

# ASCIO GENERAL TERMS

## 1. Overall Partner Obligations

- 1.1 Partner shall include with any online, offline or other promotional or marketing materials a statement similar to and as set forth by Ascio that the Service used is subject to a license. Ascio reserves the right to modify such statement from time to time. Partner further agrees to use Intellectual Property Rights notices and to take other steps necessary to protect the Intellectual Property Rights of the Service as requested by Ascio.
- 1.2 Partner shall respect Ascio's Intellectual Property Rights and other Business Rights and shall not translate, modify or otherwise create derivative works based on Ascio's Services, user manuals, marketing information or other information or property of Ascio. Partner shall not rent, lease or otherwise - whether provided with charge or free of charge - provide temporary access to the Service. Partner further agrees not to modify the Service.
- 1.3 No Ascio title or Intellectual Property Right shall pass to Partner under this Agreement.

## 2. Extended Right to Termination

- 2.1 Either Party is entitled to immediately terminate the Agreement in the event of material breach which remains uncured thirty (30) calendar days after the date that notice of such material breach has been delivered to the Party against whom the material breach has been asserted.
- 2.2 Either Party shall have the right to terminate its relation with the other Party should any voluntary or involuntary proceeding be commenced by or against the other Party under any bankruptcy or other similar laws for the protection of insolvent debtors, except that in the case of an involuntary proceeding no termination shall occur as long as the Party is diligently seeking to vacate or dismiss such proceeding. Termination shall be communicated with a thirty (30) calendar -day notice in writing and have effect from the receipt thereof
- 2.3 In the event of termination due to material breach that remains uncured after notice or insolvency proceedings that are not vacated or dismissed within thirty (30) calendar days of notice thereof, the Parties shall be entitled to cease delivery under the Agreement.

## 3. Indemnity, Liability & Limitation of liability

- 3.1 The Parties shall indemnify, defend and hold harmless the other Party as well as its directors, officers, employees, agents and affiliates from and against all direct liabilities, damages, losses, expenses and claims arising from intentional or gross negligently act, error or omission of the negligent Party or any of its directors, officers, employees or agents due to the liable Party.

- 3.2 The Parties shall only be liable to the other Party for direct loss and damages arising from the Parties' gross negligence or wilful misconduct. Neither Party shall be liable to the other party (or to any person or entity claiming through the other Party) for loss of or corruption of data; lost profits or for special; incidental; indirect; consequential; or exemplary damages arising out of or in any manner connected with the Agreement between the Parties or the subject matter hereof, regardless of the form of action and whether or not such Party has been informed of, or otherwise might have anticipated the possibility of such damages. The limitation of liability set forth in this clause shall apply to any damages that arise between the Parties.
- 3.3 Neither Party shall be liable, nor responsible for any third party technology, product, service, declaration act or omission or any other condition that is directly or indirectly referable to a third party.
- 3.4 Neither Party shall be liable or responsible for Domain Names transferred due to obvious infringements under applicable policies and regulations.
- 3.5 Any liability of the Parties for damages related to or arising out of this Agreement, regardless of the form of action, shall not exceed the sum paid by Partner during a six (6) month period immediately prior to the claiming Party's notice of the damages up to but not exceeding EUR 25,000 (or if the relations have already ended when any such claim is made, during the last six (6) month period of the relations up to but not exceeding EUR 25,000).
- 3.6 In addition, Ascio undertakes that where Ascio has breached its registration or renewal obligations specified in this Agreement and albeit that such breach cannot be classified as gross negligence, Ascio shall use reasonable endeavours including its industry expertise to recover the Domain Name at its expense but this shall not require Ascio to purchase the Domain Name or to undertake or pay for the cost of any legal proceedings, dispute resolutions or any other legal or resolution steps. Partner agrees to allow Ascio a reasonable opportunity to undertake such recovery and to provide reasonable co-operation. Partner acknowledges that neither this clause nor any recovery action taken by Ascio constitutes an admission that Ascio is liable for failure to register or renew any particular Domain Name.
- 3.7 To the extent allowed by law, Ascio excludes all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in this Agreement including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 3.8 In no event may the Parties bring any claim against the other Party more than 12 months after the Partner knew of (or ought reasonably to have

discovered) the event(s) giving rise to the potential liability.

