Markmonitor Terms

These Markmonitor Terms ("Terms"), any applicable order form, statement of work or other ordering document ("**Order Form"),** and any applicable referenced documents (including the Markmonitor Product/Service Terms and the Markmonitor Operational Materials, as updated by us from time to time, constitute the complete agreement between us (the "**Agreement**") and governs your use of the Products. The Agreement supersedes any prior discussions or representations between the parties. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by us as a courtesy, are excluded, and your use of the Products confirms your acceptance of the Agreement. "**We**," "**our,**" and "**Markmonitor**" means the Markmonitor entity identified in the order form; "**you**" and "**your**" means the Client entity identified in the Order Form.

1. Our Products and Services

(a) Order Form. Your Order Form identifies the products, services, deliverables, and/or data you are purchasing or subscribing to (the "**Products**"), and the quantities, relevant restrictions, charges, and other details of your order (including any referenced documents which may apply to those Products).

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in our Products (including any underlying data model, database, or data set) and any configurations or modifications to our Products ("**Property**"). Property constitutes our valuable intellectual property, confidential information, and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify us if you become aware of any unauthorized use of Property.

(c) Compliance. Each of us shall act in accordance with applicable laws, rules, regulations, export controls, and economic sanctions as they apply to each of us in connection with our provision and your use of our products ("**Applicable Laws**").

(d) Updates. We may change our Products from time to time. If we fundamentally change the Products in a way which adversely impacts your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) Passwords. Your access to certain Products is password protected. Sharing passwords is strictly prohibited. Each of us should maintain industry standard computing environments to ensure that the Property is secure and inaccessible to unauthorized parties.

(f) Usage information. We may collect information related to your use of our Products, services and data including, without limitation, information relating to usage patterns, traffic logs and user conduct associated with or otherwise arising from the performance of our Products, services, and data ("**Usage Information**"). We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement and, to the extent the Usage Information is aggregated and anonymized such that you and your users cannot be identified, may pass this information to our third-party providers where contractually required for the same purposes. In collecting and using such data, we will comply with applicable data protection laws. For the avoidance of doubt, usage information does not apply to the content that you upload to our Products.

(g) Registration Information. We may use your registration information within our business and may make that information publicly available or directly available to third parties, for inspection or for other purposes as required or permitted by Applicable Laws.

(h) Feedback and Knowledge. Where you provide any comments, recommendations, suggestions or ideas, or any other feedback related to our Products ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you, and you will not obtain any rights in our Products. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by us while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(i) Documentation. You may print or download PDF copies of our documentation for your internal use with the products, provided all copyright or proprietary rights notices are retained.

(j) Third-Party Providers. We may offer certain third-party products and services. Such products and services may be subject to the terms and conditions of the third-party provider. We do not make any representations or warranties regarding, and are not liable for, the quality, availability, or timeliness of goods or services provided by third party providers. We do not warrant the accuracy or completeness of any information regarding third party providers.

(k) Domain Names. We do not guarantee you will be able to register, transfer, or renew any particular domain name. We may process domain name transfer requests without requiring proof of ownership and accept no liability in respect thereof.

(l) ICANN and Registry Requirements. By purchasing or requesting domain products or services, you are a domain registrant and subject to ICANN and registry related requirements that apply for all domain registrants, as may be updated from time to time. For a listing of specific requirements, go to: https://markmonitor.com/legal/domain- manage ment-terms-and-conditions. Under the ICANN Registrar Accreditation Agreement ("**RAA**"), we are required to pass certain terms through to you including but not limited to section 3.7.7 of the RAA (currently available at https://www.icann.org/en/contracted-parties/accredited-registrars/registrar-accreditation-agreement). Registry and ICANN provisions take priority to the extent of any conflict with the Agreement.

2. Your obligations

(a) Limited License. You may only use the Products in accordance with the applicable license set out in this Agreement and the relevant product/service terms referenced on the Order Form. You are responsible for all acts or omissions of your users in connection with our Products, and ensuring users comply with the Agreement.

(b) Trademark License. Subject to compliance with the Agreement and solely for the purpose of performing services on your behalf (e.g., domain name registration, transfer, renewal, and management), you grant us a limited, non-exclusive, non-transferable license to use your trademarks, service marks, logos, and trade names (collectively, "**Marks**"). We will use your Marks only as necessary for the performance of our services and in accordance with applicable law. We will not use your Marks for any other purpose without your prior consent. Any goodwill arising from our use of your Marks will inure to your benefit. Upon termination of this Agreement, we will cease using your Marks. For the avoidance of doubt, this license does not grant us any right for public marketing or promotional use.

(c) General Obligations. You must (i) ensure we have up-to-date contact and billing information for your order; (ii) provide detailed, accurate and sufficiently complete information, specifications, and instructions in a timely manner, which we reasonably require to provide the Products, and (iii) perform any additional obligations specified in your Order Form or as may be reasonably required from time to time.

