



ENTERPRISE SUBSCRIPTION AGREEMENT US Government

This Enterprise Subscription Agreement (“**ESA**”) is between DomainTools, LLC (“**DomainTools**”) and the United States government entity indicated on the applicable Service Order (defined below).

This ESA, any Service Order in which it is incorporated, any applicable Service Level Agreement attached hereto, and available with most up to date Service Level Agreement online, <https://www.domaintools.com/company/service-level-agreement/> and any document incorporated by reference herein or therein and attached hereto, represents the parties' entire agreement regarding the Services detailed in a Service Order (collectively, the “**Agreement**”). In the event of a conflict between this ESA and a Service Order, the terms of the Service Order will control. No modification or amendment of this Agreement will be effective unless it is in writing and signed by the parties. No terms, provisions or conditions of any purchase order or other business form Customer may use will affect the rights, duties or obligations of the parties hereunder, or otherwise modify this Agreement.

1. Definitions

“**Business Contact Data**” has the meaning set forth in Section 6.b.

“**Confidential Information**” means information that one party discloses to the other party under this Agreement that is marked as confidential or that would normally be considered confidential information under the circumstances. It does not include information that (a) is independently developed by the recipient; (b) is rightfully made available to the recipient by a third party, and to the recipient’s knowledge, is not subject to any obligations of confidentiality to the disclosing party; or (c) that becomes public through no fault of the recipient.

“**On-Site Customer Managed Data**” means Services Data from DomainTools’ databases made available to Customer and for which persistent storage and usage by Customer is allowed pursuant to the terms of this Agreement.

“**Permitted Location**” means (a) a server owned and controlled by Customer, addressable only from IP addresses within Customer’s local network and physically located on Customer’s premises; (b) a server owned and controlled by Customer, addressable only by VPN from an IP address within Customer’s local network, and physically located within a secure hosting facility; or (c) a virtual server controlled by Customer and provided by a third party from a physical server located within a secure hosting facility owned or controlled by such third party.

“**Query**” means a request for Services Data submitted by a user of a Service.

“**Services**” means the DomainTools services to which Customer subscribes as identified in the Service Order, including any Application Program Interface (“**API**”), tools, software, code, documentation or other materials provided therewith.

“**Services Data**” means data made available to Customer by a Service.

“**Service Order**” means a DomainTools’ quote accepted by Customer or other ordering document signed by DomainTools and Customer incorporating this Agreement. For Customer’s purchasing through a reseller “**Service Order**” also means the ordering document entered into between Customer and reseller, but only with respect to the description of Services, Subscription and Term and any Service specific terms included therein which are consistent with the corresponding order made by reseller and accepted by DomainTools.

“**Subscription**” means a subscription to a Service for a defined term as specified in a Service Order.

“**Term**” has the meaning set forth in Section 7.

2. Subscription to Services

a. Right to Use. Subject to the terms and conditions of this Agreement, DomainTools grants Customer a limited, non-exclusive, and nontransferable right, during the applicable Term, to (i) access and use the Services through the interfaces provided by DomainTools, and (ii) if software is provided as part of the Services, to install and use such software in executable form, solely for purposes of

accessing the Service, (iii) if an API or other tool or technology is provided with the Service, to use the tool or technology solely for the purpose of accessing the Service as directed by DomainTools.

b. Acceptable Use. Customer agrees to use the Services and any Services Data (i) solely for Customer's internal business purposes (except to the extent product integration is expressly authorized in a Service Order), (ii) solely in connection with cybersecurity; fraud prevention; network and information security; threat detection, prevention, and remediation; law, regulatory, and rights enforcement; and the investigation of illegal acts or threats to safety or security, and (iii) solely in accordance with this Agreement and the applicable Service Order.

c. Restrictions. Customer may not use the Services or any Services Data: (i) in a way prohibited by law, regulation, governmental order, or decree; (ii) to violate the rights of others; (iii) to disparage or harm the reputation of any third-party, (iv) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (v) to generate, distribute, publish, or facilitate spam, malware, malicious code, or items of a destructive or deceptive nature; or (vi) to harm, disable, interfere with, or circumvent any aspect of the Services or impair anyone else's use of the Services. Customer may not distribute, sublicense, resell, transfer, or make available the Services, Services Data, or any portion thereof, to or for third parties, in each case unless and except as expressly authorized in a Service Order. Additionally, Customer may not, copy, modify, create a derivative work of, reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent applicable law permits it despite these limitations. Use of any "deep-link," "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology, or any similar manual process, to access, acquire, copy, or monitor any portion of the Services, or any Services Data, is prohibited. Customer may not access or use the Services or Services Data for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive service or data set. Without limiting the foregoing, Customer may not use Services Data to train machine learning algorithms or input the Services Data into any generative artificial intelligence (AI) applications. Customer shall not alter the form or content of the Services without the written permission of DomainTools, nor remove, conceal or alter any intellectual property or proprietary rights notices used with the Services. Except for On-Site Customer-Managed Data, which is subject to Section 3(c) below, Customer shall not utilize the Services to create a persistent database or other repository containing Services Data.

