

CYBERSHIRE LIMITED
SERVICE SCHEDULE FOR DOMAIN NAME MANAGEMENT
(Pertaining to Domain Registration, Renewal and Transfer In)

Cyberstrider is a Trading Style and Brand of Cybershire Limited

THIS SERVICE SCHEDULE is made between:

- (1) **CYBERSHIRE LIMITED** whose registered office is at 20 William James House, Cowley Road, Cambridge, CB4 0WX, United Kingdom ("the Supplier") and
- (2) The person, organisation or entity ordering and buying the services ("the Customer")

The Supplier and the Customer have entered into a Master Agreement ("the Master Agreement") containing the Supplier's general terms and conditions that apply to the provision of the services described in this Service Schedule. This Service Schedule refers to and incorporates the Order Confirmation and the terms of the Master Agreement and must be read in conjunction with the Supplier's Acceptable Use Policy (AUP). The AUP may be subject to change from time to time. It is the Customer's responsibility to ensure they comply with the latest edition of the AUP in force at any given time.

The Customer wishes the Supplier to provide the services described in this Service Schedule and the Order Confirmation as submitted to the Customer.

This Service Schedule constitutes a binding contract between the Supplier and the Customer for the supply of the services described in this Service Schedule.

CYBERSHIRE LIMITED
TERMS AND CONDITIONS FOR DOMAIN NAME MANAGEMENT

1. DEFINITIONS

- 1.1 "The Domain Name" is as specified in the Order Confirmation.
- 1.2 "A Domain Name Server" means a server that hosts the Domain Name.
- 1.3 "The Initial Period" is dependent on what has been ordered by the Customer and specified in the Order Confirmation. Where a new Domain Name is being registered, it is subject to a minimum one (1) year Initial Period starting with the date of this Agreement. Where a Domain Name is Transferring In, it is subject to an Initial Period lasting until the Renewal Period.
- 1.4 "The Registered Details" means the information provided from time to time to the Registry in connection with the registration of the Domain Name or the renewal of that registration.
- 1.5 "The Registry" means the organisation used by the Supplier to register domain names.
- 1.6 "A Renewal Period" means a period beginning on the annual anniversary of the Domain Name registration date at the Registry. In the case of a Domain Name Registration this commences on the expiry of the Initial Period or the expiry of any earlier Renewal Period and lasting for a minimum of one (1) year and as specified in the Order Confirmation. In the case where a Domain Name was a Transfer In, the Renewal Period commences on each annual anniversary of the Domain Name registration date at the Registry and lasts for a minimum of one (1) year and as specified in the Order Confirmation.
- 1.7 "The Supplier's Nominet UK Tag" is an alphanumeric string used to identify the source of e-mail messages to the Registry's automated computer process containing transactions to be applied to the .uk Register Database and is the means by which the Registry identifies the Supplier as being the Customer's agent.
- 1.8 "The Supplier's NIC-Handle" is an alphanumeric string used to by the Registry to identify the Supplier as being the Customer's agent.
- 1.9 Words and phrases defined in the Master Agreement have the same meanings when used in this Service Schedule.

2. INTERPRETATION

This Service Schedule supersedes all prior agreements, arrangements, representations and undertakings between the Supplier and the Customer in respect of its subject matter (except the Master Agreement).

3. THE SERVICES

- 3.1 The Supplier will request the Registry to register/handle the Domain Name.
- 3.2 The Customer appoints the Supplier and authorises the Supplier to act as the Customer's agent for the purposes of registering or handling the Domain Name on behalf of the Customer. The Customer authorises the Supplier on behalf of the Customer:
 - 3.2.1 to enter into a contract between the Customer and the Registry incorporating the Registry's applicable standard terms and conditions from time to time for the registration of the Domain Name;
 - 3.2.2 where possible, and if the Customer is transferring the Domain Name into the Supplier's system, to transfer the registration of the Domain Name from the Customer's current Domain Registry to the Domain Registry used by the Supplier.
 - 3.2.2 for the minimum registration period specified by the Registry to maintain the registration of the Domain Name on behalf of the Customer by promptly notifying the Registry of any change to the Registered Details, by renewing the registration of the Domain Name, and by settling all fees charged by the Registry in connection with the registration, transfer, maintenance or renewal of that registration;

- 3.2.3 to make any declaration on behalf of the Customer required by the Registry in connection with the registration or renewal of the registration of the Domain Name; and
- 3.2.4 to disclose to the Registry all written and unwritten communications to or from the Customer.
- 3.3 The Customer does not authorise the Supplier to cancel the registration of the Domain Name or to transfer that registration to any third party.
- 3.4 If the Customer wishes to change the Registered Details, the Customer will notify the Supplier immediately and [subject to condition 3.5] the Supplier will contact the Registry accordingly.
- 3.5 If the Customer wishes to change the Registered Details of any Domain Name Server provided to the Supplier under condition 6.3 below, or if the Customer requests the Supplier to release the Domain Name registration from its association with the Supplier:
 - 3.5.1 the Supplier will not be obliged to (but at its option may) make the requested change, or so release the registration, unless all monies owed to the Supplier by the Customer under this Service Schedule have been received by the Supplier in full, and in that case the Supplier must make the requested change or release the Domain Name registration from its association with the Supplier; and
 - 3.5.2 the Supplier will not be obliged to (but at its option may) make the requested change, or so release the registration, unless all the procedures as requested by the Supplier have been completed by the Customer in full, and in that case the Supplier must make the requested change or release the Domain Name registration from its association with the Supplier; and
 - 3.5.2 where the Supplier agrees to or is obliged to make a change in the registered details of any Domain Name Server hosting the Domain Name or to release the Domain Name registration under condition 3.5.1 above, the Supplier must make the change or release the registration from its association with the Supplier's Tag within seven (7) days after that agreement or the Customer's request, as the case may be and subject to the Registry's own limitations, procedures and timescales.
- 3.6 The authorities contained in condition 3.2 above will continue for the duration of this Service Schedule and, whilst this Service Schedule continues, will be irrevocable.
- 3.7 The Customer will be free to appoint or authorise anyone else to register any other domain name in any Registry, but its doing so will not affect or revoke the authorities given in condition 3.2 above.
- 3.8 This Service Schedule does not oblige the Supplier to provide any Internet connection, access or other Internet related services. If the Customer wishes to obtain these from the Supplier, any agreement for those services made between the Supplier and the Customer will be the subject of a separate Service Schedule.

