

GENERAL TERMS

1. APPLICABILITY

These General Terms (the "Agreement") are an integral part of the Reseller Contract between Reseller and EPAG Domainservices GmbH ("EPAG"), each a "Party" and, together, the "Parties".

2. DEFINITIONS

In these General Terms when the following capitalized words are used:

Acceptable Use Policy means EPAG's acceptable use policy as amended from time to time (currently www.ascio.com/acceptable-use-policies);

Account Manager means the person appointed by EPAG to have overall responsibility and day-to-day conduct of the Services to Reseller;

API means the application programme interface through which Reseller may interact with the EPAG Platform;

EPAG IP shall have the meaning set out in clause 7.1;

EPAG Platform the high-end technology product and service platform for the management of all transactions performed by Reseller;

EPAG Portal means the web-based portal (available at <https://portalx.ascio.com/login>) providing ancillary support and information for Reseller relating to the Services;

Confidential Information means any and all information of a confidential and/or proprietary nature regarding or relating to the Parties or their affiliates (including technical and commercial information, know-how, sensitive business and financial information, including financial information in rate cards), which is obtained by or provided to a Party, whether in writing, orally, visually or in any other form;

Customer Services means EPAG's dedicated customer services team, processing transactions for Reseller arising from Reseller Contract;

Data Protection Legislation means any and all acts applicable to the processing of personal data and privacy under the Federal Data Protection Law and/or other national legislation on data protection implementing the applicable EU Data Protection Directive 95/46/EC (as amended from time to time);

Documentation means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied either in hard copy format or available on the EPAG Portal;

Effective Date means the date set out in the Reseller Contract;

Fees Appendix means the agreed fees and charges for the provision of Services by EPAG (available at <https://portalx.ascio.com/accounting/pricelist>);

Force Majeure Event means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including but not limited to acts of God, acts of government,

flood, fire, earthquake, tornadoes, civil unrest, terrorism or threatened acts of terrorism, strikes, failure of any communications, telecommunications or computer systems or inability to obtain energy supplies;

Intellectual Property Right means (a) copyright, rights affording protection similar to copyright, utility models, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses, and other rights in trade names, designs, know-how, trade secrets, and Confidential Information, including under marketing legislation; (b) applications for registration, and the right to apply for registration, of any of the rights listed in item (a), that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction in the world;

Licence and Support Fees shall have the meaning set out in clause 4.1;

Reseller shall have the meaning as set out in the Reseller Contract;

Reseller Account means the Reseller's designated account within the EPAG Platform;

Personal Data shall have the meaning set out in Data Protection Legislation;

Privacy Policy means EPAG's privacy and security policy as amended from time to time (currently <http://www.ascio.com/privacy-policy>);

Services shall have the meaning set out in the Recitals of the Reseller Contract;

Service Agreement means the individual service agreements incorporated by the Reseller Contract specifying EPAG's products and services;

Term means the term set out in clause 14.1;

Transaction Fees shall have the meaning set out in clause 4.1;

VAT means value added tax or such other sales tax applicable to the Services; and

Working Day: weekdays (Monday to Friday inclusive) from 9 a.m. to 5. p.m. CET excluding local and national holidays in Germany.

3. SERVICES

3.1 From the Effective Date, EPAG shall provide the Services to the Reseller. EPAG may assign an Account Manager to the Reseller, who will be Reseller's contact person in relation to all matters pertaining to EPAG's delivery of the Services. Additionally, EPAG provides Reseller with access to Customer Services to enable Reseller to benefit from and fully exploit the Services. EPAG shall provide all contact details as required to enable Reseller to effectively use the Services.

3.2 EPAG shall provide to Reseller (i) the API and Documentation to enable Reseller to integrate into its systems the EPAG Platform (ii) a user account with password to enable Reseller to access and use the