d. Account Credentials. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of a DomainTools account or the Services.

e. User Access. Users may be required to have a DomainTools account in order to use the Services. Customer will obtain and maintain any consents necessary for DomainTools to provide Customer's users access to the Services. Customer controls access to the Services by its users and is responsible for their use in accordance with this Agreement.

f. Changes to the Services. DomainTools may make commercially reasonable changes to the Services from time to time. DomainTools will provide Customer with 30 days' notice before removing any material feature or functionality or discontinuing a Service, unless security, legal or system performance considerations require an expedited removal. In the event that DomainTools discontinues or materially diminishes functionality of a Service that Customer has contracted for which DomainTools does not offer equivalent replacement, Customer shall be entitled to a pro rata refund for any fees paid not used.

g. Reservation of Rights. As between Customer and DomainTools, DomainTools reserves all right title and interest in and to the Services and the Services Data, and Customer acquires no rights with respect to the Services or the Services Data, by implication or otherwise, except as expressly granted under this Agreement.

3. Service Specific Terms and Conditions

a. Generally. The Service specific terms and conditions set out in this Section 3 apply in each case to the extent a purchased Subscription includes the identified Service components. Additional Service specific terms and conditions may apply as identified in the applicable Service Order.

b. Remote Access APIs. DomainTools may provide Customer with capability to make Queries to certain of the DomainTools databases through the use of a DomainTools API. Customer will be issued one or more API keys which Customer may use solely to access Services during the applicable Subscription Term. Customer is responsible for keeping the API keys confidential. Customer may not exceed API Query limits set forth in the applicable Service Order. Data accessed via APIs and stored for more than 30 days shall be treated as On-Site Customer Managed Data.

c. On-Site Customer Managed Data.

- i. **Installation and Access.** DomainTools may provide Customer with, or direct Customer to, the basic software and instructions to install and operate an instance of subscribed DomainTools databases, enabling On-Site Customer Managed Data. Customer will not install or use the On-Site Customer Managed Data except as expressly authorized hereunder. Customer may install one copy of the On-Site Customer-Managed Data and may access and use the On-Site Customer-Managed Data, subject to the terms of this Agreement. Customer may also install one (1) inactive backup copy of the On-Site Customer-Managed Data. Customer's initial placement of the On-Site Customer-Managed Data and the backup copy must be approved in writing by DomainTools (email to suffice). Any relocation of On-Site Customer-Managed Data is subject to DomainTools' prior written approval (email to suffice). Database updates will be made available as set forth in the applicable Service Order.
- ii. **Security Obligations.** Customer shall at all times utilize reasonable and appropriate security practices to protect, safeguard, and secure the On-Site Customer-Managed Data against unauthorized access, use or disclosure. Those security practices will include, at a minimum: (A) strong encryption of the full database of On-Site Customer-Managed Data or any significant subset thereof in transit and at rest; (B) segregation of the full database of On-Site Customer-Managed Data or any significant subset thereof from other data (where logical segregation shall be adequate, with implementation of industry standard access controls); (C) ensuring that all computers or servers containing or with access to the On-Site Customer-Managed Data run the current version (including updated virus and threat definitions) of industry standard anti-virus software or intrusion detection software; (D) ensuring that all systems containing the full database of On-Site Customer-Managed Data or any significant subset thereof are protected by fully updated industry-standard firewalls; (E) not placing the full database of On-Site Customer-Managed Data or any significant subset thereof on any portable computer or media; (F) ensuring that only personnel with a need to know for the fulfillment of their duties to Customer will access the On-Site Customer-Managed Data, only to the extent necessary for fulfillment of the duties of such personnel; and (G) establishing and maintaining a system of granular access control (including automatic logging of user access and retention of such logs) to enforce the access limitations described in clause (F).
- iii. **Deletion.** Customer shall promptly delete all On-Site Customer Managed Data, Query results, and any back-ups of these, at the end of the applicable Subscription Term.

d. Security Information Exchange Channels. DomainTools may provide Customer with access to streamed data channels through its private framework (Security Information Exchange (SIE) Channels). Customer will receive access to the SIE Channels through the delivery mechanism set forth on the applicable Service Order or otherwise agreed to by the parties. DomainTools may monitor ingoing and outgoing Internet traffic to and from the SIE to ensure compliance by Customer with this Agreement. Services Data accessed via SIE Channels may be stored temporarily by Customer, if stored for more than 30 days such data shall be treated as On-Site Customer Managed Data and subject to the requirements of 3.c. above.