4. CHARGES AND PAYMENT

- 4.1 The Charges for the Services are listed on the Supplier's web site and in the Order Confirmation.
- 4.2 The Customer will pay the Charges as follows, using any of the payment methods available via the online ordering process:
 - On acceptance of this Service Schedule: 100% of the Initial Fee (Registration fee, or where applicable Transfer In fee);
 - On the first and each subsequent Renewal Period: 100% of the Renewal Fee
- 4.3 The Supplier may, at its option, instruct the Registry to invoice the Supplier or the Customer direct for any fees due to the Registry.
- 4.4 The Customer will reimburse the Supplier on demand for all registration, renewal and other fees charged by any Registry and paid by the Supplier in connection with the Domain Name or the provision of the Services to the Customer.
- 4.5 If any amount payable to the Supplier by the Customer is not paid in cleared funds by the due date then (without prejudice to the Supplier's other rights and remedies), the Supplier shall be entitled to immediately suspend any or all of the Services or immediately terminate this Service Schedule.

5. **DURATION**

This Service Schedule will take effect on its date and will remain in force until the expiry of the Initial Period and will then continue for consecutive Renewal Periods until terminated by the Supplier or the Customer giving at least 90 days written notice to the other to expire at the end of the Initial Period or at the end of the first or any later Renewal Period, or until terminated under any other provision of this Service Schedule or the Master Agreement.

6. **THE CUSTOMER'S OBLIGATIONS**

- 6.1 The Customer acknowledges that any Registry may allow other organisations and members of the public to access the Customer's Data for the purpose of obtaining information about the registration of the Domain Name.
- 6.2 The Customer will comply with the terms and conditions imposed by the Registry in relation to the Domain Name. These are linked to from the Supplier's web site.
- 6.3 Unless the Services include the provision by the Supplier of a primary and secondary Domain Name Server, the Customer will ensure that it has, and provides the Supplier with details of, a primary and a secondary Domain Name Server for the Domain Name. The Customer will promptly notify the Supplier of any change to the details it provides to the Supplier under this condition.
- 6.4 The Customer is advised to read the terms and conditions of the Registry and to familiarise itself with those terms, particularly those covering the use and disclosure of personal data. If the Customer fails to comply with any of those terms and conditions, the Customer's registration may be cancelled or suspended.
- 6.5 The registration of a domain name does not, in itself, create any proprietary right in the name used as a domain name.

7. **EFFECT OF TERMINATION**

Conditions 2, 3.5.1, 3.5.2, 4.3, 4.4, 6.1, 6.2, 6.5, 7, 8 and 9 will survive the termination of this Service Schedule and continue indefinitely.

8. **CUSTOMER'S WARRANTIES**

- 8.1 The Customer warrants to the Supplier that neither the registration of the Domain Name nor any use of the Domain Name will infringe the Intellectual Property Rights or other rights of any third party.
- 8.2 The Customer will indemnify the Supplier and keep the Supplier indemnified against all costs, claims, expenses, and liabilities incurred or suffered by the Supplier in the course of acting on behalf of or as agent for the Customer, including, without limitation, all fees payable by the Supplier to any Registry in relation to the Domain Name.
- 8.3 The Customer warrants to the Supplier that the Customer has not been induced to enter into this Service Schedule by any warranties or representations except as specifically contained in the Master Agreement or this Service Schedule as warranties. The Customer waives any claim for breach of any representation and for any misrepresentation, except in respect of any fraudulent misrepresentation.

9. **THE SUPPLIER'S LIABILITY**

- 9.1 Subject to condition 12.9 of the Master Agreement, the liability of the Supplier whether in contract or in tort (including negligence) or in any other way in connection with this Service Schedule or the Services, will be limited to damages which will not exceed, in aggregate, 100% of the fees paid by the Customer to the Supplier in the previous twelve (12) months under this Service Schedule.
- 9.2 The Supplier does not warrant or represent that the Domain Name will be registered by any Registry or will continue to be available for use by the Customer. Nor does the Supplier warrant or represent that the use of any domain name will not infringe the Intellectual Property Rights or any other rights of any third party.
- 9.3 The Supplier accepts no responsibility for the use or consequences of any use of any domain name, in particular for any conflict with or infringement of trademarks, service marks (registered or unregistered), or with any other rights.
- 9.4 The Customer acknowledges that the exclusions and limitations on the Supplier's liability in this Service

Schedule and those in the Master Agreement have been drawn to the Customer's attention and that the Supplier is willing to undertake greater liability provided the Supplier is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.