be contractually limited by that Manufacturer as to the extent of the assistance they are permitted to provide. Accordingly, the Customer may be required to contact the Manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation (which shall be retained by the Customer, along with any call/case reference numbers, and presented to Bright Cyber upon request).

7.6 - In the case where it is established that Products are faulty or defective within the relevant Manufacturer warranty or DOA period, Bright Cyber's customer service department will arrange with the Customer to have the Products collected or returned. In some instances, the Manufacturer's warranties require the Customer to contact a repair agent directly. If this is the case, the Customer will be informed by Bright Cyber's customer service department and provided with the contact details for the relevant Manufacturer to discuss such collection or return.

7.7 - Where Bright Cyber has indicated to the Customer that the return of a Product is permitted, the Customer is responsible for ensuring that the Products are returned to Bright Cyber (or the relevant third party) in their original packaging together with all disks, manuals, cables and any other peripherals, accessories, consumables and other parts or items with which they were boxed or inseparably supplied so as to ensure satisfaction of the Manufacturer's DOA policy and/or warranty stipulations (as appropriate), safe transit and ease of identification. The external packaging must not be damaged or defaced so it is recommended the goods are re-boxed for transport.

7.8 - The Products will be tested on receipt. If no fault is found the Products shall be returned to the Customer at the Customer's cost. If a fault is found and the applicable Manufacturer's DOA period is exceeded, then the Products will be repaired and/or replaced under the terms of the Manufacturer's warranty, to the extent that such warranty remains in force at that time.

7.9 - In the event that the Manufacturer's DOA cover and/or warranty have lapsed, expired, been invalidated or did not apply, Bright Cyber shall have no liability to the Customer for such Product(s).

8 - Customer's Obligations and Warranties

8.1 - In order to enable the fulfilment by Bright Cyber of its obligations under a Contract, the Customer shall, at its own expense:

8.1.1 - comply with, and use the Products and Services in accordance with these Terms and all applicable laws and the manufacturer Terms of Use and/or End User License Agreement (EULA).

8.1.2 - where reasonably requested, or where it is reasonable for the Customer to anticipate such requirement, promptly furnish Bright Cyber with co-operation, assistance and/or accurate & complete responses to requests for information (which shall include sufficient detail in that information);

8.1.3 - allow Bright Cyber or its subcontractors (as applicable) to exercise such right of entry as required over any relevant premises to deliver the Products and/or Services, provide Bright Cyber with any relevant policies and procedures in relation to such premises (and, where such policies and procedures require time and/or materials over and above what would be normally expected to permit entry to the average business premises, provide these to Bright Cyber before the Quote is prepared, or make payment or reasonable additional costs and expenses which arise in meeting the requirements of such policies and procedures), and take all reasonable precautions to protect the health and safety of those personnel whilst at that/those premises;

8.1.4 - unless otherwise provided by Bright Cyber, implement effective and appropriate backup and other procedures for the protection of its data;

8.1.5 - observe any other obligations or requirements set out in the relevant Customer Schedule; and

8.1.6 - otherwise respond to and comply with Bright Cyber's reasonable requests.

8.2 - The Customer warrants that:

8.2.1 - any of its representatives who commit the Customer to these Terms and any Contract with Bright Cyber have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer;

8.2.2 - it will comply with and use the Products and Services in accordance with the Contract, EULA and all applicable laws;

8.2.3 - it has and shall maintain all necessary Licenses, permits, rights, consents, registrations, approvals and titles necessary for Bright Cyber to use or host any software, hardware, documentation or other materials provided by the Customer for use in the provision of the Products or Services to the Customer; and

8.2.4 - any information and materials supplied by the Customer in connection with a Quote or Contract shall be accurate and complete, and Bright Cyber's use of such shall not cause Bright Cyber to infringe the rights, including any Intellectual Property

Rights, of any third party.

9 - Intellectual Property Rights and Software Licenses

9.1 - The title to and the Intellectual Property Rights in the Product(s) and in the media containing such Product(s) does not pass to the Customer. The Customer is licensed to use such Product(s) in accordance with these Terms and the EULA applicable to those Product(s), and by entering into these Terms and any Contract pursuant to them, the Customer agrees to enter into and comply with the terms of such EULA(s).

9.2 - Each Party grants to the other a non-exclusive, limited, revocable licence to use its Intellectual Property Rights solely to the extent necessary for the other Party to perform its obligations under the Contract. The Parties agree that all Intellectual Property Rights which existed prior to the date of the Contract in relation to any items used in the performance of any Services shall remain the property of the existing owner of those Intellectual Property Rights.

9.3 - Bright Cyber (and/or their supply chain and subcontractors) shall own and be fully entitled to use in any way it deems fit any Intellectual Property Rights, including skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing any Services and any improvements made or developed during the course of Services. For the avoidance of any doubt, this shall include any improvements or modifications to Products during the duration of the Contract. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in the Customer's or Bright Cyber's Intellectual Property Rights.