4. Orders and Payment

- a. If Purchasing Directly from DomainTools.** Customer will pay DomainTools or its authorized reseller as applicable the fees for a Subscription, and any other amounts due under a Subscription Order, without deduction or setoff. Unless otherwise set forth in a Service Order, Subscription fees shall be invoiced annually and will be payable in U.S. Dollars. Payment shall be due within ten (10) days of the invoice receipt date in accordance with FAR 552.212-4(g)(2) and the remittance instructions provided by DomainTools.
- b. If Purchasing through a Reseller.** Prices for each Subscription and any invoicing terms and conditions will be established by Customer's reseller. If Customer or reseller chooses to terminate their business relationship, Customer may choose a replacement reseller or purchase a Subscription directly from DomainTools, which may require Customer to accept different terms.

5. Confidentiality

- a. Protection of Confidential Information.** Each party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own Confidential Information, but with no less than reasonable care. Each party may use the other's Confidential Information solely to exercise rights and fulfill obligations under this Agreement and will disclose such Confidential Information (i) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with any applicable law, regulation, order, or subpoena. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible, uses commercially reasonable efforts to



notify the other party and gives the other party the chance to challenge the disclosure. In addition, DomainTools recognizes that Customer may be subject to the Freedom of Information Act (FOIA) (5 USC 552) and Confidential Information may be released by Customer as required under FOIA.

b. Security. DomainTools employs and will maintain appropriate technical and organizational measures to safeguard the Services, Services Data, and any Customer Confidential Information.

6. Compliance with Laws

a. Compliance with laws. DomainTools will comply with all applicable laws related to the provision of the Services and Customer will comply with all applicable laws related to its use of the Services and any Services Data. In no event shall any advice, suggestion or component of the Services provided by DomainTools be deemed to constitute legal advice. DomainTools is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to online services providers.

b. Independent controllers. Where data is subject to the General Data Protection Regulation or the United Kingdom data protection laws, each party (i) is an independent controller of any employee (or other Customer agent) personal data Customer provides to DomainTools related to obtaining Services ("**Business Contact Data**") and any personal data in the Services Data, (ii) will individually determine the purposes and means of processing such data; and (ii) will comply with the obligations applicable to it under privacy laws regarding the processing of such data.

c. Processor. If, as part of a Query, Customer provides personal data of any third party to DomainTools in order to obtain Services, Customer is a controller of said personal data and DomainTools is a processor. DomainTools will not process said personal data other than on and according to Customer's documented instructions and will not process said personal data for any other purpose, unless required by applicable law. DomainTools will not sell said personal data; retain, use, or disclose said personal data for a commercial purpose; or retain, use, or disclose said personal data outside of the direct business relationship between DomainTools and Customer. For clarity, Customer's instructions are to provide Services, including processing personal data for which DomainTools is a controller, but DomainTools must receive certain personal data from Customer as a processor in order to provide the Services. DomainTools may continue to process the same personal data as a controller that it separately receives from Customer as a processor.

d. Trade compliance. Each party will comply with all applicable import, sanctions, anti-boycott, and export control laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions issued by the United States and other governments.

7. Term, Suspension, and Termination

a. Term. The applicable Service Order will specify the term (the "**Term**") of each Subscription.

b. Suspension. A violation of Section 2(b) or (c) of this Agreement, or the failure to timely pay for Services when due, may result in a suspension of the Services. Unless DomainTools believes an immediate suspension is required due to the nature, severity, or impact of the actions involved, DomainTools will provide reasonable notice before suspending a Service.

c. Termination.

i. **Subscription.** Either party may terminate a Subscription if the other party is in material breach (of this Agreement or any other agreement between the parties) only as permitted under FAR 5.2.233.1 or FAR 12.302(b). A breach of any Subscription that incorporates this Agreement will constitute a breach of all other Subscriptions that incorporate this Agreement.

ii. **Agreement.** A party terminating a Subscription for cause may concurrently terminate this Agreement.

iii. **Effect of termination.** Upon the expiration or termination of a Subscription, Customer's right to access and use the applicable Services will end unless the parties enter into a new Service Order for the Services. If DomainTools terminates a Subscription for Customer's uncured material breach, all unpaid fees related to the terminated Subscription will be immediately due and payable and all rights granted thereunder will immediately terminate. If Customer terminates a Subscription for DomainTools' uncured material breach, Customer, or Customer's reseller as applicable, will be entitled to a pro-rata refund of any fees that it prepaid for the terminated portion of the applicable Term.

