

Reseller Terms and Conditions

1. Program.

(a) These Terms and Conditions govern the respective rights and obligations of Web.com Group, Inc. ("**Web.com**") and the program participant (the "**Reseller**") identified in the program application completed by the Reseller and submitted to Web.com (the "**Program Application**"). These Terms and Conditions apply to the Reseller's participation in the program identified in the Program Application, and any other program in which Web.com may accept the Reseller's participation (in any such case, the "**Program**").

(b) Web.com may modify these Terms and Conditions and the applicable Program Description from time to time in its sole discretion, which modifications will be effective upon posting to Web.com's web site.

(c) The Acceptance Letter, the Program Application, the Program Description and these Terms and Conditions collectively form a single contract between Web.com and the Reseller (the "**Agreement**"). The Acceptance Letter, Program Application and Program Description, as each may be modified or amended from time to time, are each incorporated herein by this reference.

2. Compensation. Web.com will provide Reseller the applicable discount set forth in the Program Description (the "**Discount**") for each order for Services attributed to Reseller (each, an "**Order**"). Reseller shall bear all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated or imposed on it as a result of the existence or operation of the Program Agreement, including any income, sales, or use tax on profits which may be levied against it.

3. Term and Termination.

(a) Reseller's participation in the Program will begin on the date of the Acceptance Letter sent by Web.com to Reseller (the "**Acceptance Date**"). The Program Agreement will terminate on the first anniversary of the Acceptance Date. Thereafter, the Program Agreement will renew automatically for successive periods of one year either unless either Web.com or the Reseller gives notice to the other party of non-renewal at least 30 days prior to expiration of the then-current term.

(b) Either party may terminate this Agreement at any time for any reason by giving notice to the other party at least thirty (30) days prior to the effective date of termination.

(c) Upon termination of this Agreement for any reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein, and except for Web.com's obligation to provide the Discount for Orders accepted prior to the effective date of termination. The provisions of **Sections 3, 10, 11, 12, 13, 14 and 15** of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under this Agreement. Termination of this Agreement shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which Web.com may be entitled.

4. Reseller's Representations and Warranties. Reseller hereby represents and warrants to Web.com, and agrees that during the Term of the Agreement Reseller will ensure that:

(a) The information regarding Reseller in the Program Application is true and correct in all material respects;

(b) Reseller will comply with all applicable laws, rules and regulations in the conduct of its business;

(c) Reseller will not make any representations concerning the Services except those that have been approved or published by Web.com; and

(d) Reseller will not distribute any documents or materials describing the Services except those that have been approved or published by Web.com.

5. **License to Web.com.** Web.com hereby grants to Reseller a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to post a copy of Web.com's name and logo, and maintain a hypertext link to Web.com's web site, (a) on a page in the Reseller web site where strategic partners are listed and (b) on such other pages on the Reseller web site as may be specified in the Acceptance Letter.
6. **Web.com's Acceptable Use Policy.** Reseller will abide by and utilize, the Program, Web.com's other products and services, and the Reseller Web site, only in accordance with the [Acceptable Use Policy](#) (the "**Acceptable Use Policy**") that Web.com posts on its Web site, as such Acceptable Use Policy may be changed by Web.com from time to time. The Acceptable Use Policy is hereby incorporated herein and made a part hereof by this reference. Reseller shall impose the Acceptable Use Policy on its customers and End Users to the extent necessary to ensure their compliance. Customer shall familiarize itself with the Acceptable Use Policy and periodically access Web.com's Web site to determine if Web.com has made any changes thereto.

7. Reseller's Responsibilities.

(a) Reseller will conduct itself in a professional manner and will maintain a reputation for fair dealing and exemplary service among its customers or clients. Reseller will not make any statement, or take any action, that could reasonably be expected to reflect poorly on Web.com or on the reputation of Web.com or its products and services.

(b) Reseller will cause its personnel who are responsible for Reseller's activities under this Agreement to remain well-informed concerning Web.com's products and services. Among other things, Reseller will cause such personnel to review Web.com's web site occasionally to ensure that such personnel are reasonably familiar with Web.com's product offerings, pricing, promotions and service terms and conditions.

(c) Reseller will immediately notify Company of any change in Reseller's mailing address, telephone, e-mail or other contact information. In the event Company receives a complaint regarding Reseller's account including without limitation, any complaint from a Reseller End-User claiming that the Reseller is unresponsive, Company will refer the complaint to Reseller using the telephone, e-mail or other contact information listed in Reseller's account. In the Company is unable to contact Reseller after making 5 or more attempts in any 15 business day period, Company may in its sole discretion, terminate Reseller's account and/or convert Reseller's End-Users to Company customers.