#### 4. Disclaimers and Warranty

- 4.1 Ascio does not guarantee that the Service will be uninterrupted, secure or error-free or that any Data generated, stored transmitted or used via or in connection with the Service will be complete, accurate, secure, up to date, received or delivered correctly.
- 4.2 Ascio may have to suspend the Service for repair, maintenance or improvement. If so, Ascio will restore them as quickly as reasonably possible.
- 4.3 Ascio represents and warrants to Partner that Ascio has the legal right and authority to grant the Service to Partner under this Agreement.
- 4.4 The Service is granted on an "as is" basis, and, except as expressly set forth by the Parties, Ascio makes no warranties of any kind, written or oral, express, implied or statutory, including, but not limited to, any implied warranty of merchantability or fitness for a particular use or purpose, all of which other warranties are hereby expressly disclaimed.

#### 5. Taxes

Each Party will bear all taxes for which it is legally liable due to the relations between the Parties. If one Party is obligated to collect or remit any taxes for which the other is liable, the latter will reimburse the other Party upon request and submission of reasonable proof that the taxes were paid.

#### 6. Confidentiality

- 6.1 The Parties shall keep strictly confidential all information identified by this Clause. The Parties shall not disclose business secrets, pricing policies, Fee Schedules or any other written or oral information relating to costs, profits, markets, sales, the Service, product development, key personnel, operational methods, know-how, technical processes, or plans for future development. The Parties shall take reasonable steps to prevent unauthorised disclosure or use of the other Party's confidential information and to prevent it from falling into the public domain or into the possession of unauthorised persons. The Parties shall not disclose confidential information of the other Party to any person or entity other than its officers, employees, contractors, and consultants who need access to such confidential information in order to effect the intent of the relations between the Parties and who have entered into confidentiality agreements that protect the confidential information of the other Party. The Parties shall immediately give notice to the other Party of any unauthorised use or disclosure of the other Party's confidential information. The Parties agree to assist in remedying such unauthorised use or disclosure of its confidential information.
- 6.2 All information given during the term of the relations may only be stored, used and communicated by the Parties in order to fulfil the Parties obligations under these relations.
- 6.3 The obligation of confidentiality shall not apply to information that is:

- Agreed between the Parties not to be treated as confidential or becomes publicly available without breach of the receiving Party's confidentiality obligations;
- Known to the receiving Party without an obligation of confidentiality at the time the receiving Party receives the information from the disclosing Party as evidenced by written records;
- Received by the disclosing Party from a third Party without obligation of confidentiality to that third Party and without that third Party being in breach of any agreement;
- Required by law, any court of law or other governmental body; or
- Disclosed in connection with legal proceedings requiring such disclosure provided that adequate notice is given of such proceedings and provided that the disclosure is strictly limited to what is required under the proceedings.

#### 7. No Assignment

No rights, licenses or obligations arising out of the relations between the Parties may be assigned or delegated by either Party without the prior written approval of the non-assigning Party. Notwithstanding the foregoing, either Party may assign rights and obligations under the relations between the Parties to a subsidiary or to any acquirer of all or of substantially all of such Party's equity securities, assets or business relating to the subject matter of the relations between the Parties. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, the relations between the Parties will benefit and bind the Parties' successors and assigns.

#### 8. Independent Contractors

The Parties acknowledge and agree that they are dealing with each other as independent Parties. Nothing included in the relations between the Parties shall be interpreted as constituting a joint venture, employment, partnership or agency between the Parties. Neither Party, nor its agents or employees, are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose.

#### 9. Severability

If any provision of these General Terms is held by an arbitrator or by a court of competent jurisdiction to be unenforceable, invalid or void in any respect, no other provision of these Terms shall be affected thereby. The remaining provisions of these Terms will remain in full force and effect.

#### 10. Remedies and Waivers

All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any

other rights or remedies that the Parties may have. The Parties shall not be deemed to waive any of their rights or remedies under these Terms, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

**11. Force Majeure**

Except for the payment of money, neither Party will be liable for any failure to perform any obligation or provide service hereunder due to events beyond the reasonable control of the Party whose performance is to be excused, hereunder but not limited to fire, explosion, earthquake, war, instructions of Government or other public authorities, strike, work stoppages, Acts of God, equipment or facilities shortages which are being experienced by providers of telecommunications or internet services generally.

**12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Denmark (without regard to its provisions on conflict of law). The Parties expressly and unconditionally submit to the exclusive jurisdiction of the courts of Denmark save that Ascio may enforce any judgement on Client anywhere in the World where Client may have assets.

**13. Notices**

Any notice, request, demand, approval or consent required or permitted under the relations between the Parties shall be in writing (by any electronic transmission) and shall be deemed effective upon receipt.

**14. Headings**

All section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

August 2008