9.4 - Save where the relevant EULA permits such copying, the Customer shall not, without Bright Cyber's prior written consent, copy or reproduce in any way the whole or a part of the user manual or any other documentation which has been supplied to the Customer relating to any Products or Services.

10- Warranties

10.1 - To the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or general law into these Terms or relating to the Products or the Services are excluded. Notwithstanding this, any Products supplied under these Terms will conform substantively to a ny

10.2 Specifications given in relation to them and any Services provided under these Terms will be provided in a diligent and professional manner, with reasonable skill and care and in accordance with Good Industry Practice.

10.3 - Bright Cyber warrants it has the right to provide or procure the provision of the Products and Services.

10.4 - Bright Cyber does not warrant that the Customer's use of any Products or Services will be uninterrupted and error-free.

10.5 - The only additional warranties which the Customer may receive are those which are given by the Manufacturer of such Products to the Customer and are subject to any relevant limitations and exclusions imposed by such Manufacturer. Bright Cyber will provide the Customer with details of such warranties upon request.

11- General Exclusions and Limitations of Liability

11.1 - Nothing in these Terms shall limit Bright Cyber's liability to the Customer for liabilities which cannot be limited or excluded as a matter of law including death or personal injury (where resulting from the negligence of Bright Cyber, its employees, agents or subcontractors), fraud, fraudulent misrepresentation and statutorily-imposed terms regarding title of goods.

11.2 - Bright Cyber shall not in any circumstances be liable for Particular Losses, whether direct, indirect or consequential, even if a Party has been advised of the possibility of such losses.

11.3 - The Customer agrees that the limitations on liability in these Terms are reasonable, given the Parties' respective commercial positions and the Customer's option to purchase appropriate insurance in respect of arising risks. The total liability which Bright Cyber shall owe to the Customer in respect of all claims under all Contracts shall not exceed 125% of the Fees paid by the Customer in the last 12 months in respect of the Products or Services to which the claim(s) relate.

11.4 - The Customer shall indemnify and keep Bright Cyber indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by Bright Cyber due to any claims by any third party arising out of any use of, access to or modification of the Customer's computer systems by Bright Cyber on the Customer's instructions and/or use of any materials supplied to Bright Cyber by the Customer (including, but not limited to, actions in line with clause 8.2.4). This indemnity shall survive termination or expiry of a Contract to which it relates.

11.5 - If delivery of Products and/or Services is delayed other than through Bright Cyber's fault, including delay as a result of the Customer's agents or subcontractors, the Customer shall indemnify Bright Cyber for any sums incurred by them as a result of that delay. Any agreed time schedules shall be deferred to a reasonable period of time (no less than the resulting period of the delay).

11.6 - In the event that the Customer fails for any reason to meet their obligations under a Contract, including the obligations set out in clause 8 above, the Customer shall indemnify Bright Cyber against any loss, damage or other cost of whatsoever nature suffered or incurred by Bright Cyber reasonably relating to that failure on the part of the Customer.

11.7 - Unless Bright Cyber undertakes Services with an expressly stated outcome of advising a Customer in writing on the Products and/or Services which it recommends to meet a particular requirement, the Customer acknowledges that it is relying solely upon its own skill and judgement, and not that of Bright Cyber, in determining the suitability of any Products and/or Services and their fitness for any general or specific purpose.

11.8 - The Customer accepts that they are best placed to know what information may be relevant in respect of their existing and anticipated infrastructure/circumstances. Where Bright Cyber suggests potential Products, or undertakes Services, Bright Cyber shall not be liable for any advice, conclusions or reports which are erroneous or incomplete as a result of the Customer's (or their agent's) failure to supply complete and correct information, including any information which may be relevant but which has not been specifically requested by Bright Cyber (or their subcontractors).

12- Force Majeure

12.1 - Neither Party shall be liable to the other Party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under a Contract (save in respect of any obligation to pay money) due to any cause beyond the reasonable control of the Party in question, which for the avoidance of doubt (and without prejudice to the generality of the foregoing) shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force or any part thereof of the Party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God. Neither non-payment of Fees by the Customer, nor non-payment of the Customer by their customers, shall be considered a force majeure event for the purposes of this clause 12.

13- Termination

13.1 - Bright Cyber shall be entitled to terminate any Contract and suspend all or any work on current or future deliveries and instalments of Products or the provision of any Services and on written notice to the Customer shall be entitled to cancel the undelivered or unperformed portion of the Contract between Bright Cyber and the Customer and deem that the whole of the Fees payable under the Contract or any other agreement shall be payable immediately in the event of:

13.1.1 - any distress, execution or other legal process being levied upon any of the Customer's assets;

13.1.2 - the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or

an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

13.1.3 - the Customer ceasing or threatening to cease to carry on business;

13.1.4 - any material breach of the Contract by the Customer (including a failure to pay any Fees due by the relevant Due Date) which is not capable of remedy or which it fails to remedy within 14 calendar days (or as otherwise agreed by Bright Cyber), or other repeated breaches of the Contract by the Customer; or

13.1.4 - Bright Cyber reasonably anticipating that any of the events mentioned above is about to occur.

