



## HOSTED EXTERNAL DNS TERMS AND CONDITIONS

Hosted Services, as set out in one or more purchase order(s), are subject to (i) the terms and conditions herein, and (ii) the master agreement previously agreed to by your organization (“**Customer**”), or if none, then to the master agreement available at <https://bluecatnetworks.com/license-agreements/> (as applicable, together with these terms and conditions, the “**Agreement**”). Capitalized terms used but not defined in these terms and conditions shall have the meaning set out in the Agreement. “**Hosted Services**” means the hosted external DNS services available from BlueCat from time to time.

1. **Term.** Hosted Services are renewed annually at the then current fee and may not be cancelled by Customer with less than sixty (60) days’ written notice prior to the renewal date. Once paid, Hosted Services fees are non-refundable.
2. **Use.** Use of the Hosted Services by Customer shall be up to the purchased Entitlement for the subscription period set out in the purchase order. BlueCat reserves the right to monitor Customer’s use of the Hosted Services to ensure compliance with the terms herein. Customer shall pay for any over-usage of the Hosted Services at BlueCat’s then-current price.
3. **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 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.
4. **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. Upon a valid warranty claim by Customer, BlueCat shall provide a credit for future Hosted Services fees as set forth in the Service Level Agreement below. The foregoing remedies are BlueCat’s sole obligation and Customer’s sole remedy in the event of a valid warranty claim.
5. **Service Provider and Cloud Services.** Notwithstanding any term of the Agreement to the contrary, Customer expressly acknowledges and agrees that (i) the Hosted Services may be provided on behalf of BlueCat by a third-party service provider, and (ii) the third-party service provider may receive and process Customer’s data, content and information provided in connection with the Hosted Services to provide and administer the Hosted Services. BlueCat shall be responsible for such service provider’s compliance with the terms of the Agreement. The Hosted Services are a cloud service. If the Agreement does not contain cloud services terms, then Customer expressly acknowledges that the Hosted Services are subject to the Cloud Services Addendum available at <https://bluecatnetworks.com/legal-documents> as modified by these terms and conditions.
6. **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 BlueCat’s Acceptable



Use Policy available at <https://bluecatnetworks.com/legal-documents>; (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.

## 7. Service Level Agreement.

- (a) During the subscription period of the Hosted Services, BlueCat shall make reasonable commercial efforts to 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 acts or omissions, misuse of the Hosted 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, or events beyond the reasonable control of BlueCat including force majeure events; and (ii) suspension of the Hosted Services by BlueCat in accordance with the terms of the Agreement. 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. In no event shall the credits issued exceed the fees received by BlueCat for the Hosted Services for the applicable period.
- (d) All Service Outages and all claims for credit must be reported by Customer to BlueCat within 30 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.

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.

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 other liability to Customer.