8. Web.com Intellectual Property.

(a) If the applicable Program Description gives Reseller the right to utilize any demonstration software programs, materials or other demonstration tools (collectively, "**Demonstration Tools**"), Web.com hereby grants to Reseller a non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use applicable Web.com Technology solely for the purpose of accessing and using the Demonstration Tools. Reseller may not use the Web.com Technology for any purpose other than accessing and using the Demonstration Tools. Except for the rights expressly granted above, this Agreement does not transfer from Web.com to Reseller any Web.com Technology, and all rights, titles and interests in and to the Web.com Technology shall remain solely with Web.com. Reseller shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Web.com Technology.

(b) Web.com's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Web.com. Except as otherwise provided in the Agreement, Reseller may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Web.com. (c) Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Reseller sends to Web.com relating to the Services will be treated as being non-confidential and non-proprietary. Web.com may use, disclose or

publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

9. Limited Warranty.

(a) Web.com represents and warrants to Reseller that Web.com will provide Services in connection with the Orders in the same manner as Web.com provides Services to other customers at the same level and type of service.

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WEB.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WEB.COM HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO RESELLER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WEB.COM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

10. Limitation of Liability.

(a) IN NO EVENT WILL WEB.COM'S LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER, OR THIS AGREEMENT, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE DISCOUNT PAID BY WEB.COM TO RESELLER HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

(b) WEB.COM CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. WEB.COM WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

(c) EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR (EXCEPT AS PROVIDED IN SECTIONS 11 AND 12) FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

(d) The limitations contained in this **Section** apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in **Section 10(c)** shall not apply to liability arising on account of a party's breach of Section 12 or to Reseller's indemnification obligations under **Section 11**.

11. **Indemnification of Web.com.** Reseller shall defend, indemnify and hold harmless Web.com, its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "**Web.com Indemnitees**"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable

attorneys' fees) which any of the Web.com Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Reseller's breach of any representation, warranty, or covenant contained in this Agreement, (ii) services provided by the Reseller to any Web.com customer, and (iii) claims or actions of third parties alleging unfair or deceptive trade practices or false advertising in connection with statements or claims made by Reseller pertaining to Web.com's Services.

12. Confidentiality; Non-Solicitation.

(a) Each party will not, without the prior written consent of the other party, use or disclose to any Person any Proprietary Information of the other party disclosed or made available to it, except for use of such Proprietary Information as required in connection with the performance of its obligations or use of the Services hereunder. Subject to **Section 12(b)**, each party will (i) treat the Proprietary Information of the other party as secret and confidential, (ii) limit access to the Proprietary Information of the party to those of its employees who require it in order to effectuate the purposes of this Agreement, and (iii) not disclose the Proprietary Information of the other party to any other Person without the prior written consent of the other party.

(b) Notwithstanding **Section 12(a)**, the following shall not be considered Proprietary Information: (i) any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party; (ii) any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party, (iv) any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure; or (v) any information that, two years after expiration or termination of this Agreement, does not constitute a trade secret under applicable law.

(c) Each party acknowledges that disclosure of any aspect of the Proprietary Information of the other party shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, shall entitle the other party to injunctive or other equitable relief. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party all Proprietary Information of the other party (including all copies thereof) in its possession or control.

(d) During the term of this Agreement and for two years following expiration or termination of this Agreement, Reseller will not, directly or indirectly, solicit or recruit the services of any employee of Web.com performing services under this Agreement, while such employee is employed by Web.com and for a period of six months after such employee has left the employment of Web.com.

13. Miscellaneous.

(a) Independent Contractor. Web.com and Reseller are independent contractors and nothing contained in this Agreement places Web.com and Reseller in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

(b) Governing Law; Jurisdiction. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT MUST BE BROUGHT IN A GEORGIA STATE OR FEDERAL COURT LOCATED IN DUVAL COUNTY, FLORIDA, AND EACH OF

THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) Mandatory Arbitration. Notwithstanding Section 13(b) above, each party agrees that any dispute between the parties arising out of this Agreement or in any manner relating to the Services must be submitted by the parties to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator, appointed in accordance with such rules, who shall render a reasoned opinion. Judgment upon the award may be entered in any court having jurisdiction thereof. Any such arbitration will be held in Jacksonville, Florida. Any action filed by either party in any court in violation of this Section should be dismissed pursuant to this Section.

