

## MarkMonitor Services

Our operating information for all MarkMonitor products and services is outlined below. References in this document to “MarkMonitor” means the Clarivate entity identified in the order form.

### Data Protection and Permitted Purpose

When using the MarkMonitor Brand Protection, Anti-Piracy, Domain Services and NetResult Services (the “Services”), you will (and you represent and warrant that you will) comply with: (i) the General Data Protection Regulation (2016/679) (the “GDPR”) and any national laws made pursuant to it; and (ii) any other similar national privacy law (together, the “Data Protection Legislation”) in respect of its processing of any personal data (as such term is defined in Data Protection Legislation) made available by or on behalf of MarkMonitor in connection with the Services.

You acknowledge that Whois and, if applicable Reverse WHOIS, information may contain personal data and that, to the extent you record and use that personal data, you are a separate data controller of that personal data (and not a joint controller).

You will only use the Services (and any personal data contained in Whois and, if applicable, Reverse WHOIS information) for the following “Permitted Purposes”: (i) to investigate IP infringement, fraud and other improper uses of domain names and connected email addresses, as well as to take enforcement action in relation to such infringement, fraud or improper uses; (ii) to identify the entity or individual that “owns” and controls a domain as part of due diligence undertaken in connection with corporate or financial transactions; or (iii) to comply with a requirement forming part of generally accepted principles of good practice for the furtherance of internet security.

Where required by Data Protection Legislation, you will carry out a legitimate interests assessment in respect of the processing by it of personal data contained in Whois and, if applicable, Reverse WHOIS information (including any such data accessed by you in connection with the Services), and shall only carry out the processing of such personal data if the assessment confirms that your processing complies with the Data Protection Legislation.

MarkMonitor makes available a privacy notice for the Services available on its website in respect of MarkMonitor’s own processing of personal data.

### Services

#### 1. Anti-Piracy Services

**(a) Evidence.** Evidence we provide to you will be (i) verifiable by affidavit or other reasonable means; (ii) supplied to you by email, on DVD, or other reasonable format; (iii) transported in an appropriate manner; and (iv) backed-up and maintained by us as permitted by applicable laws, provided you pay our additional fees for back-up services after termination.

**(b) Litigation.** We will reasonably assist you with litigation involving evidence we have provided to you. You must pay our standard hourly rates and reasonable expenses. We will notify you in advance if our charges and expenses are likely to exceed \$7,500.00 (before applicable taxes, etc.).

#### 2. Brand Protection (SAAS)

**(a) Brand Protection SaaS.** We provide multiple modules of the service to our clients on an annual subscription basis for identifying brand infringements on the Internet.

**(b) Modules.** Modules can be used in conjunction with one or more brands owned by you (including products, models, search terms, phrases, logos, slogans, keywords, or executive names). You can use up to 5 modifiers or permutations of your selected brands in order to create a more relevant set of desired results. **(c) Data Availability.** Retrieved data can be analyzed, sorted, and logged to identify incidents of brand abuse and is accessible for up to 2 years after the service commencement date.

#### 3. Brand Protection Services

**(a) Brand Protection Enforcement Services.** The services comprise a dedicated client services resource and a combination of automated and manual enforcement techniques, which can be utilized separately or in combination to combat brand infringements.

**(b) Client Direction.** At your written request, we will attempt specific enforcement activities on your behalf in respect of websites and/or content you believe are infringing your brands. You may also specify certain criteria that constitute an automatic enforcement event, and the type of enforcement to be utilized upon the occurrence of such an event.

#### 4. Fraudcasting and Anti-phishing

We utilize our proprietary technology and relationships with certain Internet providers to broadcast (“Fraudcast”) reports of suspected phishing incidents for blocking access to, flagging or warning end-users regarding fraudulent websites. These Internet providers include Internet Service Providers, email and security software vendors, browser providers and spam filtering service providers with whom we maintain anti-phishing relationships. When specifically authorized by you, we will promptly broadcast to the Internet providers, URLs or domain names associated with confirmed phishing incidents that you provide to us in accordance with the agreed specifications.

#### 5. Domain Services

**(a) Domain Services.** We provide domain name registration, transfer, modification, administration, renewal and other domain related services.

**(b) Orders.** Orders may be placed by: (i) order form; (ii) entering domain names into your MarkMonitor portal account; or (iii) via confirmed electronic mail. We may close services that are unfulfilled for more than 120 days from the order date due to your failure to provide requested information or documentation. You will then be required to submit another order to reinstate those services.