(d) Third-Party Technology. You may only integrate our Products with third-party technology where expressly approved by us in writing, or where expressly permitted in the relevant product/service terms, and you are responsible for procuring, maintaining, and complying with any necessary license for the third-party technology (which is independent of the Agreement and your license to our Products).

(e) Unauthorized Technology. You must not (i) introduce any malicious software into our Property or network; (ii) run algorithms, any computer software or hardware on our Products or network; (iii) download or scrape data from our Products; (iv) perform any text or data mining or indexing of our Products or any underlying data; (v) use our Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use our Products or underlying data to develop or train any artificial intelligence, algorithms or models.

(f) Limitations. You may only use the Products for your internal business purposes and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a Product; or (iii) allow any third-parties or unauthorized users to access, use, or benefit from our Property in

any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

(g) Your Responsibilities. You are responsible for any violation of Applicable Laws, or violation of our or any third-party rights (including unauthorized use) related to (i) your domain names registered through us, your Marks, your content or your instructions to us; (ii) your combination or modification of our Products or other property or use with any other materials; or (iv) your breach of the Agreement. You are also responsible for claims brought by third parties receiving the benefit of our Products through you. If you use our Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse us if we incur costs or suffer losses in the circumstances set out in this clause.

(h) Domain Registration Responsibilities. You warrant and represent that (i) following your instructions will not infringe or violate any third party rights; (ii) when requesting a domain name transfer, you either own the domain name or have the owner's consent to the transfer; (iii) you have the proper authority to bind any third party on whose behalf you are using a Product to the Agreement and ICANN's Uniform Domain Name Dispute Resolution Policy and have received the express consent to all those terms and conditions; and (iv) you will at all times comply with the applicable rules and regulations of the domain name registry operators.

3. Information services

(a) License. Your permitted users may, for your internal business purposes only, view, download and print the data for their own individual use.

(b) Distribution. Users may, on an infrequent, irregular, and ad hoc basis, distribute limited extracts of our data as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a "limited extract' as an amount of data that has no independent commercial value and could not be used as a substitute for any Product (or a substantial part of it) provided by us, our affiliates, or third-party providers. Data may also be distributed: (i) amongst authorized users; (ii) to government and regulatory authorities investigating you, if specifically requested; and (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, provided they are not competitors of Markmonitor.

(c) Attribution. As reasonably required for these purposes, users may quote and excerpt our data in their work, provided they appropriately cite and credit Markmonitor as the source.

4. APIs

When we make our data available to you via API, you must ensure that the data remains behind your firewall and is only accessible to your internal users. If we make an API available to you, you may use our APIs to enable authorized users to use our Products in accordance with the Agreement in conjunction with your own technology systems provided Markmonitor approved accreditations remain visible at all times. Our API keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to Markmonitor, our affiliates or third-party providers. You must demonstrate interfaced systems if reasonably requested by us.

5. Charges

(a) Payment and Taxes. You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within thirty (30) days of the date of invoice, unless otherwise provided on your Order Form. Payment must be in the currency stated on your Order Form. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for past due payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to us such additional amount as will, after such deduction or withholding has been made, leave us with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. You must provide written notice of an invoice dispute within fifteen (15) days of the date of invoice; provided, however, that any portion of a disputed invoice that is not in dispute shall still be paid pursuant to the terms of this section. The parties shall work in good faith to promptly resolve such dispute, and once resolved, payment of disputed invoices will be due immediately.

(b) Refunds. You will not be credited or refunded for any (i) fraudulent or bad faith registration; (ii) loss of a domain dispute via ICANN's Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party; or (iii) reversal decision by a registry.

(c) Non-Payment. If you do not pay domain registration fees within thirty (30) days of notice of non-payment from us, each affected domain registration and all associated legal rights will be transferred to us and/or **the affected domain registrations will be set to "clientHold" this will result in the deactivation of any emails and websites associated with the domain(s)).** We will provide you with thirty (30) days' written notice (via email, in accordance with the Agreement) before setting any domain registrations to "**clientHold**" status. For clarity, these measures are intended to protect Markmonitor from continuing to incur registration, renewal, and related third-party costs in connection with unpaid domain registrations and are not intended to prevent Customer from maintaining its domain portfolio by paying the outstanding amounts due.

(d) Changes. The fees set forth in the Order Form will remain fixed for the duration of the initial term. Following the initial term, we may update our fees by providing you with at least sixty (60) days' written notice. Notwithstanding the foregoing, we may adjust fees at any time to reflect changes in applicable registry costs, which are imposed by third parties and outside of our control. If you receive an electronic request to change our banking account number, please contact **AR@Markmonitor.com** immediately.