13.2 - In the event of termination pursuant to clause 13.1 above Bright Cyber shall, for the avoidance of doubt, be entitled to:

13.2.1 - recover as damages from the Customer all reasonable costs which Bright Cyber sustains due to such termination; and

13.2.2 - where the Customer is being provided with ongoing Services (including Managed Services), Bright Cyber shall be entitled to cease provision of those Services and invoice any Fees which would have been payable over the anticipated period of delivery of those Services.

13.3 - In the event of such termination, should the Customer have failed to make payment in full for any Software, then the Customer shall immediately cease use of all Software (and any updates of same) and, at its own expense, remove from all computers, communications systems and other electronic devices under its control all copies of the Software (and updates) and return or destroy them (certifying in writing to Bright Cyber that such destruction has taken place).

13.4 - For a period of six months following termination of the Contract the Customer shall, on not less than two days' notice, permit authorised representatives of Bright Cyber to enter its premises during normal business hours for the purposes of confirming that the Customer has complied with its post termination obligations.

13.5 - The exercise of the rights conferred by this clause 13 shall be without prejudice to any other right enjoyed by Bright Cyber pursuant to these Terms or by law.

14- Assignment

14.1 - The Customer will not be entitled to subcontract, assign the benefit or delegate the burden of the Contract without the prior written consent of Bright Cyber which it may in its absolute discretion refuse.

14.2 - Bright Cyber shall be free to subcontract any or all of its rights and obligations under a Contract or these Terms as it sees fit and may assign the benefit or delegate the burden of

any Contract.

15- Confidentiality and Data Protection

15.1 - For the purposes of these Terms, Confidential Information means all information, technical data or know-how, (whether written, oral or by another means and whether directly or indirectly) relating to and/or provided by one of the Parties whether created before or after these Terms come into force including Personal Data, research, products, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential Information includes the information of a third party that is in the possession of one of the Parties and is disclosed to the other Party in confidence. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving Party at the time of disclosure, as shown by the receiving Party's files and records immediately prior to the time of disclosure; or (ii) prior to or after the time the disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party, or

(iii) is expressly approved in writing for release by the disclosing Party or (iv) had been independently developed by the receiving Party without the use of any Confidential Information of the other Party.

15.2 - Each Party agrees with the other in respect of all Confidential Information:

15.2.1 - to keep the Confidential Information in strict confidence and secrecy;

15.2.2 - not to use the Confidential Information save for complying with its obligations under these Terms;

15.2.3 - not to disclose the Confidential Information to a third party (except to the extent compelled to by law); and

15.2.4 - to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents, subcontractors and others who of necessity need it in the performance of their duties as envisaged by the Contract, and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

15.3 - Each Party warrants that it shall comply with the Data Protection Laws when performing its respective obligations under the Contract.

15.4 - Bright Cyber will:

15.4.1 - operate safety and security measures and procedures consistent with Good

Industry Practice for the prevention of unauthorised access or damage to any and all locations in which Personal Data is stored and/or Processed by Bright Cyber; and

15.4.2 - take appropriate technical and organisational measures to protect Personal Data Processed by Bright Cyber against unauthorised or unlawful Processing and accidental loss, destruction, alteration or disclosure and ensure that, having regard to the state of technological development and their cost of implementation, those measures ensure a level of security appropriate to (a) the harm that might result from such Processing, loss, destruction or damage; and (b) the nature of such Personal Data.

15.5 - Where the Customer intends to, or might, include Personal Data in their use of the Products and/or Services purchased from Bright Cyber, they will inform Bright Cyber at the time a Quote is requested. Where so informed, Bright Cyber will identify whether Bright Cyber or a third party is the Data Processor for the purposes of the Processing, communicate that to the Customer at the point of Quote, and;

15.5.1 - to the extent that Bright Cyber itself Processes Personal Data on behalf of the Customer, Bright Cyber will:

1 - enter into a Data Processing Agreement with the Customer where required by the Data Protection Laws;

2 - Process such Personal Data only in accordance with the Customer's instructions in that Data Processing Agreement, or as required by law or regulation; and

3 - promptly inform the Customer if it receives a request or notice from a Data Subject seeking to exercise their rights under the Data Protection Laws in respect of such Personal Data, and (at the Customer's cost) comply with the Customer's reasonable instructions with respect to that request or notice; or

15.5.2 - to the extent that a third party performs Processing activities as the result of a purchase by the Customer from Bright Cyber of the Products or Services of that third party, Bright Cyber will:

1 - require that third party to meet the obligations set out in clause 15.4; and

2 - facilitate the conclusion of a Data Processing Agreement between those parties, on the basis that the Processing relationship exists between the Customer and the third party (so that the third party is the direct Data Processor to the Customer's Data Controller).

