

Order

This **order** is subject to the terms of the **Agreement** signed on , 2024 and
(1) Global IP Action AG, VAT ID no. CHE-392.782.487, Bahnhofstrasse 3, 8808 Pfäffikon SZ and
(2) customer and following agreement thereto.

Domain names:

Domain names to be registered:	0.00
Domain names to be transferred, yearly :	0.00
Additional one-time costs for account set-up Transfers, DNS:	9.50
Total	0.00

Total costs in **CHF incl. 8.1% VAT**

DNS-/Owner-changes are only charged when the specific registry is asking for a price.

Standard name server:

Technical contact:

Effective date and duration of the contract:2024 – 24 months

Signatures/date:2024
global IP action AG

Signatures/date:2024

.....
Peter Leuzinger, CEO.....

Agreement – MANAGEMENT OF DOMAIN NAMES

This annex is subject to the terms of the **Master Agreement** and (1) global IP action AG, Bahnhofstrasse 3, 8808 Pfäffikon SZ and (2) customer and signed on2024 (the “**Master Agreement**”).

1 DEFINITIONS AND INTERPRETATION

1.1 The terms printed in bold in this **agreement** as following. In addition, the terms printed in bold in this annex have the meaning set out in the following:

ccTLD means country code top-level domain (e.g. .ch, .de, etc.)

gTLD means a top level domain of the domains managed by **ICANN** with the exception of a **ccTLD** or an internationalised domain name (IDN) country code TLD (IDN ccTLD).

ICANN means Internet Corporation for Assigned Names and Numbers.

Name holder is the beneficial or legal owner of the domain name or right to use the domain name.

Naming authority means (1) the registries responsible for providing **gTLDs** or **ccTLDs**, (2) **ICANN** and/or (3) the registrar responsible for certain types of domain names.

Billing contact means the natural person or legal entity to that is to receive the bills for a domain name on Customer's behalf.

TTL (time to live) means the period of time after which name servers adapt changes in the domain name system.

2 SCOPE OF APPLICATION

2.1 For the duration of this Agreement these terms shall govern the rights and obligations of the Parties for the management of Customer's domain names or those of a registered **name holder** who has commissioned Customer with the management of the names and the task of passing them on to third parties.

2.2 Customer acknowledges that the registrar commissioned by Global IP Action is a registrar accredited by **ICANN** and/or a **ccTLD** registry and that the contract concerning the domain names is formed between the **name holder** and the registrar in accordance with the requirements or the **applicable terms** of **ICANN** and/or a **ccTLD** registry.

2.3 Global IP Action shall act as Customer's authorised agent in its dealings with the registrar. The registrar may enforce the terms of such a contact against Customer. In relation to the **naming authorities** Customer agrees that it may be held liable for acts and omissions on the part of Global IP Action. Customer explicitly authorises Global IP Action to conduct administrative acts on its behalf with regard to the domain names registered with the **naming authorities**.

2.4 If need be, Global IP Action shall be obliged to adjust these terms due to amendments to the terms of the **naming authorities** or amendments to the applicable provisions. In this case Global IP Action shall notify Customer as soon as possible and shall be entitled to make the adjustments unilaterally. The new terms shall apply once notification has been given or on the date then announced.

2.5 Customer is obliged to impose the terms of this contract on the **name holder** unless Customer itself is the **name holder**,

3 SERVICES

3.1 Global IP Action shall provide the services specified in the **order** in accordance with the following specifications.

3.2 MANAGEMENT OF DOMAIN NAMES

3.2.1 Global IP Action shall manage Customer's domain names. Such management shall include registration, renewal, deletions, reactivation, assignment (to a new **name holder**), transfer (to a new registrar) and changes of domain names under any domains (**ccTLD** or **gTLD**).

3.2.2 Global IP Action can only perform its **services** if Customer has provided all relevant information. Global IP Action shall initiate administrative acts within one **working day** of receiving the necessary information from Customer, in accordance with the applicable provisions of the **naming authorities** and after prior examination. Global IP Action can give no guarantee of success. However, it shall endeavour to realise Customer's wishes in the best possible way, while being released of all liability for an unsuccessful administrative act unless it commits an intentional or grossly negligent breach of duty. In this connection Customer particularly acknowledges and accepts that the **naming authorities** each have different **applicable provisions** and that Global IP Action may also make part deliveries if not all domain names are registered or can otherwise be managed within the framework of a collective order.