- EPAG Portal and (iii) such other technical access from time to time applicable for any additional Service provided by EPAG. Reseller is fully responsible for the technical integration to the EPAG Platform. EPAG shall respond in a timely manner to technical questions concerning the API, Documentation and user credentials but full technical implementation support shall only be provided by EPAG subject to additional agreement.
- 3.3 Reseller shall be able to access the Services via the EPAG Platform, EPAG Portal and by email to Customer Services.
- 3.4 EPAG shall provide technical, maintenance and support.
- 3.5 From time to time, EPAG may introduce new products and services and provide a test environment to Reseller prior to release.
- 3.6 If a Reseller's customer elects to use a Trustee Service in a situation where a TLD's registration policy requires a local representative for non-residents, the General Terms and Conditions for Local Presence Services/Trustee Services will apply (available at https://www.ascio.com/sites/default/files/pdf/EN-GTC_Trustee_Service_2016-3.pdf).
- 3.7 The person named as Registrant on the Whois shall be the "Registered Name Holder." The person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registered Name Holder with the authority to manage the domain name. Reseller shall ensure that the Registered Name Holder agrees to only transfer ownership of the domain name to another person (the "Transferee") if both the current and the prospective Registered Name Holder have explicitly agreed to the change of ownership before the start of the transaction. Reseller shall ensure that the Registered Name Holder agrees that, prior to transferring ownership of the domain name to another person, the Registered Name Holder shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determined by EPAG in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Reseller shall ensure that the Registered Name Holder explicitly authorizes EPAG to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf. EPAG reserves the right not to execute orders to change the domain owner, to cancel such orders, or to revert such orders in cases of justified disbelief.
- 4. PRICE AND PAYMENT TERMS**
- 4.1 EPAG shall charge the Reseller (i) any applicable licence and support fees as set out in the Reseller Contract and (ii) the fees for the provision of the Services in accordance with the Reseller Contract.
- 4.2 Unless otherwise agreed in a Reseller Contract, Reseller shall pay for all Transaction Fees in advance through funding the Reseller Account with sufficient funds to process any requested transactions. On or within 7 (seven) days of the Effective Date, Reseller shall pay into the Reseller Account, an amount equivalent to the anticipated monthly transaction value agreed between the Parties, however not less than the minimum payment set out in the Reseller Contract. EPAG shall deduct the applicable amounts from the Reseller Account on successful completion of a requested transaction. EPAG shall provide Reseller with a monthly statement setting out all successful transactions made in the previous calendar month funded through the Reseller Account.
- 4.3 All fees are fixed and payable in the currency stipulated by EPAG. All duties and other taxes, which exist at the time of signing, with the exception of VAT, are included. Any VAT applicable to the fees shall be added.
- 4.4 The Reseller Account is subject to the following conditions:
- (i) EPAG shall operate the Reseller Account and deduct Transaction Fees due and payable in accordance with the applicable Reseller Contract. Reseller shall update the Reseller Account at least once every month so that the funds deposited by Reseller cover at least the projected transactions expected to be made by the Reseller in a rolling forty-five (45) day period. Reseller is entitled to perform two payments to the Reseller Account each calendar month without administrative costs. In the event that the frequency of payments is higher, EPAG may charge an administration fee of EUR 15 for each payment. It is the responsibility of Reseller to ensure that the Reseller Account contains sufficient funds at all times to perform the applicable transaction.
- (ii) In the event that the funds in the Reseller Account (a) fall below EUR 0 at any time or (b) are insufficient to carry out the requested transaction under any individual Service Agreement, EPAG shall submit a Reseller Account closure warning notice informing Reseller to ensure adequate funds are transferred to the Reseller Account within four (4) Working Days of the date of the closure warning notice. EPAG shall have the right not to process any requested transaction until such time as there are sufficient funds in the Reseller Account.
- (iii) Unless Reseller has transferred adequate funds within the time frame stipulated, the Reseller Account is automatically closed with immediate effect and the individual Service Agreement shall specify the consequences that shall apply.
- 4.5 EPAG may allow Reseller to re-open the Reseller Account subject to full payment of any outstanding amounts plus (i) a re-opening fee of EUR 250 to EPAG and/or (ii) funding the Reseller Account as specified by the terms of this clause 4. Reseller shall

duly inform EPAG of any payments by email in order to ensure timely updates of the Reseller Account.

- 4.6 All costs incurred in connection with the payment of any fee or amount due as well as bank transfer of such shall be borne solely by Reseller. In the event of late payment, the Reseller shall pay default interest of 2% per month of the outstanding amounts until payment of the due amount.
- 4.7 EPAG shall provide Reseller with the applicable banking details to fund the Reseller Account on the EPAG Portal.
- 4.8 EPAG shall be permitted to increase its prices at any time and shall provide a minimum of thirty (30) days written notice to Reseller prior to such increased prices taking effect. Additionally, EPAG shall be permitted to increase any fees with immediate effect by the amount of any increase in any third party fees which EPAG is required to pay to provide and/or perform the Services or in the event of any significant currency fluctuations.
- 4.9 In case of default in payment, EPAG shall be entitled to exclude the Customer from using their services in accordance with § 45k of the German "Telekommunikationsgesetz" (Telecommunications Act, "TKG"). In this case, the Customer will, along with the reminder, receive notice of the fact that he might be excluded from the service and has the option to recourse to legal relief.