**(c) Invoices.** We provide up to 5 separate invoices for your selected billing groups. Requests to make changes to issued invoices may be subject to an additional fee. We will attempt to accommodate your required vendor invoicing system. Any additional costs associated with our access to the system will be invoiced to you.

**(d) Registrations.** As an ICANN accredited domain name registrar, we will serve as your sponsor to register or renew any generic top level domain (“gTLD”). All domain names registered or renewed through us are ineffective until the registry operator has put the registration or renewal into effect. If you license the use of a domain name registered in your name to any third party, you nonetheless remain the domain name holder of record, and solely responsible for your obligations to us. All registrations are subject to the applicable rules and regulations of the registry operators. Links are available on the MarkMonitor portal.

**(e) Registrar Transfer.** We are responsible only for the submission of registrar transfer requests to the registry, and for adding domain names to our registrar database on successful transfer. gTLD domain name registrations may not be transferred from us to another registrar during the first 60 days after (i) the creation date of the registration as shown in the registry WHOIS record; or (ii) the date of transfer to us from another registrar. You will need to cooperate with the transfer procedures required by your previous registrar and with any specific forms of authorization that may be required for gTLD registrar transfers. Transfer to us may be delayed if you delay in complying with those procedures. If DNS settings are provided by your current registrar, prior to initiating a transfer request you should update your WHOIS record to select other DNS server settings under your control.

**(f) Renewals.** The MarkMonitor portal enables you to create a different renewal status for each domain name registration in your account (i.e., auto-renew, manual renew, do-not-renew). Unless you select another renewal status within the portal, the default setting is two years for auto-renewals for all domain names. Unless you instruct us otherwise by deactivating the auto-renew status through the portal at least 32 days prior to expiry for gTLDs and at least 60 days prior to expiry for ccTLDs, we will process and bill you for the renewal of expiring domains. We may delete or change the registrant of any domain names that are set to “do not renew”. We charge a \$150.00 recovery fee for any domain names recovered after deletion during the ICANN mandated Redemption Grace Period. On termination of the services, we may set all your remaining domain names to do not renew.

**(g) Domain Modifications.** You can modify automated domains through the MarkMonitor Portal. Domain modifications performed by us are subject to our standard domain modification fees as detailed in your order.

**(h) Information for Registration or Renewal.** To use our domain services for gTLDs, you must provide and keep current: (i) your full name (together with the name of the authorized person for contact purposes if registration is for an organization, corporation or association), postal address, email address, telephone number, and fax number, if available (or if different, that of the domain name holder); (ii) the domain name being registered; and (iii) the name, postal address, email address, telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration. In accordance with ICANN regulations, we may cancel your domain name registrations if you fail to respond for over 15 days to our inquiries concerning the accuracy of your associated contact details.

**(i) ccTLD Registrations.** At the time of initial transfer, you may request changes to administrative and technical contacts, including name servers, for no additional fee. It may be necessary for us to serve as your billing contact for a ccTLD, which may require us to modify your billing information. Many ccTLD registries do not have automated registration services. The processing of certain ccTLD requests may involve a manual process, which may cause delays in completion of the work. Some ccTLD requests may take several months to complete.

**(j) Local Presence Services.** We have contracted with third parties to provide local contacts, and where appropriate, local presence services, to assist our clients in qualifying for certain ccTLDs. In some cases, utilizing local presence services may require that the WHOIS record for the ccTLDs indicates that the local agent is the owner of the domain name. If you order local presence or contact services: (i) we will contract with the third party provider on your behalf, and (ii) register the requested ccTLD domain name in the name of the third party provider, where appropriate.

**(k) WHOIS Information.** We are required to maintain a publicly-accessible database of all domain names registered by us, detailing: (i) domain name; (ii) names of primary and secondary name server; (iii) original registration creation date; (iv) registration expiry date; (v) owner name and postal address; (vi) name, postal address, email address, telephone number and fax number of technical and administrative contacts; and (vii) any other information required by ICANN or the registry from time to time. We will maintain these database records, and other information related to the registration, renewal, transfer and deletion of any domain names and your use of the services.

**(l) Domain Masking.** You may require us to mask the information submitted to the WHOIS database and displayed to the public for an additional fee, as specified in your order. Masked domain names will be held by a third party selected by us in trust for your benefit. The designated owner will disclaim all ownership of the masked names, and effect any transfer or assignment of the masked names as you require. You may request a declaration of trust document signed by the designated owner for your records.

