

DOMAIN MANAGEMENT SERVICES AGREEMENT

Thank you for choosing CPA Global's proprietary Domain Management Services. Access to and use of the Services are governed by this Domain Management Services Agreement (Agreement). In this Agreement, 'CPA Global', 'we' or 'us' means CPA Global Limited with office at Liberation House, Castle Street, St Helier, Jersey JE1 1BL, Channel Islands. 'Client', 'you' and 'your' shall refer to you, the customer entity contracting for the Services herein. Unless the context otherwise requires, capitalised terms have the meaning defined in clause 1 of this Agreement.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires

"Affiliates" means any company, corporation, partnership, association or other entity that directly or indirectly controls, is controlled by or is under common control with the party in question;

"CPA Global Account Commencement Date" means the date on which CPA Global notifies Client that its CPA Global account has been created and is ready for use;

"Domain Portfolio" means all corporate domain names licensed to Client or its Affiliates, which are to be managed by CPA Global on behalf of Client as part of the Services under the terms of this Agreement;

"Fees" means the sums to be paid by Client to CPA Global in consideration of the supply of the Services which is available upon request from time to time, and/or as detailed in an Order or as otherwise mutually agreed between the parties;

"Information" means any documentation, information or data which is requested by CPA Global or the Service Provider or which is necessary or desirable for the performance of the Services to be provided to CPA Global or the Service Provider, whether or not requested by CPA Global or the Service Provider;

"Intellectual Property Rights" means any and all patents, trade marks, service marks, domain names, rights in designs, trade or business names, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, get-up and topography rights, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property and proprietary rights of a similar or corresponding nature which may subsist in any part of the world whether or not now existing and whether or not registered or applied for or registrable, including any right to apply for the registration of such rights and all renewals and extensions;

"NIC" means Network Information Centre. Alternative term for "registry";

"Order " means any kind of communication between the parties, whereby the Services to be supplied by CPA Global to Client detailed;

"Order Acknowledgement" means any acknowledgement in writing on behalf of CPA Global acknowledging that it accepts an Order pursuant to clause 5;

"PORTAL" means the corporate domain name management system to be made available via the internet at <https://domains.cpaglobal.com/> (or other site as may be notified from time to time) to Client by CPA Global as part of the Services;

"PORTAL Commencement Date" means the date on which CPA Global notifies Client that the PORTAL is available to the Client;

"Registrar" means an entity authorised by the Registry and/or a regulator to register domain names for a particular domain space;

"Registry" means the entity authorised to operate the registry for a particular domain space;

"Registration Agreement" means the terms and conditions of a Registrar or Registry which governs the licensing of domain names to its registrants;

"Services" means the CPA Global domain name registration, renewal, consolidation, management, ownership modifications and PORTAL services described in Schedule 1, as purchased by a Client further to an Order and agreed via an Order Acknowledgement;

"Service Levels" means the level of service to be met by CPA Global when supplying the PORTAL to Client as specified in the CPA Global Service Level Agreement attached as Schedule 1;

"Service Provider " means Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 – an appointed provider of DNS and technical fulfilment services to CPA Global; or any party which from time to time replaces Corporation Service Company (or any successive Service Provider) as a subcontractor to CPA Global in respect of CPA Global's domain name business;

"Term" means the term of this Agreement as set out in clause 10.1;

"Year" means a period of twelve calendar months, the first period of which shall commence from the date of this Agreement;

2. SERVICES

- 2.1. In consideration of payment of the Fees, CPA Global shall, supply to Client during the Term the Services for which CPA Global has accepted an appropriate Order pursuant to clause 5.2. All Services shall be provided in accordance with the terms of this Agreement and in accordance with any particular details specific to those Services set out in any Order and as subsequently acknowledged via a relevant Order Acknowledgment.
- 2.2. Client agrees that, where it requests CPA Global to perform any Services under this Agreement, it shall provide all Information and instructions to CPA Global or the Service Provider in a timely manner and that CPA Global and the Service Provider shall be entitled to rely on such Information and instructions without needing independently to verify it.