6. Privacy

You agree not to supply us with personal data for the purposes of domain registration unless expressly required by a domain name registry (e.g., provide a company email address not a personal email address). If necessary, each of us will at all times collect, disclose, store or otherwise process personal data in accordance with Applicable Laws relating to the use of personal data relating to individuals ("**Data Privacy Laws**"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding, or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain and will require any third-party data processor to maintain appropriate physical, technical, and organizational measures to protect the personal data. You agree that registrant data you supply will be shared on publicly available databases (e.g., WHOIS). You may not use personal data included in the Products to the extent such data was not provided by you or collected by us on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by Applicable Law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. The parties acknowledge that this Agreement does not require or contemplate the processing of Personal Data (as defined under applicable data protection laws). To the extent either party determines that the processing of Personal Data is necessary in connection with the Services, such processing shall not occur unless and until the parties have entered into a mutually acceptable data processing agreement. "Data controller," "personal data' and "process' will have the meaning given in the applicable data privacy laws or the data processing addendum. If you require additional information regarding our privacy policies HERE.

7. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (ii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either party is compelled by a court or government agency to disclose confidential information belonging to the other party, the obligated party shall promptly notify the other party, allowing them the opportunity to seek a protective order or other remedy, unless the court or agency prohibits such notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to our property (including how it is developed and any underlying models or databases) or pricing (but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidence).

8. Warranties and Disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT WE PROVIDE OUR PRODUCTS USING COMMERCIALLY REASONABLE SKILL AND CARE. WE DO NOT GUARANTEE THAT OUR PRODUCTS WILL OPERATE WITHOUT INTERRUPTIONS OR ERRORS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(c) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF OUR PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET OUR PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON OUR PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.

(d) LINKED CONTENT. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THIRD PARTY CONTENT ACCESSIBLE VIA LINKS IN OUR PRODUCTS.

(e) THIRD PARTIES. WE ACCEPT NO LIABILITY FOR THE ACTS OR OMISSIONS OF REGISTRY OPERATORS OR THIRD- PARTY REGISTRARS OR ANY OTHER SERVICES THEY PROVIDE.

9. Liability/Indemnity

(a) Unlimited Liabilities. Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or indemnification or (iv) any other liability, including gross negligence, where not permitted to do so under applicable laws and nothing in the Agreement shall be interpreted to do so.

(b) Excluded Losses. Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental, or exemplary damages, indirect or consequential losses, or anticipated savings.

(c) Limitation. The aggregate liability of each of us (and of any of Markmonitor's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively "**claims**"), will not exceed the amount of any actual direct damages up to the amounts payable in the prior 12 months (or where the claim arose in the first twelve (12) months of the Agreement, the amounts that would have been payable in the first twelve (12) months) for the Product that is the subject of the claim.

(d) Claims. You may not assign, or transfer claims and you must bring claims within twelve (12) months of arising.

(e) No Liability. We will not be responsible for failures or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to our Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery

systems; or (v) other causes not attributable to us. If we learn that our Products failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) Registry Operators. Registry operators accept no liability to you in connection with domain name registration.

(g) Third-Party Intellectual Property. If a third party sues you claiming that our Products as provided by us infringes their intellectual property rights, provided your use of our Products has been in accordance with the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify us in writing of the claim; (ii) supply information we reasonably request; and (iii) allow us to control the defense and settlement. We have no liability for claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third-party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of claims by our customers, including you.

(h) Client Indemnity. You must defend, indemnify and hold harmless us, our affiliates and third party providers and each of our respective subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents, against third party claims arising out of the domain name service provided including but not limited to registration, transfer, local presence, domain masking, domain lock and super lock service, clearance house service, ICP/Recordal Assistance and Real Name Verification Assistance Services in China, and/or use of each domain name by you or on your behalf**.** This clause survives termination or expiry of the Agreement or the applicable data or information service.

(i) Mitigation. Each of us shall take reasonable steps to limit and mitigate any losses, liability, claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity.

(j) Equitable Relief. Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information, or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

10. Term, Termination

(a) Term. The term for the products is described in your Order Form. If no renewal term is included in the Order Form, the Products shall renew for the same time period as the initial term. If either of us does not wish to renew the Products set forth in an Order Form, in whole or in part, they must provide the other with at least thirty (30) days' written notice before the end of the then current term.

(b) Suspension. We may on notice suspend or limit your use of our Products or other property, or terminate the Agreement, (i) if required to do so by a third-party provider, applicable laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third-party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you fail to take the necessary actions or if the issue cannot be resolved within thirty (30) days, we may terminate the Agreement. Charges will remain fully payable during any suspension or limitation resulting from your actions or lack thereof.