3.2.3 With regard to the domain names indicated on the order form and in new instructions for administrative acts Customer agrees to the following:

i) That Global IP Action or its **partners** shall become the **billing contact** for these domain names. Customer shall remain the administrative contact; and

ii) That Global IP Action shall register its name servers if Customer provides no other information and that the name servers must first be removed in the case of deletions; and

iii) That Customer or its **name holders** lawfully hold and have lawfully registered the domain names managed by Global IP Action and that no **intellectual property rights** or other third-party rights are being infringed, that the name selected does not offend public morality, that the registration instruction is issued in knowledge of and in compliance with the **applicable provisions** of the **naming authority** and that Customer is entitled to carry out this operation; and

iv) That Customer's **personal data** in connection with domain names shall be passed on to the **naming authorities** and published on the internet, depending on the **naming authorities**, (unless Customer orders a data protection service from Global IP Action); and

v) That Global IP Action shall automatically submit an application for the renewal of the domain names to the responsible **naming authority** 120 calendar days before the expiry of the subscription unless it receives other instructions from Customer; and

vi) That Customer shall agree to the currently **applicable provisions** of the **naming authorities** and shall independently check for any amendments to the **applicable provisions** that Global IP Action provides for Customer. If Customer should reject any change, Customer must immediately notify Global IP Action and give notice to terminate the activation in question; and

vii) That Customer carefully checks any notices from Global IP Action concerning administrative acts without delay and immediately informs Global IP Action of any inaccuracies before taking any measures of its own to prevent losses; and

viii) That Global IP Action may sell or auction domain names deleted by Customer, assign them to third parties or include them in its own portfolio (exploit them) unless this would infringe Customer's **intellectual property rights** and as long as a period of 14 calendar days is observed. In the event of the exploitation of a domain name Global IP Action may decide at its own discretion to distribute part of the net proceeds from the exploitation to Customer. These net proceeds shall be credited to the customer account. Customer acknowledges that it has no legal entitlement to a certain share of the net proceeds. The registrar likewise gives no guarantee that there will be net proceeds on the further utilisation of a domain name; and

ix) That after a transfer or an assignment a new transfer or a new assignment shall not be possible before 60 calendar days at the earliest unless the responsible **naming authority** allows an earlier transfer to take place; and

x) That Global IP Action may provide the **services** through specialised **partners**.

3.2.4 In the case of registrations, transfers or assignments of domain names, the duration of the subscription per domain name may be one (1) to ten (10) years, depending on the conditions of the **naming authorities**. Renewals shall be valid for 12 months.

3.2.5 If registrations are carried out for multilingual domain names or under newly introduced top level domains, Global IP Action explicitly draws Customer's attention to the fact that such registrations are beyond the control of Global IP Action and that the use of these domain names may be permanently interrupted and/or altered without prior notice. Customer assumes all risks of interruptions and/or changes impairing or hindering the use and/or planned use of one or several domain names and of certain applications possibly not being compatible or not immediately compatible with these domain names. Customer acknowledges that such domain names do not function in the same way as traditional domain names. Customer is also aware that, due to necessary technical innovations, it might not always be possible to make full and unrestricted use of a domain name (e.g. e-mail / browser) or that the domain name might not necessarily work.

3.2.6 The **naming authorities** are entitled to refuse a transfer if the reasons for such a refusal are those specified by the registry or by **ICANN**.

3.2.7 To the extent that and as long as a **naming authority** makes it possible to restore domain names in individual TLDs that have already been deleted or returned to the registry and the **naming authority** also offers this service in the relevant TLD, this service shall be provided subject to alteration and without any guarantee of successful restoral on behalf of the registered **name holder**. The prices for this service can be found in the price list. Furthermore, a restore instruction can only be processed if it is received in good time before final deletion by the registry (the time this takes varying depending on the registry).