3. PORTAL

- 3.1. As part of the Services, CPA Global grants to Client on the terms of this Agreement, as of the PORTAL Commencement Date, a non-exclusive, non-transferable, royalty free licence to access and use the PORTAL during the Term solely for the purpose of managing Client's Domain Portfolio.
- 3.2. CPA Global shall use its reasonable endeavours to ensure that the PORTAL provided under this Agreement will meet the Service Levels.
- 3.3. Client acknowledges and agrees that:
- (a) the Service Provider or its Affiliates own all Intellectual Property Rights in the PORTAL and Client shall not acquire any rights to it other than as are granted under the licence in clause 3.1;
 - (b) it will not copy or mirror the PORTAL;
 - (c) it will not modify the PORTAL without CPA Global's and the Service Provider's written consent;
 - (d) neither CPA Global or the Service Provider makes any warranty or representation that WHOIS searches conducted through the PORTAL will find all information publicly accessible on the internet or that any information found on the internet will be accurate;
 - (e) the PORTAL is confidential to CPA Global and the Service Provider and its Affiliates, and its disclosure to third parties could cause loss to CPA Global and the Service Provider and/or its Affiliates;
 - (f) the PORTAL must not be disclosed or supplied to any third party or any of the Client's employees other than those who require access to the PORTAL for the purpose of managing Client's Domain Portfolio;
 - (g) it will give prompt notice in writing to CPA Global and the Service Provider of any unauthorised use of the PORTAL or any infringement or threatened infringement of any Intellectual Property Rights in the PORTAL which, at any time, comes to the Client's knowledge.
- Should Client breach one of its foregoing obligations, CPA Global may, in its sole discretion, restrict, suspend or terminate Client's access to the PORTAL.
- 3.4. CPA Global shall provide, free of charge, user documentation and 1 day of training for Client's employees covering the use of the PORTAL. The location of the training will be agreed between CPA Global and the Client, and the content, duration and timing of the training will be at CPA Global's absolute discretion.
- 3.5. At Client's request, CPA Global may agree to provide subsequent training to the Client in respect of the PORTAL. Where accepted by CPA Global, such subsequent training shall be at CPA Global's then current rate, such rate to be charged on a per day basis (plus any subsistence, lodging and travel expenses) and shall be invoiced in accordance with clause 6 of this Agreement, in the month immediately following the date on which such subsequent training takes place.

4. DOMAIN NAMES

- 4.1. CPA Global will only process renewals, transfers, releases, amendments and modifications in respect of domain names registered by CPA Global as part of the Services or transferred by Client onto the PORTAL.
- 4.2. Client acknowledges and agrees that:
- (a) the registration, transfer or renewal of a domain name, and its ongoing use, is subject to the terms of the Registration Agreement relevant to its particular domain space, and that Client accepts full responsibility for ensuring that it is aware of, and complies with, all such terms. Without prejudice to the foregoing, CPA Global shall provide copies of all relevant Registration Agreements, where provided by the registry, to Client as soon as practicable following receipt of a written request from Client;

- (b) domain names are registered on a first come, first served basis and, whilst, subject to clause 4.2(c), CPA Global shall use its reasonable endeavours to register, transfer or renew any domain names requested by Client, the applicable Registrar or Registry may reject or discontinue processing any of Client's domain name registration, transfer or renewal requests;
- (c) by accepting to make an application to register, transfer or renew a domain name on behalf of Client, CPA Global makes no warranty or guarantee that:
 - (i) the domain name subject of the application will be available for registration or that the domain name will be acceptable for registration by the relevant Registrar or Registry; or
 - (ii) that the domain name will be registered or that if registered, it will not be revoked or transferred to a third party by the order of any competent tribunal;

and Client hereby irrevocably waives any claims howsoever arising it may have against CPA Global and/or any of its Affiliates in respect of any decision of the relevant Registrar or Registry, which results in the rejection, discontinuance or refusal of any application to register a domain name or the revocation or transfer of the same.