8. Indemnity

a. By DomainTools. DomainTools will indemnify Customer against any claims made by a third party that a Service infringes that third party's patent, copyright, or trademark, or makes unlawful use of its trade secret. In the event an infringement allegation impacts Customer's ability to access or use the Services, DomainTools will (i) obtain the right for Customer to keep using the impacted Service; or (ii) modify or replace the impacted Service with a functional equivalent. If these options are not commercially reasonable, DomainTools may terminate Customer's Subscription and issue Customer, or Customer's reseller as applicable, a pro-rata refund of any fees that it prepaid for the terminated portion of the applicable Term. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b. Obligations. Customer must promptly notify DomainTools of a claim under this Section 8. Customer shall have control over the defense and settlement of the claim, provided, however, Customer shall consult with DomainTools regarding such defense as appropriate and DomainTools shall have a right to intervene in the proceedings at its own expense through counsel of its choice. Customer may not admit any wrongdoing on DomainTools' behalf.

9. Limitation of Liability

a. Limitation of Liability. The aggregate liability of each party for all claims under a Subscription is limited to the amount paid by Customer for such Subscription during the twelve (12) months prior to the first event giving rise to such liability.

b. Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE.

c. Exceptions. The limits of liability in this section do not apply to violations of the parties' confidentiality obligations under Section 5.

d. Warranty. The Services will meet the terms of the Service Level Agreement attached as Schedule 1. Customer's sole remedy for breach of this warranty is as provided in the Service Level Agreement. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES AND SERVICES DATA ARE PROVIDED ON AN "AS-IS" and "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOMAINTOOLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. DOMAINTOOLS DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE SERVICES OR SERVICES DATA OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SERVICES OR SERVICES DATA. DOMAINTOOLS DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SERVICES.

10. Miscellaneous

a. Notices. All notices must be in writing and addressed, if to Customer, using the contact information provided in the Service Order, and if to DomainTools, at 2101 4th Avenue, Suite 1720, Seattle WA, 98121, Attn: Legal Department, or by email to legal@domaintools.com. Notice may be given by email, registered mail or by a recognized overnight courier and will be treated as delivered on the date the date shown on a return receipt or courier confirmation of delivery or confirmation of email receipt.

b. Assignment. Neither party may assign any part of this Agreement without the written consent of the other except that either party may assign this Agreement to an affiliate or in connection with a merger or acquisition of all or substantially all of the assets of the assigning company by providing the non-assigning party with prompt written notice in accordance with the provisions set forth at FAR 42.1204. Any other attempt to assign is void.

c. Publicity. DomainTools may publicly disclose the parties' relationship and use Customer's name to identify Customer on DomainTools' website and marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

d. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will be liable for a failure or delay in performance due to causes beyond that party's reasonable control, such as an act of nature, war, terrorism, or sabotage; an electrical, internet, or telecommunication outage; or acts of regulatory or governmental bodies.



- e. **Audit.** DomainTools may, on reasonable written notice (which shall not be less than five (5) business days), during reasonable business hours, and subject to any reasonable additional obligations of confidentiality and security requirements that Customer may impose, and not more than once in any twelve (12) month period, conduct an audit to verify that Customer complies with the terms of this Agreement and in particular in relation to use, access and storage of Services Data. Customer will fully cooperate with such audit.
- f. **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.
- g. **No Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- h. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, the rest of the Agreement remains in effect.
- i. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this agreement.
- j. **Governing Law and Venue.** This agreement is governed by the Federal law of the United States.

DOMAINTOOLS LLC

_____ (“Customer”)

Signature

Signature

Name

Name

Title: _____

Title: _____

Date: _____

Date: _____

End of Agreement.

Schedule A
Service Level Agreement

1. Definitions

“**Downtime**” is defined as the total accumulated billing minutes, in a calendar month, during which a Service is unavailable as per the definitions of High and Critical issues below.

“**Incident**” means any single event or set of events that result in Downtime

“**Scheduled Downtime**” means periods of Downtime related to network, hardware, or Service maintenance or upgrades.

“**Service Level Commitment**” means the minimum guaranteed uptime for a Service, measured over each full calendar month for which the given Service has a valid Subscription Order.