15.6 - In order to meet its obligations under a Contract (and, prior to that, to be able to obtain relevant information to enable a Quote to be prepared), Bright Cyber will need to provide certain of the Customer's Personal Data to their supply chain, specifically the names and contacts details of the individuals at the Customer who are responsible for the subject matter of that Contract (or Quote). Where the Customer is purchasing certain Products or Services, it may also be necessary to provide the names and contacts details of the individual users of those Products or Services. Unless stated otherwise in a Data Processing Agreement between Bright Cyber and the Customer, this will be the extent of

Bright Cyber's Processing of Personal Data on behalf of the Customer. Where required, the Customer confirms that it has obtained the necessary consents to share this Personal Data and authorises Bright Cyber to undertake the activities set out in this clause 15 to enable to creation or performance of a Contract.

15.7 - The Customer authorises and instructs Bright Cyber to take the steps in this clause 15 (and any additional steps set out in a Customer Schedule, but not any actions required by the Data Processing Agreement, for which authority is contained therein) in the Processing of Personal Data on its behalf as Bright Cyber reasonably considers necessary to the performance of its obligations under the Contract (or with the intention of creating such a Contract), and authorises Bright Cyber to give equivalent instructions to any relevant subcontractor on its behalf, warrants that it is and will remain entitled to give the instruction and authorisation in this clause 15, and confirms it will advise Bright Cyber if that position changes in respect of any of the Personal Data.

15.8 - Each Party will promptly inform the other if:

15.9 - It has reason to believe that the activities of the other Party are in breach of the Data Protection Laws; and/or

15.10 - it suspects or uncovers any breach of security in any respect which could impact the Personal Data or Confidential Information of the other Party, and the Party which has been breached will use all commercially reasonable efforts to verify and, if verified, promptly remedy such breach.

15.11 - The obligations in this clause 15 shall survive the termination of any Contract.

16- General Terms

16.1 - Any demand, notice or other communication shall be in writing and may be served by hand or prepaid first-class post to the registered address of the intended recipient.

16.2 - No amendment of these Terms during the period of a Contract shall be binding in respect of that Contract unless executed in writing and signed by authorised representatives of Bright Cyber and the Customer. Notwithstanding the foregoing, Bright Cyber reserves the right to alter these Terms at such time and in such manner as it sees fit and shall publish the then-current version of the Terms on our website. The version of the Terms which is current at the time of the commencement of a Contract shall apply to that Contract, unless otherwise agreed in writing. Bright Cyber will supply a hard copy of these Terms on Customer request.

This clause does not apply to G-Cloud Call-Off Contracts. Changes to these terms shall not apply to G-Cloud Call-Off Contracts unless agreed in writing by both parties.

16.3 - The failure of Bright Cyber at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or of any other provision of these Terms or of Bright

Cyber's right thereafter to enforce any such provision(s).

16.4 - The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of Bright Cyber professionally or otherwise directly associated with Bright Cyber during the term of the Contract or for 12 months thereafter. For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for Bright Cyber where that person responds to a bona fide public advertisement for employees.

16.5 - No third party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other method.

16.6 - Together with the Customer Schedule and any EULA, these Terms are the complete and exclusive agreement between the Parties with respect to the subject matter of a Contract, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding the subject matter of that Contract. These Terms prevail over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.

16.7 - Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party (and on any resale of a Product by the Customer, such resale shall be made by the Customer as principal), or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

16.8 - If a provision in these Terms is held by any competent authority to be invalid or wholly or partly unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms or any Contract.

16.9 - The formation, construction, performance, validity and all aspects whatsoever of these Terms shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

16.10 - By entering into these terms and conditions, the customer permits Bright-Cyber to use the customers logo and trading name as a reference on marketing materials and its website. This includes customers of whom which Bright Cyber is subcontracted to work with, on behalf of a third-party.

DomainTools Enterprise Subscription Agreement

Latest version available here: [DomainTools](#)

Enterprise Subscription Agreement

This Enterprise Subscription Agreement (“**ESA**”) is between DomainTools, LLC (“**DomainTools**”) and the entity indicated on the applicable Service Order (defined below).

This ESA, any Service Order in which it is incorporated, any applicable Service Level Agreement, and any document incorporated by reference herein or therein, represents the parties’ entire agreement regarding the Services detailed in a Service Order (collectively, the “**Agreement**”). In the event of a conflict between this ESA and a Service Order, the terms of the Service Order will control. No modification or amendment of this Agreement will be effective unless it is in writing and signed by the parties. No terms, provisions or conditions of any purchase order or other business form Customer may use will affect the rights, duties or obligations of the parties hereunder, or otherwise modify this Agreement.