- 4.3. Client may, via the use of PORTAL, request CPA Global to transfer a registered domain name to a third party or modify the registration details of a registered domain name relating to ownership. Client must provide CPA Global with exact details of any such required amendment in writing. CPA Global may request that any such amendment be written on Client's letterhead and signed by an authorised signatory. CPA Global will on receipt of such written request use its reasonable endeavours to effect such modifications or releases within a reasonable time.
- 4.4. CPA Global shall be entitled, in its reasonable discretion, to reject any of Client's domain name registration, transfer or renewal Order requests or to withdraw or allow Client's domain name application or registration to lapse, or delete the domain name in the event that:
 - (a) the Information provided by Client is false, misleading, or conceals or omits any information that is material (in CPA Global's reasonable discretion) to its decision to register, reserve or maintain such domain name;
 - (b) the domain name requested is obscene or offensive, infringes a third party's intellectual property or will not be allowed by syntax restraints or specific Registry rules; or
 - (c) Client is in material breach of this Agreement;

and the Client agrees that CPA Global shall not be liable for any loss or damages that may result from CPA Global's refusal to register, reserve or maintain such domain name, or from CPA Global's deletion of Client's domain name.

- 4.5. CPA Global shall not be obliged to take part in any dispute or infringement proceedings between Client and any other individual, entity or organisation regarding a trademark, company name or domain name and CPA Global reserves the right, on its becoming aware of such a dispute, at its sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant registration authority or dispute resolution body or competent court.

5. ORDERS

- 5.1. All Orders requested by the Client shall be made via the PORTAL. Requests may also be made via email from an authorised representative of Client, however, requests not made using the PORTAL shall not be subject to the Service Levels.
- 5.2. Subject to clause 5.3, no Order shall be binding upon CPA Global unless and until CPA Global notifies Client that it accepts such Order by way of an Order Acknowledgement.

- 5.3. Notwithstanding clause 5.2, CPA Global may cancel an Order accepted by CPA Global, and CPA Global shall have no liability in respect of any such cancellation, if Client fails to supply CPA Global or the Service Provider with any materials and/or Information reasonably requested by it in connection with an Order within 90 days of such request.
- 5.4. If CPA Global has instructed a Registrar or Registry pursuant to an Order, CPA Global shall not be bound to accept any request by Client to cancel or modify any Order accepted by CPA Global in accordance with this Agreement. In the event that CPA Global elects to do so (such election at its reasonable discretion), the cancellation or modification shall be on the condition that Client is liable to pay any additional NIC or Registrar Fees and CPA Global's reasonable administration charges in connection with such request, together with charges for work already performed at CPA Global's standard rates.

6. FEES AND PAYMENT TERMS

- 6.1. In consideration for the provision of the Services, Client shall pay to CPA Global the Fees in accordance with this clause. Management, service and NIC/Registrar Fees are invoiced monthly in arrears. Client acknowledges and agrees that:
- (a) the Fees include an estimate of applicable NIC or Registrar fees only. CPA Global reserves the right to vary the Fees upon completion of the Services to reflect the actual NIC or Registrar fees incurred by CPA Global in providing such Services.
 - (b) CPA Global service/management Fees are non-refundable. CPA Global may vary the CPA Global service Fees upon not less than 30 days' written notice, provided that any instruction received by CPA Global from Client during the 30 day notice period will not be subject to such increase.
- 6.2. CPA Global may at any time on giving notice to Client before completion of the Services, increase the Fees payable for the Services to reflect any increase in the cost to CPA Global or any of its Affiliates which is due to any factor beyond its control. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the following events shall be deemed to be beyond the control of CPA Global for the purpose of this clause 6.2:
- (i) any foreign exchange fluctuation or currency regulation;
 - (ii) any change in any applicable laws or regulations;
 - (iii) any change to the agreed delivery dates or the Specification of the Services; or
 - (iv) any delay caused by Client or any failure by the Client to comply with its obligations under this Agreement, including, without limitation, any failure of Client to give CPA Global adequate Information or instructions.
- 6.3. All Fees shall be paid by Client within 30 days from the date of the relevant invoice (the "**Due Date**"). All payments to be made by Client shall be in the currency mutually agreed between the parties (and if none agreed, in GBP) and shall be made by bank transfer to the account designated on the invoice. If any Fees are not paid by the Due Date then, without prejudice to CPA Global's other rights and remedies, CPA Global shall be entitled to suspend the performance of any or all its obligations under this Agreement until receipt by CPA Global of all outstanding amounts in full. For the avoidance of doubt, CPA Global shall not be liable for any loss or damage arising from such suspension, nor shall CPA Global have any obligation to re-instate any PORTAL time lost as a result of the exercise of its rights under this clause 6.3.
- 6.4. Should Client choose to transfer or consolidate a domain name to CPA Global's Domain Name Annual Management Service (as defined in Schedule 1), Client agrees to pay the Annual Management Fee. If client terminates such Service within the first 12 months of the Service, prior to the annual management date, Client hereby agrees to pay the annual management fee in full, to be paid at the earlier of the annual management date or the date of abandonment.