3.3 SOURCING DOMAIN NAMES

3.3.1 Global IP Action shall provide additional services such as the sourcing of domain names on the secondary market as well as catch services. These **services** essentially depend on the corresponding customer order and shall be agreed individually.

3.4 PRESENCE SERVICES

3.4.1 Certain **ccTLDs** can only be registered by local persons. Global IP Action has local **partners** for selling domain names to Customer, so that it is necessary to have a local contact for the **naming authorities**. Customer is responsible for investigating the legal consequences (tax consequences) and other consequences of appointing a local contact. It may be necessary for

the relevant WHOIS data record to name the local partner and/or Global IP Action in order to use local presence services.

3.4.2 Customer agrees to and acknowledges the following:

i) That Global IP Action has the right to enter into a contract with the local **partner** on Customer's behalf unless a direct contract is necessary between Customer and the **partner**; and

ii) That Global IP Action has the right to register the requested **ccTLD** domain name under its own name or the name of the local service provider.

iii) That the **naming authorities** may restrict or prohibit the activities of the presence services at any time, so that the domain name may be deleted in a worst case scenario. Customer therefore purchases such presence services at its own risk.

3.5 DATA PROTECTION SERVICES

3.5.1 All **naming authorities** assume that the **name holder's data** is accurate and up to date. In certain circumstances it may be legitimate not to disclose the name holder's identity and to make use of the data protection service of Global IP Action.

3.5.2 Global IP Action shall manage domain names and hold them in trust in its own name on Customer's behalf within the framework of its data protection service. Global IP Action waives the beneficial ownership of such data protection domain names.

3.5.3 Within the framework of the additional terms of the **naming authorities** Global IP Action undertakes not to disclose the **name holder's** identity. Customer acknowledges and is aware that in certain circumstances Global IP Action or the registrar is obliged to disclose information to **ICANN** regarding the **name holder's** true identity. **ICANN**, however, shall only use this information in cases where the registry's or the registrar's contract with **ICANN** is terminated, or if the registry or the registrar ceases business operations, whether this be as a result of bankruptcy or for another reason.

3.6 NAME SERVER SERVICES

3.6.1 If Customer does not indicate any name servers to Global IP Action, domain names shall be routed on name servers belonging to Global IP Action.

3.6.2 Through **partner** Global IP Action shall operate a geographically dispersed name server infrastructure in order to ensure maximum reliability.

3.6.3 Name servers of Global IP Action shall be removed on the assignment or transfer of domain names. When a name server is removed, websites, e-mail services and other services building up on these will no longer work and **data** may be lost.

3.7 SUNRISE SERVICES AND NEW GTLDS

3.7.1 If Customer places orders for newly issued **gTLDs** or expected issues of new **gTLDs** the "first come, first served" principle shall apply.

3.7.2 Global IP Action cannot process reservations and applications on Customer's behalf until the responsible **naming authority** allows requests for registration. Customer undertakes to pay all queue and/or sunrise fees notified by Global IP Action.

3.7.3 Subject to the applicable sunrise provisions of the **naming authority** and the applicable provisions, Global IP Action shall endeavour to register the domain names, but can give no guarantee that they will be registered.

3.8 SUPPORT

3.8.1 Global IP Action is the contact for Customer and shall provide support for the end customer. Customer may not contact the **naming authority** directly.

3.8.2 Global IP Action can be contacted by telephone on **working days**. In addition, Customer may take out a support ticket on the **portal** at any time to which Global IP Action will respond within 4 hours on the next **working day**.

4 REQUIREMENTS OF THE NAMING AUTHORITIES

4.1 Customer shall be bound both now and in the future by the **applicable provisions** of the relevant **naming authorities** and explicitly recognises these, which have a connection with the **services**. They contain all terms and conditions regarding the management of domain name registrations as well as data protection, presence and sunrise provisions including all dispute settlement policies that may be applicable, such as the Uniform Domain Name Dispute Resolution Policy ("UDRP"), Uniform Rapid Suspension ("URS") or **ccTLD-specific** dispute settlement policies. Customer may object to amendments to the **applicable provisions** within 14 calendar days of notification. If Customer objects, Global IP Action may decide to discontinue the management of the domain names registered for Customer with 14 calendar days' notice, either immediately or on the next possible termination date. If Customer does not object, the new, amended terms shall be deemed accepted and shall be effectively incorporated into the contract.