1. Definitions

“**Business Contact Data**” has the meaning set forth in Section 6.b.

“**Confidential Information**” means information that one party discloses to the other party under this Agreement that is marked as confidential or that would normally be considered confidential information under the circumstances. It does not include information that (a) is independently developed by the recipient; (b) is rightfully made available to the recipient by a third party, and to the recipient’s knowledge, is not subject to any obligations of confidentiality to the disclosing party; or (c) that becomes public through no fault of the recipient.

“**On-Site Customer Managed Data**” means Services Data from DomainTools’ databases made available to Customer and for which persistent storage and usage by Customer is allowed pursuant to the terms of this Agreement.

“**Permitted Location**” means (a) a server owned and controlled by Customer, addressable only from IP addresses within Customer’s local network and physically located on Customer’s premises; (b) a server owned and controlled by Customer, addressable only by VPN from an IP address within Customer’s local network, and physically located within a secure hosting facility; or (c) a virtual server controlled by Customer and provided by a third party from a physical server located within a secure hosting facility owned or controlled by such third party.

“**Query**” means a request for Services Data submitted by a user of a Service.

“**Services**” means the DomainTools services to which Customer subscribes as identified

in the Service Order, including any Application Program Interface (“API”), tools, software, code, documentation or other materials provided therewith.

“Services Data” means data made available to Customer by a Service.

“Service Order” means a DomainTools’ quote accepted by Customer or other ordering document signed by DomainTools and Customer incorporating this Agreement. For Customer’s purchasing through a reseller “Service Order” also means the ordering document entered into between Customer and reseller, but only with respect to the description of Services, Subscription and Term and any Service specific terms included therein which are consistent with the corresponding order made by reseller and accepted by DomainTools.

“Subscription” means a subscription to a Service for a defined term as specified in an Service Order.

Term” has the meaning set forth in Section 7.

2. Subscription to Services

a. Right to Use. Subject to the terms and conditions of this Agreement, DomainTools grants Customer a limited, non-exclusive, and nontransferable right, during the applicable Term, to (i) access and use the Services through the interfaces provided by DomainTools, and (ii) if software is provided as part of the Services, to install and use such software in executable form, solely for purposes of accessing the Service, (iii) if an API or other tool or technology is provided with the Service, to use the tool or technology solely for the purpose of accessing the Service as directed by DomainTools.

b. Acceptable Use. Customer agrees to use the Services and any Services Data (i) solely for Customer’s internal business purposes (except to the extent product integration is expressly authorized in a Service Order), (ii) solely in connection with cybersecurity; fraud prevention; network and information security; threat detection, prevention, and remediation; law, regulatory, and rights enforcement; and the investigation of illegal acts or threats to safety or security, and (iii) solely in accordance with this Agreement and the applicable Service Order.

c. Restrictions. Customer may not use the Services or any Services Data: (i) in a way prohibited by law, regulation, governmental order, or decree; (ii) to violate the rights of others; (iii) to disparage or harm the reputation of any third-party, (iv) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (v) to generate, distribute, publish, or facilitate spam, malware, malicious code, or items of a destructive or deceptive nature; or (vi) to harm, disable, interfere with, or circumvent any aspect of the Services or impair anyone else’s use of the Services. Customer may not distribute, sublicense, resell, transfer, or make available the Services, Services Data, or any portion thereof, to or for third parties, in each case unless and except as expressly authorized in a Service Order. Additionally, Customer may not, copy, modify, create a derivative work of, reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent applicable law permits it despite these

limitations. Use of any “deep-link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm or methodology, or any similar manual process, to access, acquire, copy, or monitor any portion of the Services, or any Services Data, is prohibited. Customer may not access or use the Services or Services Data for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive service or data set. Without limiting the foregoing, Customer may not use Services Data to train machine learning algorithms or input the Services Data into any generative artificial intelligence (AI) applications. Customer shall not alter the form or content of the Services without the written permission of DomainTools, nor remove, conceal or alter any intellectual property or proprietary rights notices used with the Services. Except for On-Site Customer-Managed Data, which is subject to Section 3(c) below, Customer shall not utilize the Services to create a persistent database or other repository containing Services Data.

d. Account Credentials. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s use of a DomainTools account or the Services.

e. User Access. Users may be required to have a DomainTools account in order to use the Services. Customer will obtain and maintain any consents necessary for DomainTools to provide Customer’s users access to the Services. Customer controls access to the Services by its users and is responsible for their use in accordance with this Agreement.

f. Changes to the Services. DomainTools may make commercially reasonable changes to the Services from time to time. DomainTools will provide Customer with 30 days’ notice before removing any material feature or functionality or discontinuing a Service, unless security, legal or system performance considerations require an expedited removal.

g. Reservation of Rights. As between Customer and DomainTools, DomainTools reserves all right title and interest in and to the Services and the Services Data, and Customer acquires no rights with respect to the Services or the Services Data, by implication or otherwise, except as expressly granted under this Agreement.