- 6.5. All Fees are exclusive of shipping costs, insurance, value added tax, import duties, stamp, sales, use, transfer, or other taxes or similar charges, which shall be paid by Client at the rates and in the manner for the time being prescribed by law.
- 6.6. Payment of the Fees shall be made in full without defence, counter-claim, recoupment, set-off, or deduction of any kind or nature which the Client may have against CPA Global under this or any other Agreement.

7. WARRANTIES

- 7.1. Client warrants, represents and undertakes that:
- (a) it is authorised to enter into this Agreement;
 - (b) the Services shall be used by Client in connection with its trade, business or profession only;
 - (c) Information provided by Client is, and will be, true, accurate, current and complete; and
 - (i) the Client will notify promptly CPA Global of any changes to any Information; and
 - (ii) where such Information is owned by, contains, or relates to, a third party, Client has obtained that third party's express consent in writing to the disclosure and use by CPA Global of such information.
 - (d) it has the right to register, use, renew or transfer any domain name in its Domain Portfolio and any other domain name for which it requests to be registered, transferred or renewed as part of the Services, and that such domain name(s) and any content displayed via such domain name(s):
 - (i) does not infringe any Intellectual Property Rights or other proprietary rights of any third party, and
 - (ii) is not defamatory, obscene or unlawful.

8. INDEMNITY

- 8.1. Client hereby indemnifies and holds CPA Global and its Affiliates harmless from and against all loss or damages (including all reasonable legal fees), whether foreseeable or not, and whether direct or indirect, incurred by CPA Global or its Affiliates in respect of:
- (a) a claim by a third party that:
 - (i) any domain name (or content displayed via such domain name) within Client's Domain Portfolio; or
 - (ii) any domain name that Client requests CPA Global to register, transfer or renew or otherwise provide the Services in respect thereto, or the registration, transfer or renewal of any such domain name, infringes any third party's Intellectual Property Rights;
 - (b) any dispute or infringement proceedings referred to in clause 4.5;
 - (c) a breach of any applicable law, order or regulation as a result of the performance of any Service, where performed in accordance with Client's instructions; and
 - (d) Client's use of a domain name registered or managed as part of the Services.

9. LIMITATION OF LIABILITY

- 9.1. To the extent permissible by law, CPA Global makes no express or implied warranties of any kind in relation to the Services, or any transaction that may be conducted arising from the Services, including, implied conditions of satisfactory quality, fitness for a particular purpose, non-infringement or any implied warranty arising from course of dealing or usage. CPA Global makes no warranty that the PORTAL will meet Client's requirements or will be uninterrupted, timely, secure or error-free.
- 9.2. CPA Global will not be liable in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement, or its formation, for:
- (a) any economic loss (including loss of revenue, profit, contract, business or anticipated savings);
 - (b) any loss of goodwill or reputation; or
 - (c) any special, indirect or consequential loss;
- in any case whether or not such loss or damage was within the contemplation of either of the parties as at the date hereof or as at the date on which the event giving rise to the loss occurred.
- 9.3. Subject to clause 9.4, and to the maximum extent permitted by law, in each Year of this Agreement CPA Global's aggregate liability for all loss and/or damages incurred or suffered by Client in connection with this Agreement which loss or damages are not excluded under clause 9.2 (regardless of the legal basis on which such loss or damages arise or are incurred) shall be limited to an amount equal to the service fee paid in such Year.
- 9.4. Nothing in this Agreement shall exclude or limit CPA Global's liability for death or personal injury resulting from its negligence or for fraud.
- 9.5. Without prejudice to any of the foregoing, CPA Global accepts no responsibility for the acts, omissions or delays of any Registrar or Registry, including where the Registrar or Registry cancels or refuses to renew or transfer a domain name and CPA Global shall not be liable for any loss or damage incurred by Client in respect thereof.
- 9.6.** To the extent that Intellectual Property Rights provided by CPA Global in accordance with this Agreement comprise Intellectual Property Rights proprietary to a third party, the indemnity, warranty, representation or undertaking (whichever relevant) given by CPA Global in accordance with this Agreement shall be limited to the