4.2 Global IP Action shall make the currently **applicable provisions** of the **naming authorities** available under the following link: <http://domainpolicies.domaintechnology.ch>.

4.3 Customer is aware that its domain names may be suspended, deleted or assigned (i) in accordance with the **applicable provisions** in order to remedy mistaken errors made by a **naming authority** or by Global IP Action, (ii) in order to settle disputes concerning domain names or (iii) in the event of an infringement of the applicable provisions of the **naming authorities**.

4.4 Without prejudice to the privileges and immunities of Customer as indicated in clause 14 of the Master Agreement and to the extent necessary, Customer shall submit to Swiss laws and requirements in legal disputes regarding or arising from the use of domain names.

4.5 Customer is aware and acknowledges that newly registered domain names cannot be assigned to another registrar or **name holder** within certain periods after registration or assignment. Furthermore, further restrictions or preconditions for assignments may apply according to the information provided by the **naming authorities**.

4.6 **Naming authorities** verify the **name holder's** reported contact details on a regular basis or if there is a justified cause. Customer undertakes to promptly react to enquiries from Global IP Action regarding such verifications by the **naming authorities**. Failure to reply may lead to the deletion of the domain name.

4.7 Customer acknowledges that **naming authorities** are obliged to comply with an arbitration ruling based on the conciliation rules and that this may lead to the blockage or deletion of the domain name or its assignment to a third party.

5 DATA PROTECTION

5.1 Global IP Action or its **partners** shall be obliged to record and store certain transaction data concerning domain names and submit this information to the **naming authorities**. This **data** particularly includes: contact details of the **name holder** and the technical contact, written notifications, confirmations, payment information, log files, billing records and all other communication information such as

IP address, header information and other records regarding administration instructions such as deadline, times, zones and meetings. Customer hereby agrees to this recording, storage and publication.

6 USER ACCOUNT

6.1 Customer shall be given access to Global IP Action's **portal** through Customer's **user account**. The **portal** allows Customer to obtain a current overview of its portfolio of domain names at any time, with all important information concerning WHOIS, renewal data, name server entries, internal cost centre, applicable provisions etc.. Customer's **user account** only lists the domain names for which Global IP Action is entered as **billing contact** by Global IP Action.

6.2 A domain name shall be entered in the **user account** from the time of Customer's transfer instruction to Global IP Action. Customer acknowledges that the terms of contract and the prices according to the price list shall apply as from this time. The domain name shall be eliminated from the **user account** with the transfer instruction or on the deletion of the domain name. This may affect the minimum payment according to clause 8.6. The domain name shall no longer be billed thereafter.

6.3 At Customer's request Global IP Action shall grant Customer the right to carry out administrative acts itself at any time (24/7). If Customer is granted this right by Global Action, Customer itself shall be responsible for the actions it carries out.

7 TTL

7.1 The name servers of Global IP Action have a predefined, automated **TTL** of 24 hours (86,400 seconds). During the modification of a zone file the **TTL** can be manually reduced to a maximum of 10 minutes (600 seconds). Manual adjustments to the **TTL** shall be charged at the prices set out in the price list.

8 PRICES AND PAYMENT

8.1 Customer undertakes to pay Global IP Action the prices set out in Global IP Action's price list applicable at the time of the order.

8.2 On the formation of the contract Global IP Action shall charge Customer pro rata prices according to the price list for the initial portfolio of domain names until the expiry of the subscription period for the corresponding domain name.

8.3 Global IP Action shall thereafter bill the corresponding prices for subscriptions for the current quarter according to the price list then applicable.

8.4 For new, individual registrations of domain names Customer shall pay the price of at least one subscription period in advance regardless of whether Customer cancels the domain name or applies for its deletion or has terminated the agreement in this annex. Subscription periods may differ for each domain name, but generally run for one year. The prices according to the price list and applicable at the time of registration shall apply to new registrations of new domain names.

8.5 Additional **services** (e.g. **TTL**, **orders** for catch services, domain names, blockages, sunrise services, assignments, presence or data protection services and other advisory fees) shall be billed retrospectively with the next quarterly invoice.