3. Service Specific Terms and Conditions

a. Generally. The Service specific terms and conditions set out in this Section 3 apply in each case to the extent a purchased Subscription includes the identified Service components. Additional Service specific terms and conditions may apply as identified in the applicable Service Order.

b. Remote Access APIs. DomainTools may provide Customer with capability to make Queries to certain of the DomainTools databases through the use of a DomainTools API. Customer will be issued one or more API keys which Customer may use solely to access Services during the applicable Subscription Term. Customer is responsible for keeping the API keys confidential. Customer may not exceed API Query limits set forth in the applicable Service Order. Data accessed via APIs and stored for more than 30 days shall

be treated as On-Site Customer Managed Data.

c. On-Site Customer Managed Data.

i. Installation and Access. DomainTools may provide Customer with, or direct Customer to, the basic software and instructions to install and operate an instance of subscribed DomainTools databases, enabling On-Site Customer Managed Data. Customer will not install or use the On-Site Customer Managed Data except as expressly authorized hereunder. Customer may install one copy of the On-Site Customer-Managed Data and may access and use the On-Site Customer-Managed Data, subject to the terms of this Agreement. Customer may also install one (1) inactive backup copy of the On-Site Customer-Managed Data. Customer's initial placement of the On-Site Customer-Managed Data and the backup copy must be approved in writing by DomainTools (email to suffice). Any relocation of On-Site Customer-Managed Data is subject to DomainTools' prior written approval (email to suffice). Database updates will be made available as set forth in the applicable Service Order.

ii. Security Obligations. Customer shall at all times utilize reasonable and appropriate security practices to protect, safeguard, and secure the On-Site Customer-Managed Data against unauthorized access, use or disclosure. Those security practices will include, at a minimum: (A) strong encryption of the full database of On-Site Customer-Managed Data or any significant subset thereof in transit and at rest; (B) segregation of the full database of On-Site Customer-Managed Data or any significant subset thereof from other data (where logical segregation shall be adequate, with implementation of industry standard access controls); (C) ensuring that all computers or servers containing or with access to the On-Site Customer-Managed Data run the current version (including updated virus and threat definitions) of industry standard anti-virus software or intrusion detection software; (D) ensuring that all systems containing the full database of On-Site Customer-Managed Data or any significant subset thereof are protected by fully updated industry-standard firewalls; (E) not placing the full database of On-Site Customer-Managed Data or any significant subset thereof on any portable computer or media; (F) ensuring that only personnel with a need to know for the fulfillment of their duties to Customer will access the On-Site Customer-Managed Data, only to the extent necessary for fulfillment of the duties of such personnel; and (G) establishing and maintaining a system of granular access control (including automatic logging of user access and retention of such logs) to enforce the access limitations described in clause (F).

iii. Deletion. Customer shall promptly delete all On-Site Customer Managed Data, Query results, and any back-ups of these, at the end of the applicable Subscription Term.

d. Security Information Exchange Channels. DomainTools may provide Customer with access to streamed data channels through its private framework (Security Information Exchange (SIE) Channels). Customer will receive access to the SIE Channels through the delivery mechanism set forth on the applicable Service Order or otherwise agreed to by the parties. DomainTools may monitor ingoing and outgoing Internet traffic to and from the SIE to ensure compliance by Customer with this Agreement. Services Data accessed

via SIE Channels may be stored temporarily by Customer, if stored for more than 30 days such data shall be treated as On-Site Customer Managed Data and subject to the requirements of 3.c. above.

e. Take Down Requests. To the extent DomainTools initiates takedown requests to third-parties as a part of the Services, Customer hereby grants to DomainTools a limited, revocable appointment to submit such takedown requests on behalf of Customer (or its affiliates), and agrees to provide written authorizations upon DomainTools' request to confirm DomainTools' authority to submit such takedown requests. Customer understands that DomainTools does not and cannot control the processing of takedown requests or guarantee success.

4. Orders and Payment

a. If Purchasing Directly from DomainTools. Customer will pay DomainTools the fees for a Subscription, and any other amounts due under a Subscription Order, without deduction or setoff. Unless otherwise set forth in a Service Order, Subscription fees shall be invoiced annually in advance and will be payable in U.S. Dollars. Payment shall be due within thirty (30) days of the invoice date in accordance with the remittance instructions provided by DomainTools. Prices are exclusive of tax. All taxes, duties, fees and other governmental charges (other than taxes based on DomainTools' net income) imposed on the Subscription fees will be paid by Customer.

b. If Purchasing through a Reseller. Prices for each Subscription and any invoicing terms and conditions will be established by Customer's reseller. If Customer or reseller chooses to terminate their business relationship, Customer may choose a replacement reseller or purchase a Subscription directly from DomainTools, which may require Customer to accept different terms.