extent of the corresponding indemnity, warranty, representation or undertaking (whichever relevant) given by such third party in the relevant third party licence.

10. TERMINATION

- 10.1. This Agreement shall commence on the date the Services commenced, or if earlier the date mutually agreed between CPA Global and Client and shall continue in force until it is terminated by either party (a) without cause upon at least **90 days** prior written notice to the other party, or (b) with cause pursuant to clause 10.2.
- 10.2. Either party may terminate this Agreement immediately upon written notice to the other in the event of:
- (a) any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within 30 days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or
 - (b) the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.
- 10.3. Upon termination of this Agreement for any reason whatsoever:
- (a) all Fees and expenses shall become due and payable immediately;
 - (b) the licence granted to Client pursuant to clause 3.1 shall automatically terminate and Client shall immediately cease any further use of the PORTAL; and
 - (c) CPA Global will have no further obligations to provide the Services or to maintain, update or forward to Client any information relating to the Services.
- 10.4. On request upon termination, CPA Global will provide Client with any responses or information requests that it reasonably requires to transfer its Domain Portfolio to such third party as Client shall nominate. The period of assistance shall commence as soon as reasonably practical after such request is first made, and may continue for a period of up to 30 days, unless a greater period is otherwise agreed.

11. GENERAL

- 11.1. Any notice sent in respect of this Agreement shall be sent to:

In the case of CPA Global:

Address:

Legal Department
CPA Global Domains
Liberation House,
Castle Street,
St. Helier,
Jersey JE1 1BL,
Channel Islands

For the attention of: **General Counsel**

In the case of the Client: The invoicing address and/or other address specified by the Client

and in each case shall be deemed to be duly served:

- (a) if delivered personally, on delivery;

- (b) if sent by recorded delivery, three (3) days after posting;
 - (c) if sent by fax during normal business hours, immediately on transmission; or
 - (d) if sent by fax outside normal business hours, on the following business day.
- 11.2. Except in relation to the payment of Fees under this Agreement, neither party (the "**Claiming Party**") shall be deemed to be in breach of this Agreement or otherwise liable to the other party (the "**Non-claiming Party**") for any delay in performance or any non-performance of any obligations under this Agreement (and the time for performance shall be extended accordingly) if the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party, including, without limitation, any act of God, fire, flood, war, riots, act of terrorism, failure or shortage of telecommunications carriers or power supplies, lock out or trade dispute, labor disturbance or government act or omission, (an "**Event of Force Majeure**"). If the Event of Force Majeure continues for more than 6 weeks, either party may terminate this Agreement forthwith on giving notice in writing to the other, in which event neither party shall be liable to the other by reason of such termination.
- 11.3. If any provision of this Agreement is or becomes (whether or not pursuant to any judgement or otherwise) invalid, unlawful or unenforceable in any respect, and for any reason, under the law of any jurisdiction, then:
- (a) the validity, legality and enforceability:
 - (i) of any other provision under the law of that jurisdiction; and
 - (ii) of that provision or any other provision under the law of any other jurisdiction,
- shall not be affected or impaired in any way thereby; and
- (b) that provision shall be divisible from this Agreement and shall be deemed deleted from this Agreement, and the validity, legality and enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such deletion; and
 - (c) in the event that the deletion referred to in the foregoing clause affects materially the interpretation of this Agreement, then the parties shall negotiate in good faith with a view to agreeing a substitute provision which as closely as possible reflects that commercial intention of the parties.
- 11.4. Client must obtain CPA Global's prior written consent to the release of any announcement in relation to the subject matter of this Agreement.
- 11.5. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. Unless stated otherwise in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 11.6. Each party acknowledges and agrees with the other party that:
- (a) this Agreement together with any other documents referred to in this Agreement constitute the entire and only Agreement between the parties relating to the provision of the Services hereunder and supersedes any prior Agreement or understanding between the parties whether oral or in writing relating to the same; and
 - (b) it has not been induced to enter into this Agreement, or any of the documents referred to in this Agreement, in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement the documents referred to herein and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto;