**(m) Domain Locking Services.** We provide two categories of domain locking services. The term, "Lock," refers to additional levels of security that can be provided by us. (i) **Super Lock Down.** The domains identified by you cannot be edited within the portal by us or you without certain agreed upon security protocols being followed. Each domain name is registered for the maximum possible number of years (e.g. 10 years for gTLDs). A security protocol may consist of (as specifically agreed to by us):

- Pass-phrase;
- A call-back to one or more pre-defined executive contacts;
- Written authorization on your letterhead;
- Dual control, where two pre-defined employee contacts need to approve any change; or
- A combination of these or any other protocols as defined by your management.

(ii) **Premium Lock Down.** In addition to the features of Super Lock Down, Premium Lock Down offers additional security at the registry level. Automated edits made to domains in this special status cannot be made unless both a security protocol between us and the registry is completed, AND a security protocol between us and you is completed.

In order for us to provide Super and Premium Lock Down Services, you must first provide us with a mutually acceptable protocol for the authorization of modifications to locked domain names. Via your client services manager, you will then be required to request that the name be unlocked only after the agreed protocol has been executed.

**(n) Trademark Clearinghouse Services (TMCH).** As a centralized repository of validated rights, the Trademark Clearinghouse (TMCH) supports ICANN's New gTLD Program. Having obtained validation from the TMCH, brand owners can register trademarks as domain names during sunrise periods, and learn when exact-match domain name registrations occur during the life of their TMCH registrations. We simplify the process of collecting and submitting required trademark data, such as registration number, expiry date and country of right. The TMCH services include the collection of trademark data, the submission of trademark data to the TMCH, retention of the trademark data, and any sunrise codes received from the TMCH. TMCH services also include access to TMCH Manager to easily view, monitor and manage TMCH submissions.

**(o) Premium DNS Services.** We provide Premium DNS ("PDNS") services to its customers through its third party licensor Dynamic Network Services, Inc. ("Dyn") whereby assigned portions of the DNS Nameserver infrastructure respond to DNS inquiries. *THE PDNS SERVICES ARE PROVIDED SOLELY BY DYN ON AN "AS IS" AND "AS AVAILABLE" BASIS BY DYN, AND, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN OUR AGREEMENT WITH YOU, WE DISCLAIM ANY LIABILITY TO YOU OR ANY OF YOUR AUTHORIZED USERS IN CONNECTION WITH SUCH SERVICES. OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THE SERVICES WILL BE THE SERVICE CREDITS PROVIDED BY DYN.* We reserves the right at any time upon thirty (30) days' written notice to you to replace Dyn with another third party provider which we determine to have the capability of providing DNS services which are substantially the same as Dyn's services.

**(p) Personal Data (Domain Services).** MarkMonitor agrees to provide the following information to you:

- i. The specific purposes for which any personal data will be processed by MarkMonitor;
- ii. The intended recipients or categories of recipients of the personal data (including the Registry Operator and others who will receive the personal data from Registry Operator);
- iii. Which data are obligatory and which data, if any, are voluntary;
- iv. How the Registered Name Holder or data subject can access and, if necessary, rectify personal data held about them;
- v. The identity and the contact details of MarkMonitor (as controller) and, where applicable, of the Registrar's representative in the European Economic Area;
- vi. The contact details of its data protection officer, where applicable;
- vii. The specified legitimate interest for processing under Article 6(1)(f) GDPR;
- viii. The recipients or categories of recipients of the personal data, if any;
- ix. Where applicable, the fact that the Registrar intends to transfer personal data to a third country or international organization and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47 GDPR, or the second subparagraph of Article 49(1) GDPR, reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.
- x. The period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- xi. The existence of the right to request from MarkMonitor access to and rectification or erasure of personal data or restriction of processing concerning the Registered Name Holder or data subject or to object to Processing as well as the right to data portability;
- xii. Whether MarkMonitor relies on consent of the Registered Name Holder for Processing in compliance with Article 6(1)(a) GDPR and Article 9(2)(a) GDPR;
- xiii. The right of the Registered Name Holder or data subject to lodge a complaint with a relevant supervisory authority;
- xiv. Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Registered Name Holder is obliged to provide the personal data and of the possible consequences of failure to provide such personal data; and
- xv. The existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

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