5. Confidentiality

a. Protection of Confidential Information. Each party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own Confidential Information, but with no less than reasonable care. Each party may use the other's Confidential Information solely to exercise rights and fulfill obligations under this Agreement and will disclose such Confidential Information (i) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with any applicable law, regulation, order, or subpoena. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible, uses commercially reasonable efforts to notify the other party and gives the other party the chance to challenge the disclosure.

b. Security. DomainTools employs and will maintain appropriate technical and organizational measures to safeguard the Services, Services Data, and any Customer Confidential Information.

6. Compliance with Laws

a. Compliance with laws. DomainTools will comply with all applicable laws related to the provision of the Services and Customer will comply with all applicable laws related to its use of the Services and any Services Data. In no event shall any advice, suggestion or component of the Services provided by DomainTools be deemed to constitute legal advice. DomainTools is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to online services providers.

b. Independent controllers. Where subject to the General Data Protection Regulation or the United Kingdom data protection laws, each party (i) is an independent controller of any employee (or other Customer agent) personal data Customer provides to DomainTools related to obtaining Services ("**Business Contact Data**") and any personal data in the Services Data, (ii) will individually determine the purposes and means of processing such data; and (iii) will comply with the obligations applicable to it under privacy laws regarding the processing of such data. Either party may transfer such personal data outside of the United Kingdom, the European Union or the European Economic Area only if the party complies with the provisions on the transfer of personal data to third countries under applicable privacy law. In addition, if Customer is subject to the General Data Protection Regulation, the Standard Contractual Clauses (including the International Data Transfer Addendum to Standard Contractual Clauses for the United Kingdom) available at [Standard Contractual Clauses | DomainTools](#) are hereby incorporated into this Agreement and shall apply where there is transfer of personal data between the parties to a country or territory that does not ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data as determined by the European Commission. Customer address and Customer's contact person for purpose of the Standard Contractual Clauses shall be as set forth in the Service Order. In addition, where applicable, Customer shall identify, in the Service Order, its data protection officer and/or its representative in the European Union.

c. Processor. If, as part of a Query, Customer provides personal data of any third party to DomainTools in order to obtain Services, Customer is a controller of said personal data and DomainTools is a processor. DomainTools will not process said personal data other than on and according to Customer's documented instructions and will not process said personal data for any other purpose, unless required by applicable law. DomainTools will not sell said personal data; retain, use, or disclose said personal data for a commercial purpose; or retain, use, or disclose said personal data outside of the direct business relationship between DomainTools and Customer. For clarity, Customer's instructions are to provide Services, which including processing personal data for which DomainTools is a controller, but DomainTools must receive certain personal data from Customer as a processor in order to provide the Services. DomainTools may continue to process the same personal data as a controller that it separately receives from Customer as a processor.

d. Standard Contractual Clauses. The following Standard Contractual Clauses (including the International Data Transfer Addendum to Standard Contractual Clauses for the United Kingdom) are incorporated into this Agreement and shall apply to any transfer of personal data that would be prohibited by data protection laws without the parties agreement to them:

i. For personal data in the Services Data, the Standard Contractual Clauses available at domaintool1stg.wpenginepowered.com/company/standard-contractual-clauses-services-data

ii. For personal data of Customer's employees or agents, the Standard Contractual Clauses available at domaintool1stg.wpenginepowered.com/company/standard-contractual-clauses-customer-employees-agents

iii. For personal data in Customer Queries, the Standard Contractual Clauses available at domaintool1stg.wpenginepowered.com/company/standard-contractual-clauses-customer-queries

Customer address and Customer's contact person for purpose of these Standard Contractual Clauses shall be as set forth in the Service Order. In addition, where applicable, Customer shall identify, in the Service Order, its data protection officer and/or its representative in the European Union.

e. Privacy Notice. The Privacy Notice available at domaintool1stg.wpenginepowered.com/about/privacy-policy, provides additional information regarding processing of personal data by DomainTools.

f. Trade compliance. Each party will comply with all applicable import, sanctions, anti-boycott, and export control laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions issued by the United States and other governments.