“**Service Credit**” means fees payable by DomainTools to Customers in instances where a Service Level Commitment is not met.

2. Availability

DomainTools services will be available 99.9% of the time, as measured by DomainTools, over each full calendar month of the Subscription Order term and subject to the exclusions set forth below.

3. Issue Severity and Communications

For Scheduled Downtime, DomainTools will notify Customer in writing at least five (5) days prior to the commencement of a Scheduled Downtime event.

For Downtime that is unscheduled, DomainTools triangles issues into the below severity levels and communicates accordingly:

Critical

- Definition: Services are unavailable; DomainTools is unreachable for most or all customers.
- Communication Plan: Within one hour of discovery, customers are informed via website UI pop-up and/or email, depending on the impacted service.
- Example: Domaintools.com is down and engineering estimates are greater than 1 hour to restore

High

- Definition: Services are slow to respond, queries time out for some customers.
- Communication Plan: Within 8 hours of discovery, customers are informed via website UI pop-up and/or email, depending on the impacted service.
- Example: DomainTools.com is available but slow to respond (times out) due to network saturation and engineering estimates greater than 8 hours to restore.

Moderate

- Definition: Some services are slow or unresponsive but workarounds exist for customers.

- Communication Plan: Within 24 hours of discovery customers are informed via website UI pop-up and/or email, depending on the impacted service.
- Example: Significantly delayed monitor updates in API, GUI or email delivery.

4. Service Specific Terms

Service Credits are calculated by dividing the Subscription fee for the affected Service by the number of months in the Subscription Term, and multiplying the total by the applicable Service Credit percentage in the table below.

Service Level Commitment	Service Credit if below
≥ 99.9%	5%
≥ 99%	10%
≥ 95%	25%

DomainTools does not provide Customer uptime reports. It is the responsibility of the Customer to determine if Service Level Agreement is not met and Service Credits are due. Service Credits are Customers’ sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. Customers must be in compliance with their Agreement in order to be eligible for a Service Credit.

A Customer may claim a credit for each DomainTools Service as provided in the table above, up to a maximum credit per calendar year equal to 10% of the DomainTools Subscription Fees for that Service.

Customers must submit the claim and all information necessary for DomainTools to validate the claim to Enterprise Support (enterprisesupport@domaintools.com), including: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. To receive a Service Credit, a Customer must file a claim for such credit within forty-five (45) days from when the Incident occurred. Service Credit claims must be submitted to EnterpriseSupport@DomainTools.com

DomainTools will evaluate all reasonably available information and make a good faith determination of whether a Service Credit is owed. DomainTools reserves the right to deny the Service Credit if the Customer does not qualify. If DomainTools determines that a Service Credit is owed to Customer, DomainTools will apply the Service Credit to the next regularly issued invoice for the impacted service, which may be at the time of renewal. In instances of termination or non-renewal, Customer will have the right to receive a payment, within 30 days of termination or non-renewal, equal to the value of any outstanding Service Credits. If Customer purchased a Service from a reseller, Customer will receive a Service Credit directly from its reseller and the reseller will receive a Service Credit directly from DomainTools. The Service Credit will be based on the price paid by Customer’s reseller for the applicable Service.

5. Limitations

This SLA does not apply and is not enforceable for retail memberships, free grants, proof-of-concept, pilot or unpaid or paid trial services.

This SLA does not apply to any third-party software or services that may be provided as part of a Service.

This SLA does not apply to any performance or availability issues:

1. Due to factors outside our reasonable control or in connection with a Force Majeure event, as described in the Agreement;

2. That result from the use of services, hardware, or software not provided by DomainTools, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to DomainTools' services by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
4. That result from your failure to adhere to any required configurations, to use supported platforms, to follow any policies for acceptable use, or result from your use of the Service in a manner inconsistent with the features and functionality of the Service;
5. That result from your attempts to perform operations that exceed prescribed quotas or that result from DomainTools' throttling or suspension of suspected abusive behavior;
6. That result from routine Scheduled Downtime; or,
7. That result from Account suspension or termination due to Customers' breach of the Agreement.

6. Enterprise Support

DomainTools provides dedicated email support to Enterprise customers Monday-Friday 07:00-16:00 hrs Pacific / 14:00-23:00 hrs UTC, as well as off-hours email monitoring. Support requests must be emailed to EnterpriseSupport@domaintools.com and must be submitted via an email address that is associated with an active DomainTools Enterprise account. DomainTools responds to inbound support requests, on average, in less than six hours. Enterprise customers may also email their Customer Success representative for anything they need regarding DomainTools Services.