(d) Headings. The headings herein are for convenience only and are not part of this Agreement.

(e) Entire Agreement; Amendments. This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of Reseller or Web.com, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Reseller and Web.com. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms and Conditions may be modified from time to time by Web.com in its sole discretion, which modifications will be effective upon posting to Web.com's web site.

(f) Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

(g) Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers (i) for the Reseller, denoted in the Program Application, and (ii) for Web.com, as designated on Web.com's web site for the giving of notices. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein.

(h) Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(i) Assignment; Successors. Reseller may not assign or transfer this Agreement, or any of its

rights or obligations hereunder, without the prior written consent of Web.com. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Web.com may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Reseller. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(j) Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.

(k) Counterparts. If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, Web.com's records of such execution shall be presumed accurate unless proven otherwise.

(l) Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

(m) No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Reseller acknowledges and agrees that Microsoft, and any supplier of third-party supplier that is otherwise identified as a third-party beneficiary, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against Reseller as if it were a party to this Agreement.

(n) Government Regulations. Reseller may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Reseller operates or does business.

(o) Marketing. Reseller agrees that during the term of this Agreement Web.com may publicly refer to Reseller, orally and in writing, as a business partner of Web.com. Any other public reference to Reseller by Web.com requires the written consent of Reseller.

(p) Telephone Monitoring. To ensure Web.com's customers receive quality service, Web.com randomly selects phone calls for monitoring. These calls, between Web.com's customers and employees, are evaluated by supervisors. This is to guarantee that prompt, consistent assistance and accurate information is delivered in a professional manner. Web.com has been properly licensed by the Georgia Public Service Commission to use such service observing equipment.

14. **International Provisions.** If Reseller maintains an office outside the United States, conducts business with Persons other than U.S. citizens, or at any time offers to resell Services to any Person that is not a U.S. citizen, the following provisions will apply:

(a) Reseller will comply with all laws relating to the conduct of business practices which prohibit any gratuities or inducements. Reseller acknowledges that Web.com is subject to certain United States laws, including but not limited to the Foreign Corrupt Practices Act of 1977 and any amendments thereto, which apply to activities carried out on Web.com's behalf outside the United States. Reseller agrees neither to take nor omit to take any action if such act or omission might cause Web.com to be in violation of any such laws. Upon written notice from Web.com, Reseller shall provide such information as Web.com may reasonably consider

necessary to verify compliance by Reseller with the provisions of this section.

(b) The Services may require a license for export from the U.S. Government which requires advance disclosure of the ultimate consignee and all parties to the sale, and prohibits diversion, transshipment, or re-exportation out of the United States contrary to U.S. law and regulations by any party. Reseller agrees to furnish all documentation required by the U.S. Government in connection with obtaining any required export license, and agrees that unauthorized diversion, transshipment or re-exportation of the Web.com's Services in violation of the export license or any applicable law shall not be permitted.

(c) The parties hereby exclude any application of the United Nations Convention on Contracts in the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods, and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

15. **Definitions.** For purposes of this Agreement, the following terms have the meanings specified below:

(d) "Acceptance Letter" means the acceptance letter sent by Web.com to Reseller, referencing the Program, the Program Description and the Program Application.

(e) "Web.com Technology" means Web.com's proprietary technology, including, without limitation, Web.com services, software tools, hardware designs, algorithms, software (in source code and object code forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Web.com or licensed to Web.com from a third party), and also including any derivatives, improvements, enhancements, updates, modifications or extensions of Web.com Technology conceived, reduced to practice or developed during the term of this Agreement by either party.

(f) "Person" means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or organization, or government or any agency or political subdivision thereof.

(g) "Program Description" means the official program description for the Program set forth on Web.com's web site, as the same may be modified by Web.com from time to time.

(h) "Proprietary Information" means all technical, business and other information of a party (i) that is not generally known to the public, (ii) that derives value, economic or otherwise, from not being generally known to the public or to other Persons who can obtain value from its disclosure or use, and (iii) which information is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.

Web.com as Data Processor.

As it relates to Web.com's trusted resellers and private label partners (collectively, "Resellers"), Web.com may process customer Personal Data on behalf of Reseller. For the avoidance of doubt, Reseller is the Data Controller and Web.com is the Data Processor of Personal Data that is collected on Reseller's behalf or provided to Web.com by Reseller. Web.com's subcontractors are data sub-processors.