7. Term, Suspension, and Termination

a. Term. The applicable Service Order will specify the initial term of each Subscription. Unless otherwise set forth in the Service Order, upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least sixty (60) days prior to expiration (such renewal terms together with the initial term, the "**Term**"). Subscription fees applicable to any renewal term shall increase by a minimum five percent (5%) from the preceding year. Unless otherwise agreed in writing by both parties, the Agreement will expire if, for a period of sixty (60) days, there is no valid and existing Service Order that incorporates its terms.

b. Suspension. A violation of Section 2(b) or (c) of this Agreement, or the failure to timely pay for Services when due, may result in a suspension of the Services. Unless DomainTools believes an immediate suspension is required due to the nature, severity, or impact of the actions involved, DomainTools will provide reasonable notice before suspending a Service.

c. Termination.

i. Subscription. Either party may terminate a Subscription if the other party is in material breach (of this Agreement or any other agreement between the parties) and fails to cure that breach within thirty (30) days after receipt of written notice. If the breach is not capable of being cured within thirty (30) days, the non-breaching party may terminate the Subscription immediately upon written notice. A breach of any Subscription that incorporates this Agreement will constitute a breach of all other Subscriptions that incorporate this Agreement.

ii. Agreement. A party terminating a Subscription for cause may concurrently terminate this Agreement.

iii. Effect of termination. Upon the expiration or termination of a Subscription, Customer's right to access and use the applicable Services will end unless the parties enter into a new Service Order for the Services. If DomainTools terminates a Subscription for Customer's uncured material breach, all unpaid fees related to the terminated Subscription will be immediately due and payable and all rights granted thereunder will immediately terminate. If Customer terminates a Subscription for DomainTools' uncured material breach, Customer, or Customer's reseller as applicable, will be entitled to a pro-rata refund of any fees that it prepaid for the terminated portion of the applicable Term.

8. Indemnity

a. By DomainTools. DomainTools will defend Customer against any claims made by a third party that a Service infringes that third party's patent, copyright, or trademark, or makes unlawful use of its trade secret. In the event an infringement allegation impacts Customer's ability to access or use the Services, DomainTools will (i) obtain the right for Customer to keep using the impacted Service; or (ii) modify or replace the impacted Service with a functional equivalent. If these options are not commercially reasonable, DomainTools may terminate Customer's Subscription and issue Customer, or Customer's reseller as applicable, a pro-rata refund of any fees that it prepaid for the terminated portion of the applicable Term.

b. By Customer. Customer will defend DomainTools against any claims made by a third party that arise from Customer's violation of Sections 2(b) – (e) of this Agreement.

c. Obligations. Each party must notify the other promptly of a claim under this Section 8. The party seeking protection must give the other sole control over the defense and settlement of the claim and give reasonable help in defending the claim. The party providing the protection will reimburse the other for the reasonable out-of-pocket expenses that it incurs in giving that help and pay the amount of any resulting adverse final judgment or settlement.

9. Limitation of Liability

a. Limitation of Liability. The aggregate liability of each party for all claims under a Subscription is limited to the amount paid by Customer for such Subscription during the twelve (12) months prior to the first event giving rise to such liability.

b. Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE.

c. Exceptions. The limits of liability in this section do not apply to violations of the parties' confidentiality obligations under Section 5 or the parties' indemnification obligations under Section 8.

d. Warranty. The Services will meet the terms of the Service Level Agreement available at <https://domaintool1stg.wpenginepowered.com/company/service-level-agreement/>. Customer's sole remedy for breach of this warranty is as provided in the Service Level Agreement. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES AND SERVICES DATA ARE PROVIDED ON AN "AS-IS" and "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOMAINTOOLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. DOMAINTOOLS DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE SERVICES OR SERVICES DATA OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SERVICES OR SERVICES DATA. DOMAINTOOLS DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SERVICES.

10. Miscellaneous

a. Notices. All notices must be in writing and addressed, if to Customer, using the contact information provided in the Service Order, and if to DomainTools, at 2101 4th Avenue, Suite 1720, Seattle WA, 98121, Attn: Legal Department, or by email to legal@domaintools.com. Notice may be given by email, registered mail or by a recognized overnight courier and will be treated as delivered on the date the date shown on a return receipt or courier confirmation of delivery or confirmation of email receipt.

b. Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except that either party may assign this Agreement to an affiliate or in connection with a merger or acquisition of all or substantially all of the assets of the assigning company by providing the non-assigning party with prompt written notice. Any other attempt to assign is void.

c. Publicity. DomainTools may publicly disclose the parties' relationship and use Customer's business name and logo to identify Customer on DomainTools' website and marketing materials.

d. Force Majeure. Neither party will be liable for a failure or delay in performance due to causes beyond that party's reasonable control, such as an act of nature, war, terrorism, or sabotage; an electrical, internet, or telecommunication outage; or acts of regulatory or governmental bodies.

e. Audit. DomainTools may, on reasonable written notice (which shall not be less than



five (5) business days), during reasonable business hours, and subject to any reasonable additional obligations of confidentiality that Customer may impose, and not more than once in any twelve (12) month period, conduct an audit to verify that Customer complies with the terms of this Agreement and in particular in relation to use, access and storage of Services Data. Customer will fully cooperate with such audit.

f. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

g. No Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Nothing in this Agreement will limit a party's ability to seek equitable relief.

h. Severability. If any term of this Agreement is held invalid, illegal, or unenforceable, the rest of the Agreement remains in effect.

i. No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

j. Governing Law and Venue. This agreement is governed by Washington law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

End of Agreement.