5. RESELLER'S OBLIGATIONS

- 5.1 Reseller shall at all times comply and ensure that its customers comply with the Acceptable Use Policy. EPAG shall provide reasonable notice of any change to the Acceptable Use Policy to the Reseller and any continued use of the Services shall constitute Reseller's acceptance of any revised Acceptable Use Policy. Reseller shall expressly prevent its customers from sending any kind of unsolicited bulk email ("spam") or disseminating any type of malware.
- 5.2 Reseller is fully responsible for all acts or omissions of any person using the API, Documentation, EPAG Platform and/or the EPAG Portal and shall keep its username, password, security phrase and any other access details secure. Reseller must notify EPAG immediately in the event of an actual or suspected security breach concerning any aspect of the Services provided by EPAG, including Reseller's username, password, security phrase or any other access details, and take such steps as are notified by EPAG to remedy and/or mitigate the security breach.
- 5.3 EPAG reserves the right to temporarily suspend Reseller access to the API, EPAG Platform, EPAG Portal and/or any other service if (i) EPAG reasonably considers that the security has been compromised in any way, (ii) they have been subject to malicious use, whether by the Reseller or any third party and/or (iii) any immediate threat to the security of the API, the EPAG Platform and/or the EPAG Portal exists. EPAG shall use reasonable endeavours to restore Reseller's access as soon as practicable.

6. WARRANTIES

- 6.1 EPAG warrants that (i) it has the necessary skills, qualifications and resources to perform its obligations, (ii) it will deliver and perform the Services to Reseller with all reasonable skill and care, (iii) it has the legal right and authority to provide the Services to Reseller, (iv) it owns the Intellectual Property Rights in, or has the necessary licenses to, the EPAG IP to enable exploitation by Reseller (v) the Services will not infringe the Intellectual Property Rights of any third party (vi) the Services will comply with all applicable law and (vii) it will use reasonable skill and care to rectify any faults.
- 6.2 Reseller warrants that (i) it has the power and authority to enter into the Agreement, (ii) its instructions and use of the Services will comply with all applicable law, (iii) the Reseller will not infringe any of the EPAG IP or other legal rights of any third party, (iv) it shall at all times comply with the Acceptable Use Policy.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All materials, Documentation and Intellectual Property Rights owned by EPAG or its third party licensors, including in the API, EPAG Platform, EPAG Portal and any other developed software, firmware, equipment, products, methodologies, processes and know-how, as well as any derived work of such material, intellectual property and IPRs (developed as part of the Services to Reseller), shall be and shall remain the property of EPAG or its third party licensors ("EPAG IP"). Reseller shall not at any time assert any rights or make any claim to any of the EPAG IP.
- 7.2 EPAG hereby grants to the Reseller, during the Term only, a personal, non-exclusive, non-transferable, non-sublicensable, worldwide licence solely to enable Reseller to facilitate transactions with Reseller's customers to (i) use and integrate the API with Reseller's own technical solutions (ii) use and access the EPAG Platform and the built-in functionalities and (iii) use and access the EPAG Portal. Reseller shall be permitted to make any reasonable number of copies of the Documentation and distribute internally to its employees and contractors to make use of the Services.
- 7.3 Reseller shall not, without EPAG's prior written agreement, (i) commercially exploit the EPAG IP, including making it available, sell, resell, distribute, sub-licence or in any way offer to any third party any technical solution developed by Reseller which incorporates the API, or (ii) disclose the EPAG IP to any third party (iii) use the EPAG IP for any other purpose than as expressly authorised under this Agreement, (iv) save as permitted by law, modify, alter, create derivative works, reverse engineer, decompile or disassemble the API, (v) disclose or provide access to the EPAG Platform and/or EPAG Portal to any third party.
- 7.4 If a third party claims that any part of the Services infringes the Intellectual Property Rights of such third party, EPAG shall, in its sole discretion, be entitled to: (i) obtain an adequate license to continue to provide the Services, and/or (ii) stop the infringement by

modifying the Services, including replacing any infringing software or technology with software or technology with the same or similar functionalities as the infringing software. If EPAG is unable to remedy this defect within a period of 60 (sixty) days from notification of any claim, the Reseller shall be entitled to terminate the Agreement with immediate effect.