When Web.com is processing Personal Data on behalf of Reseller, it shall:

1. comply with lawful instructions of Reseller as Data Controller;
2. only process the Personal Data to the extent necessary to comply with its obligations under this Agreement;
3. implement, maintain and operate sufficient and appropriate technical and organizational measures that meet the requirements of the applicable data protection laws to:
 - ensure the security, confidentiality, availability and integrity of the Personal Data; and

- protect against unauthorised or unlawful processing and use of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
4. take all necessary steps to ensure the reliability of all of its personnel with access to the Personal Data and ensure that all such personnel are bound by a duty to keep the Personal Data confidential;
 5. provide such assistance and cooperation as the Reseller reasonably requires in order to enable the Reseller to comply with its obligations in relation to Personal Data under the Applicable data protection laws, including but not limited to:
 - requests of data subjects to access, update, delete or erasure their Personal Data;
 - In the event of a data subject access request submitted to a Reseller, Reseller will make a request to Web.com by clicking [here](#), and submitting the appropriate form. Reseller agrees to do this immediately upon receipt of the request from its customer, in order to provide Web.com adequate time to complete any applicable tasks.
 - security of processing and Personal Data breaches;
 - Data Privacy Impact Assessments.
 6. at the request of the Reseller and within a reasonable timescale, provide evidence of the measures Web.com has taken to comply with its obligations under this Section promptly notify the Reseller in writing:
 - of any complaint or request which relates directly to the processing of the Personal Data or to either Party's compliance with the Applicable data protection laws;
 - if the Personal Data is processed in breach of this Agreement or the Applicable data protection laws; or
 - about a known security incident,
 - and shall provide the Reseller with full co-operation and assistance in relation to the same;
 7. upon the termination or expiry of this Agreement, securely delete all Personal Data in its possession to the extent necessary under the Applicable data protection laws and provide the Reseller with written confirmation of its compliance with this clause.
 - Reseller acknowledges that, where relevant, in order to benefit from certain added value services (such as online tools and systems that will facilitate the administration of the Services) it, and its affiliates, employees, officers and other individuals, may have to consent to additional conditions, terms of use and/or privacy policies issued by Web.com or its affiliates from time to time.
 - Reseller shall ensure that all data subjects have been provided with all necessary fair processing information and have provided all necessary consents to the processing of their Personal Data by Web.com, its

affiliates and its data sub-processors for the purposes envisaged under or in connection with this Agreement.

- Web.com shall not permit the sub-processing of Personal Data without the prior written consent of the Reseller, unless the data sub-processors are affiliates of Web.com. In the event that the Reseller consents to the appointment of a sub-processor, Web.com shall ensure that, prior to any processing of Personal Data by the sub-processor, it enters into an agreement with the sub-processor on terms that provide no less protection for Personal Data than those set out in this section and that contain terms that meet the requirements of the Applicable data protection laws.
- Unless the transfer is made to an affiliate of Web.com or to any country considered as a place giving an appropriate level of protection by the EU Commission, Web.com shall not transfer any Personal Data to any country outside of the European Economic Area without Reseller's prior written consent and where such transfer is agreed the Parties will execute the appropriate EU standard contractual clauses or Privacy Shield certification.
- Reseller shall comply with its respective obligations under the Applicable data protection laws in relation to the processing of Personal Data.
- Each Party shall indemnify the other Party in respect of all losses, damages, costs, expenses and other liabilities (including legal and other professional fees) incurred by or awarded against the other Party and relating to a third party claim resulting from the other Party's failure to comply with its respective obligations under this clause. For such indemnification, it is mandatory that each Party is given adequate notice, right of representation, approval in the event of out of court settlement. For the avoidance of doubt, either Party's compliance with its respective obligations under this clause is at no additional cost to the other Party. If Reseller instructs Web.com to implement specific security and/or organizational measures after the start date of the Agreement, both parties will discuss together about those measures, their implementation and costs which will be paid for by the Reseller.

1.1 This section shall remain in full force and effect at all times when Web.com (or a sub-processor on its behalf) processes Personal Data, notwithstanding the termination or expiry of this Agreement. In case of conflict of the terms and/or obligations in this Agreement with those in the applicable data protection laws, the latter shall supersede. All capitalized terms within this section shall be assigned the terms in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("Regulation")

¹ Article 82 GDPR