provided that the provisions of this clause 11.6 shall not exclude any liability which either of the parties would otherwise have to the other party in respect of any statements made fraudulently by a party prior to the execution of this Agreement or any rights which either of the parties may have in respect of fraudulent concealment by the other.

- 11.7. This Agreement shall be governed by and construed in accordance with the laws of Jersey and the Client irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales (without prejudice to CPA Global's right to commence proceedings in any other jurisdiction).
- 11.8. This Agreement may be varied only by a document signed by both of the parties.
- 11.9. The Schedules, each Order and any other document specifically incorporated into this Agreement in writing form part of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules, each Order and any other document specifically incorporated into this Agreement in writing. In the event of, and to the extent only of any inconsistency or conflict between the body of this Agreement, the Schedules, an Order and any other document specifically incorporated into this Agreement in writing, the following order of precedence shall apply:
- (a) the clauses contained in the body of this Agreement;
 - (b) the Schedules;
 - (c) the Order; and
 - (d) any other document or material specifically incorporated into this Agreement in writing.
- 11.10. CPA Global reserves the right at its sole discretion to assign, transfer, sub-contract, charge, deal or otherwise part with its rights and obligations under this Agreement or any part thereof to any third party. This Agreement and the provision of the Services hereunder are personal to Client and may not be assigned, transferred, sub-contracted, charged, dealt or otherwise parted by or from Client.
- 11.11. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, between the parties a partnership, association, joint venture or other co-operative entity.

SCHEDULE 1

CPA Global Domain Management Services and Service Levels

A. Services

1. Domain Registration

Description: On behalf of Client, CPA Global creates a new domain record, either gTLD or one of the ccTLDs, at the registry. CPA Global holds no rights to the registered domain names. Registration includes project management to assist Client with the filing of documents and evidence required to register, including notification of registration requirements, confirmation of registration, and regular status updates for registrations of >50 domain names. Fee includes registration and first year of management.

Client Requirements:

- Client is required to provide the supporting documentation required to register the domain names in a timely manner.
- Where Client wishes to host the domain names on their own DNS servers, and where pre-configuration of the DNS is a requirement for registration, Client agrees to perform this operation in a timely manner.

Registration Service Level Guide

The times shown are GMT/BST and should therefore be adjusted for other global locations.

	Measure	Target
Registration Service –gTLD requests	*Time taken to confirm registration status or request further requirements from client	*Each transaction within Two working days, i.e. 18 hours of UK office hours, as defined above.
Registration Service - ccTLD Stage 1	*Time taken to confirm unrestricted registration status or request further requirements from client	*Each transaction within Two working days, i.e. 18 hours of UK office hours, as defined above.
Registration Service – ccTLD Stage 2	*Time taken to make a registry application once client has provided <u>all</u> requirements	*Each transaction within Two working days, i.e. 18 hours of UK office hours, as defined above.

*Except during registry downtime or orders of over 20 names; in which case target will be agreed with Client on an ad hoc basis.

2. Domain Annual Management

Description: CPA Global manages Client's domains transferred under consolidation. Domain annual management fees include the following:

- Registration
- Access to, and training on the PORTAL
- Consolidated invoicing
- Default renewals

- Access to DNS management

An annual management fee is charged yearly for all domains managed under the Domain Annual Management Service. Each domain in the portfolio is assigned an annual management date each year. This annual management date will be in the month of the expiry date, so that the reports give a clearer indication of the expiry of the domain name.