- 7.5 EPAG shall indemnify and keep indemnified the Reseller against all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising from any third party claim against the Reseller for infringement and/or alleged infringement of any Intellectual Property Right arising from the provision of the Services to the Reseller including but not limited to claims of Intellectual Property Rights infringement arising from any EPAG IP.

8. INDEMNITY CLAIMS

- 8.1 In the event that any Party is required to indemnify the other Party by virtue of this Agreement, the indemnification obligation is subject to the conditions that the indemnified Party: (i) will notify the indemnifying Party in writing immediately upon becoming aware of such claim (ii) will allow the indemnifying Party to conduct all negotiations and proceedings and will provide the indemnifying Party with such reasonable assistance required by the indemnifying Party, each at the indemnifying Party's cost, regarding the claim; and (iii) will not, without the indemnifying Party's written consent, make an admission relating to the claim.

9. PERSONAL DATA

- 9.1 With respect to the processing of Personal Data by EPAG, the Privacy Policy shall apply which the Reseller has read, understood and accepted. The Reseller shall comply with any data collection, retention, publication and customer acceptance with regard to Personal Data required for EPAG to fulfil the Services as specified in the individual Reseller Contract.
- 9.2 Both Parties shall implement appropriate technical and organizational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
- 9.3 Both Parties shall promptly inform the other if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Party making the notification will restore such Personal Data at its own cost and expense.

10. LIMITATIONS ON LIABILITY

- 10.1 Each Party shall be liable to the other Party for all losses arising out of or relating to the performance or non-performance of its obligations under the Agreement in accordance with the general principles of German law with the limitations set out below.
- 10.2 EPAG shall not be liable for any indirect and/or consequential losses or damages suffered by the Reseller, including (i) any claims for loss or damages

by Reseller's customers, (ii) loss of profits or loss of revenue, (iii) loss of reputation or goodwill, (iv) loss of anticipated savings, and (v) loss of data.

- 10.3 EPAG's aggregate liability in respect of matters arising under or in connection with the Agreement, whether arising in tort, for breach of contract or otherwise, shall for one event or series of related events be limited to (i) EUR 4,000,000 in respect of the indemnity set out under clause 7.5 of these General Terms, and (ii) in respect of any other matter, a total amount corresponding to the total of Transaction Fees (exclusive of VAT) invoiced by EPAG under the applicable Service Agreement in the twelve (12) month period preceding the claim.
- 10.4 EPAG shall not be liable for any damage or defects in the Services or parts thereof in relation to any failure in service or suspension of operations that have been caused by (i) improper use and/or installation of the API (ii) power failure and/or interruptions of operation relating to matters outside EPAG's control, (iii) sabotage or vandalism, (iv) denial-of-service attacks, distributed denial-of-service attacks, hacker attacks, viruses, malware or other technological harmful material, and/or (v) any court order.
- 10.5 Notwithstanding clauses 10.3 and 10.4, EPAG's liability shall not be limited or excluded for fraud or fraudulent misrepresentation, theft, or willful misconduct by EPAG or its employees.

11. CONFIDENTIALITY

- 11.1 Each Party shall, at all times during the Term and for a period of five (5) years after termination or expiry of the Agreement, keep confidential the terms of the Agreement and any Confidential Information of the other Party, except for information, which:
- (i) prior to the date of disclosure, was generally available to the public or subsequently becomes generally available to the public through no wrongful act on the part of the receiving Party, or anyone for whom the recipient Party is responsible; or
 - (ii) prior to the date of disclosure, was in the recipient Party's possession (as evidenced by written records) or subsequently has been independently developed by employees, who have not had access to Confidential Information; or
 - (iii) is disclosed to the recipient Party by a third party who is lawfully in possession thereof and has a lawful right to make a disclosure to the general public; or
 - (iv) is required to be disclosed pursuant to legislation or by order of a competent court or governmental authority, provided that the recipient Party (i) without undue delay after becoming aware of such requirement notifies the disclosing Party thereof, thus permitting the disclosing Party to seek a protective order or take other appropriate legal action; (ii) only discloses that portion of the Confidential Information that is legally required to be disclosed; and (iii) exercises reasonable efforts to obtain assurance that Confidential Information, which is disclosed, receives confidential treatment.