8.6 If any bills are outstanding despite becoming due, Global IP Action may suspend any further **services** and, after setting a deadline of 5 calendar days, delete the domain names or refuse to renew them. If a domain name cannot be deleted due to a current UDRP or another dispute settlement procedure, a court order, the use of the domain name for DNS services or for other reasons

stipulated by **ICANN**, Customer shall be obliged to pay the renewal fee.

9 DURATION, TERMINATION, INTERRUPTION

9.1 Unless otherwise stated in the **order**, the contract shall initially run for two years from the **effective date**. If either of the Parties does not notify the other Party with 90 (ninety) calendar days' notice to the end of the contract that it does not wish to renew the contract, the contract shall automatically be renewed for its original term and termination shall then be possible with 90 (ninety) calendar days' notice to the end of the contract.

9.2 Global IP Action reserves the right to immediately terminate or suspend part of or the entire service delivery in accordance with this annex if:

9.2.1 extraordinary circumstances prevail, particularly (i) default (ii) intentional or deliberate breach of contract, (iii) infringement of the **applicable provisions** or if (iv) there is a risk of civil or criminal responsibility for Global IP Action or (v) if the content made available under the domain name seriously violates applicable law, regardless of whether this applies to one of Customer's domain names or Customer's portfolio of domain names; or

9.2.2 if Customer intentionally provides Global IP Action with inaccurate or unreliable information, intentionally fails to update the information provided within seven (7) calendar days after a change or fails to respond to enquiries regarding the accuracy of contact details in relation to an administrative act for longer than ten (10) calendar days; or

9.2.3 if Global IP Action is forced to do so due to the applicable provisions, the **naming authority** or another responsible public authority.

9.3 On the termination of this contract for whatsoever reason the following shall apply irrespective of all other clauses:

9.3.1 Global IP Action shall bill Customer for all outstanding prices (including, but not limited to remaining charges not yet billed that are due in accordance with clause 8 as well as all assignment fees), and

9.3.2 Global IP Action shall terminate access to the **portal** as well as all provision of and/or access to reports, notices or other information that has been generated, stored, transmitted or used in respect of or in connection with the contract; and

9.3.3 Global IP Action shall take all reasonable measures to transfer domain names and name servers to another registrar or **partner** under the condition that Customer assumes liability for the associated prices incurred by Global IP Action or pays the prices in advance.

9.3.4 From the time when the contract ends Global IP Action shall no longer be responsible for the registration, hosting and renewal of domain names nor for any other administrative acts in respect of domain names; and

9.3.5 Additional rights and liability shall not be affected by the termination or expiry of the contract and shall continue to exist; and

9.3.6 Clauses 4, 5, 8, 9 and 10 shall remain in force after the termination of this contract and/or annex as shall all clauses that are necessary for the construal or enforcement of this contract.

10 GUARANTEES AND INDEMNITIES

10.1 Customer guarantees to Global IP Action and the **naming authorities** that the use of the **services** provided under this contract, either by Global IP Action itself or by the **name holder**, such as the registration of a domain name and the way in which the domain name is used, shall not interfere with nor infringe any intellectual property rights or any other legal rights of third parties and that the use of the services shall not otherwise be illegal or in abuse of the law.

10.2 Global IP Action shall not be liable for the acts and omissions of the **naming authority**, but shall be liable for those of its **partners**.

10.3 If Customer should not be the **name holder**, Customer shall guarantee and be liable for any demands, claims for damages and liabilities arising from the unlawful registration and use of the domain name, towards both Global IP Action and the **naming authorities**, if Customer does not disclose current contact details submitted by the **name holder** and the **name holder's** identity within the notified period or if Customer does not otherwise cooperate in validating and/or verifying registration data.

10.4 Customer shall endeavour its reasonable efforts to indemnify Global IP Action and all **naming authorities** (including all governing bodies, directors, senior executives, employees, sub-contractors, agents and affiliated companies) with regard to all costs and expenses arising from demands, liability and claims for damages of third parties that directly result from or in connection with an unlawful registration and/or use of a domain name for Global IP Action and all **naming authorities**.