



## HOSTED EXTERNAL DNS SERVICE TERMS AND CONDITIONS

YOUR ACCESS TO AND USE OF BLUECAT HOSTED EXTERNAL DNS SERVICE, AS SET-OUT IN ONE OR MORE PURCHASE ORDER(S), IS SUBJECT TO (I) THE TERMS AND CONDITIONS HEREIN, AND (II) THE LICENSE AGREEMENT PREVIOUSLY AGREED TO BY YOUR ORGANIZATION (“CUSTOMER”), OR IF NONE, THEN TO THE MASTER AGREEMENT, AVAILABLE AT [HTTPS://WWW.BLUECATNETWORKS.COM/LICENSE-AGREEMENTS/](https://www.bluecatnetworks.com/license-agreements/).

1. **Hosted External DNS Services.** Subject to payment of Hosted Services fees, BlueCat shall provide the Hosted Services upon the terms and conditions set forth herein. “Hosted Services” means the hosted external DNS services available from BlueCat from time to time.
2. **Term.** Hosted Services are renewed annually at the then current fee and may not be cancelled with less than sixty (60) days’ notice prior to the renewal date. Once paid, Hosted Services fees are non-refundable.
3. **Monitor of Use.** BlueCat reserves the right to monitor Customer’s use of the Hosted Services to ensure compliance with the terms herein. BlueCat shall invoice Customer for any over-usage of the Hosted Services at BlueCat’s then-current price.
4. **Customer Warranties.** Customer represents and warrants that it is the registrant or duly authorized representative with respect to any domain names submitted to BlueCat in connection with the Hosted Services and that it has all right, title and interest to use the data which Customer provides to BlueCat to perform the Hosted Services. Customer further acknowledges and warrants that (a) it is entirely responsible for all content and information directly or indirectly delivered to or passed through BlueCat by the Customer, its customers or end users, and (b) BlueCat exercises no control over and accepts no responsibility for such content or information.
5. **BlueCat Warranty.** BlueCat warrants that the Hosted Services will be delivered substantially as described in the Service Levels identified below. BlueCat does not warrant the Hosted Services against malfunction or cessation of internet services by internet providers or of any of the networks that form the internet which may make the Hosted Services temporarily or permanently unavailable.
6. **Warranty Remedy.** Upon a valid deficiency claim by Customer pursuant to Section 5, BlueCat shall provide a credit for future Hosted Services as set forth in such Section 8.
7. **Customer Indemnity.** At its own cost, Customer shall indemnify and defend BlueCat, its affiliates and licensors against any and all third party claims or demands that any information, data or other content passing through the Hosted Services to or from Customer, its customers or end users or resulting from or in connection with Customer’s or its customer’s or end user’s use of the Hosted Services: (a) infringe any third party intellectual property rights; (b) violates the acceptable use of the Hosted Services set out herein; (c) is defamatory, libelous, slanderous, obscene or unlawful or violates a third party’s rights, privacy or enjoyment of the Hosted Services; provided: (i) BlueCat has promptly notified Customer of such claim and Customer is not prejudiced by any delay by BlueCat, or if Customer is prejudiced by any delay by BlueCat, Customer’s obligation to indemnify shall be reduced to the extent prejudiced by the delay; (ii) Customer shall have full control over the defense of the claim, provided that any settlement or resolution entered into by Customer shall not require any admission of liability or any payment by BlueCat; (iii) BlueCat has not made any admission against Customer’s interests and has not agreed to any settlement of any claim or demand without Customer’s consent; and (iv) BlueCat shall cooperate with Customer in the defense of the claim, at Customer’s expense.

## 8. Service Level Agreement.

- (a) During the term of the Master Agreement, BlueCat shall provide Customer with access to Resolution Services without any Service Outages each month (the “**Performance Objective**”). “**Resolution Services**” means the ability to receive and answer well-formed DNS queries along all IP addresses on standard ports with 100% availability.
- (b) “**Service Outages**” means that the Resolution Services were available less than 100% and shall specifically exclude (i) unavailability of the Resolution Services due to Customer’s misuse of the services, negligent or unlawful acts committed by Customer or its agents, acts or omissions of Customer’s domain name registrar, unavailability of the Customer’s network, and force majeure events; and (ii) suspension of the services by BlueCat in accordance with the terms herein. BlueCat, in its sole and reasonable discretion, shall determine whether an event is considered a Service Outage.
- (c) Upon Service Outages lasting, in aggregate, less than four hours during a calendar month, Customer shall be entitled to a credit to be applied towards the next monthly invoice equal to the pro-rated charge for one day of Resolution Services. Upon Service Outages lasting, in aggregate, more than four hours during a calendar month, Customer shall be entitled to a credit to be applied towards the next monthly invoice equal to the pro-rated charge for one week of Resolution Services.
- (d) All Service Outages and all claims for credit must be reported by Customer to BlueCat within thirty days of the event giving rise to the claim. Customer shall provide to BlueCat all relevant details and documentation supporting its claim of a Service Outage to allow BlueCat to investigate the claim.
- (e) Upon failure by BlueCat to maintain 99.9% uptime (as measured on a monthly basis) of Resolution Services for three consecutive months, Customer may terminate the Hosted Services.
- (f) Credits may only be used towards Hosted Services fees. Customer’s sole and exclusive remedy in the event BlueCat fails to meet the Performance Objectives is to receive credits as set forth herein and BlueCat shall have no further liability to Customer.