12. FORCE MAJEURE

Either Party may claim relief from liability for non-performance of its obligations to the extent this failure is due to a Force Majeure Event. Force majeure in the case of delay can only be claimed for the number of working days for which the Force Majeure Event persists. The Parties shall use best endeavours to resume performance as soon as the Force Majeure Event has ceased.

13. SUBCONTRACTING

EPAG is entitled to use sub-contractors in the provision of the Services. Notwithstanding this, EPAG shall remain fully responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-suppliers, as if such acts and omissions were performed by EPAG itself.

14. TERM AND TERMINATION

- 14.1 Each Service Agreement commences on the Effective Date and shall continue for a period of 1 (one) year, renewing automatically for subsequent periods of 1 (one) year on expiry of the then current period in force until terminated by either Party in accordance with provisions set out below.
- 14.2 Subject to any agreed period of non-terminability set out in any Service Agreement, each Party shall be entitled to terminate the Agreement for convenience wholly for all Service Agreements or partially in respect of an individual Service Agreement, by giving three (3) months' written notice, to be delivered at any time.
- 14.3 In the event of a material breach of the Agreement, the Party not in breach shall be entitled to terminate the Agreement for cause by giving written notice of termination to the Party in breach, provided the Party in breach has been granted a reasonable cure period considering the nature of the breach, but in any event not more than fourteen (14) days (provided the breach is capable of remedy). It is hereby agreed that the following matters shall be considered to be a "material" breach: (i) breach of any exclusivity obligation (ii) Reseller not taking adequate steps to ensure the security of EPAG's information or (iii) Reseller facilitating a breach of EPAG's security conditions. In addition, the applicable Service Agreement may also specify specific events deemed to be considered a "material" breach.
- 14.4 To the extent permitted under applicable law, either Party may terminate the Agreement by written notice, without penalty or other liability, if the other Party enters into bankruptcy, suspension of payments, a compulsory and/or voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on its business, or any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings are initiated by or against the other Party.
- 14.5 The following clauses of these General Terms shall survive termination of the Agreement: Clauses 4, 7, 8, 9, 10, 11 and 16.

- 14.6 Subject to any deductions under the provisions of this Agreement or any withheld amounts relating to any dispute between the Parties, the balance of the Reseller Account solely in relation to advance Transaction Fees shall be refunded to Reseller without interest within thirty (30) days upon final cessation of contractual relations. No refunds shall be made with respect to Licence and Support Fees.

15. AMENDMENTS

EPAG shall be entitled to change any terms in the Agreement including any Services at any time by giving Reseller three (3) months' notice. Following the expiry of the notice period, the change shall take effect.

16. GENERAL PROVISIONS

- 16.1 To the extent allowed by law, EPAG excludes all conditions, terms, representations and warranties, whether imposed by statute or law or otherwise, that are not expressly stated in the Agreement.
- 16.2 If any provision of the Agreement is held to be unenforceable in any respect by a court of competent jurisdiction, then that provision is, if permitted by law, to be construed by modifying it to the minimum extent necessary to make it enforceable, or if not permitted, to be disregarded. If disregarding a provision would result in a material failure of the essential purpose of the Agreement the entirety of the Agreement shall be held unenforceable.
- 16.3 Only EPAG and Reseller derive rights and obligations from the Agreement. No other legal entity shall be bound by the provisions of the Agreement or be entitled to contractually bind a party by its communication with the other party, e.g. by giving any consent, notice, demand, etc. under the Agreement.
- 16.4 The failure to exercise or delay in exercising any right or remedy under the Agreement by either Party shall not constitute a waiver of the right or remedy.
- 16.5 Upon entering into this Agreement, all prior agreements, understandings and communications between the Parties regarding the subject matter of the Agreement, including previous agreements, shall be disregarded and be deemed to have been superseded by this Agreement as of the Effective Date. All claims between the Parties pertaining to a previous agreement up to the Effective Date shall be dealt with pursuant to such agreement only.
- 16.6 Any legal notices between the Parties shall be in writing and shall be effective upon receipt by either (i) registered email with proof of delivery, or (ii) personal delivery. Notices shall be sent to the Parties' registered addresses.

17. GOVERNING LAW AND JURISDICTION

The Agreement, including its validity and the rights and obligations of the Parties under the Agreement, shall be interpreted and governed by, and any dispute arising out of or in connection with the Agreement shall be resolved by the German courts in accordance with, the laws applicable in Germany, except for (i)

CISG and (ii) German International Private Law principles leading to the application of other law than German law.

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