By transferring/ consolidating a domain name to CPA Global's Domain Name Annual Management Service, Client agrees to pay the annual management fee per domain, which shall be invoiced to Client on the annual management date each year.

3. Domain Renewal

Description: Domain names managed under the CPA Global Domain Annual Management are renewed by default to reduce the risk of missed instructions and minimise effort for Client in responding to renewal instructions.

Client requirements:

Client is required to instruct CPA Global which domains it wishes to lapse via e-mail return of a completed annual management report or via an express written request to their allocated Account Manager, in writing until 3 months before the domain renewal date.

Domain Renewal Service Level Guide:

Service Name	Measure	Target
Domain Renewal	Percentage of domains under management renewed successfully. Client informed prior to domain deletion if domain cannot be renewed.	100% of domains renewed - Client informed 100% of the time when renewal not possible.

4. Consolidation (Centralisation)

Description: CPA Global modifies domain whois and updates the domains registrar to bring Client's domains under CPA Global Domain Annual Management, where they will be securely renewed and hosted on the PORTAL.

Client Requirements:

- Client is required to provide a list of domain names in a timely manner (domain names must be owned/managed by Client or an Affiliate).
- To ensure website and e-mail continuity during the consolidation, Client is required to provide its hosting party's technical data for the relevant domains, including, without limitation, zone file information or URL forwarding details, in a timely manner. The client is requested to inform the losing provider to maintain the existing zone file until the transfer to CPA Global management is complete.
- Client is to provide supporting information or documentation required to consolidate the domain names in a timely manner.

5. Change of Registrant, Whois Modification

Description: CPA Global handles all the paperwork and procedures to transfer the registrant of a domain name from one legal entity to another as well as manages this process at registry level, on a global basis.

Client Requirements:

- Client is required to provide the supporting documentation required to transfer the domain names in a timely manner.

Change of Registrant, Whois Modification Service Level Guide:

Service Name	Measure	Target
Modification Requests (change of Registrant, Whois or DNS delegation) Stage 1	*Time taken to confirm order and request any further requirements with client	Each transaction within three working days, i.e. 36 hours of UK office hours, as defined above.
Modification Requests (change of Registrant, Whois or DNS delegation) Stage 2	*Time taken to make a registry application for a modification (change of contact or DNS) once client has provided <u>all</u> requirements	Each transaction within three working days, i.e. 36 hours of UK office hours, as defined above.

6. DNS Management

Description: CPA Global hosts Clients domains on its service provider DNS. Client may access the CPA Global DNS through the PORTAL, which is available 24 hours a day, 7 days a week. Changes made through the PORTAL are authoritative within 60 minutes, and can be as quick as 5 minutes.

DNS Management Service Level Guide:

Measure	Target
Availability of DNS	99% uptime per month

7. PORTAL Services

Description: The CPA Global Domains PORTAL is a SSL protected online domain management tool, giving Client access to their domain portfolio managed by CPA Global. PORTAL features include:

- Domain registration
 - Availability search, showing exact match results on domain availability
 - Domain validation - paste in a list of domains and the PORTAL will strip out any domains not available or already in Client's portfolio
 - Restrictions and requirements listed for every Top Level Domain
 - Default registrant details are stored for each business unit
 - Most automated GTLD applications – can be registered within 30 minutes
 - Order tracking
- Other domain requests
 - Server Update (re-delegation)
 - Change of Registrant
 - Whois Change
 - All orders can be tracked and monitored for status
- Reporting
 - 24/7 Portfolio viewing
 - Simple or detailed reports can be created and exported from the portfolio screens into character-separated values formats
- DNS Management
 - Fully available access to the zone files
- User Maintenance
 - Users can be created for each business unit with:
 - full edit or view only rights;
 - rights to only place orders or to authorise orders places by others;
 - DNS management
- System requirements:
 - Excel 2003 or newer
 - Internet explorer