(c) Suspension. We may on notice suspend or limit your use of our Products or other property, or terminate the Agreement, (i) if required to do so by a third-party provider, applicable laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third-party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you fail to take the necessary actions or if the issue cannot be resolved within thirty (30) days, we may terminate the Agreement. Charges will remain fully payable during any suspension or limitation resulting from your actions or lack thereof.

(d) Termination. We may terminate the Agreement, in whole or in part, in relation to a product which is being discontinued, on ninety (90) days' written notice. Either of us may terminate the Agreement upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within thirty (30) days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement.

(e) Effect of Termination. Except to the extent, we have agreed otherwise, upon termination, all your usage rights end immediately and you must delete or destroy our Property and, if requested, confirm this in writing. Termination of the Agreement will not (i) prevent your reasonable access to domain assets to move them to a new provider provided that you make reasonable efforts to move such assets as soon as practicable, (ii) relieve you of your obligation to pay us any amounts you owe up to and including the date of termination; (iii) affect other accrued rights and obligations; or (iv) terminate those parts of the Agreement that by their nature should continue. Notwithstanding the foregoing, we are not responsible for your domain names after termination.

11. Force Majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. Third-Party Rights

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. Insurance

We shall maintain the following minimum insurance coverages and limits: (a) statutory workers' compensation in accordance with all federal, state, and local requirements; (b) employer's liability insurance with limits of coverage of $1,000,000: (i) per accident, bodily injury (c) commercial general liability with an aggregate of $2,000,000, and $1,000,000 per occurrence for bodily injury and death and property damage (d) property insurance, covering the hardware and other equipment used by us to provide services under this Agreement; (e) errors and omissions insurance with limits of $5,000,000 per claim and in the aggregate; (f) Cyber Liability Insurance, with a limit not less than US$5,000,000 in the aggregate and (g) umbrella (excess) liability insurance for the above referenced commercial general liability and employer's liability coverage in the amount of US $5,000,000 per occurrence and in the aggregate. Maintenance of insurance as specified in this Agreement shall in no way be interpreted as relieving or increasing our responsibilities or liabilities under this Agreement; and we may carry, at its own expense, such additional insurance as it deems necessary.

14. Information Security

(a) Information Security and Incident Notification. We maintain a comprehensive, written information security and privacy program that complies with applicable laws ("**Information Security Program**"). This Information Security Program includes appropriate physical, technical, and administrative safeguards designed to protect information within our systems used to provide the Products and Services from unauthorized or unlawful destruction, loss, alteration, disclosure, or access.

In the event of a cybersecurity incident that results in unauthorized access to, disclosure of, or disruption of your account(s) or sensitive information within such systems ("**Cybersecurity Incident**"), we will notify you by email as promptly as reasonably practicable, but no later than seventy-two (72) hours after confirmation by our Chief Information Officer or designee that the incident qualifies as a Cybersecurity Incident. The notification will include information reasonably available at the time regarding the nature and scope of the Cybersecurity Incident, the specific information and account(s) affected (to the extent known), and the corrective measures taken or planned.

(b) Security Certifications. We maintain security certifications, including SOC 2 and ISO 27001, verified by an independent, qualified third party. Copies of such certifications may be provided upon reasonable written request (not more than once annually), subject to a mutually executed non-disclosure agreement.

15. General

(a) Assignment and Name Change. You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected. Additionally, if either party undergoes a legal name change, the party undergoing the change agrees to promptly notify the other party in writing. This notification shall include at a minimum the effective date of the name change, any updated contact information, and evidence of the name change (such as a government-issued certificate or other legally recognized documentation). Both parties agree that any name change will not affect the validity or enforceability of this Agreement or the obligations of either party under this Agreement.

(b) Marketing. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations, and related materials with prior written approval.

(c) Amendment. This Agreement may be amended only by a written agreement executed by authorized representatives of both parties.

(d) Enforceability. The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable unless modification fundamentally changes the Agreement.

(e) Performance. We may perform some, or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations, and we remain responsible for their performance.

(f) Headings and Summaries. Headings and summaries are for convenience only and shall not influence the interpretation of the Agreement.

(g) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(h) Governing law and jurisdiction. The agreement and any dispute, difference, controversy, or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the laws of the State of New York without regard to that state's choice-of-law provisions. Disputes concerning or arising from use of your domain names registered with us may be submitted to the jurisdiction of the courts (i) of your domicile; or (ii) to any jurisdiction where we are located.

(i) Domain Name Disputes. You are bound by ICANN's Uniform Domain Name Dispute Resolution Policy, (Uniform Domain-Name Dispute-Resolution Policy - ICANN), as amended from time to time, and any domain name dispute policies that may be adopted at any time by any registry.

(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is the Order Form; the referenced documents (including any specific product/service terms); the remaining provisions of these Terms.

(k) Notices. Notices for us must be directed to **legal@Markmonitor.com**. Each of us may update our notice information upon prior written notice to the other.

Last Updated: August 2026