

## DIGITAL SHADOWS **TAKEDOWN SERVICES** AGREEMENT

This contract ("**Agreement**") is between you ("**Customer**") and Digital Shadows (as defined in the EULA) which applies to Customer's use of a certain Digital Shadows service offering known as the Managed Takedown Services ("**Takedown Services**"). This Agreement is effective from the acceptance date of the EULA ("**Effective Date**"). Digital Shadows and Customer may each be referred to as a "**Party**" and together as the "**Parties**". All terms of the End User License Agreement ("**EULA**") remain in full force and effect unless they conflict directly with the terms of this Agreement, in which case the terms of this Agreement shall control. Capitalized terms used herein without definition shall be ascribed those definitions set forth in the EULA

### **BACKGROUND**

The Parties entered into a EULA for Digital Shadows to provide the SearchLight® managed service, including Digital Shadows' public source threat intelligence analysis and reporting services to Customer.

Digital Shadows offers to provide *Takedown Services* and Customer has requested to add this offering to their Service. For clarity, Takedown Services are also a type of Service as defined in the EULA.

- a. "**Takedown Services**" means the Digital Shadows managed takedown service to be provided by Digital Shadows to Customers as specified in a quotation or an order.
- b. "**Takedown Candidates**" means SearchLight alerts raised by the Service.
- c. "**Takedown Request**" means an authorization action taken by Customer's authorized web portal user to initiate the takedown process.

Therefore, the Parties agree as follows:

### **TAKEDOWN SERVICES**

- A.** Customer shall promptly provide to Digital Shadows information required for Takedown Services:
  - i) Reasonably required letter of authorization to Digital Shadows, its agents or its 3<sup>rd</sup> party supplier to pursue enforcement (see sample in Exhibit A); or
  - ii) Registration details for user accounts of websites/platforms and any other information or documents reasonably requested by Digital Shadows; and
  - iii) Other information and/or explanations as reasonably required for Digital Shadows, its agents, its suppliers or sub-contractors to be able to provide the Takedown Services.
- B.** Digital Shadows reserves the right to suspend or not perform the Takedown Services in its sole discretion if it believes: (i) Customer has not provided sufficient, accurate or complete information to initiate or continue with the Takedown Services; or (ii) any Takedown Services may result in any adverse action from a third party; or (iii) that the desired result of the Takedown Services is unlikely to be achieved through reasonable efforts; or (iv) Digital Shadows or its suppliers are or may be legally restricted or prevented from providing the Takedown Services.
- C.** Customer acknowledges and agrees that (a) infringing websites specified by Customer that are to be the subject of Takedown Services are under third-party control and those third parties may resist any part or all of the Takedown Services. Further, due to the international nature of the internet and the political, legal and/or language issues, Digital Shadows may be prevented from successfully performing in whole or in part the Takedown Services; and/or (b) the Takedown Services may not achieve the desired result.
- D.** Digital Shadows will commence specified actions for a Takedown Request after the SearchLight Service has been provisioned, activated and a Takedown Candidate has been identified. In each instance, upon receipt from Customer of one of the following: (i) a Takedown Request; or (ii) confirmation from Customer using the Searchlight portal authorizing Digital Shadows or its suppliers to commence action against a Takedown Candidate; or (iii) written confirmation authorizing Digital Shadows or its suppliers to proceed with the Takedown Services using a commercially reasonable form approved by Digital Shadows.

## **E. Indemnification for Takedown Services**

- i) **Customer Indemnification.** Save in respect of Digital Shadow's default (breach of this Agreement), breach of applicable law, intentional misrepresentation or fraud, and/or gross negligence, Customer shall indemnify Digital Shadows and keep it indemnified for all costs, expenses, liabilities, losses, damages, claims, demands, proceedings, judgments and reasonable legal costs which Digital Shadows incurs or suffers in respect of any claim brought or threatened against Digital Shadows or its suppliers or sub-contractors by any third party, during or after the end of the term of the Agreement and arising out of or in connection with Customer's actions in fulfilling the Takedown Services in accordance with this Agreement.
- ii) **Digital Shadows Indemnification.** Save in respect of Customer's default (breach of this Agreement), breach of applicable law, intentional misrepresentation or fraud, and/or negligence, Digital Shadows shall indemnify Customer and keep it indemnified for all costs, expenses, liabilities, losses, damages, claims, demands, proceedings, judgments and reasonable legal costs which Customer incurs or suffers in respect of any claim brought or threatened against Customer or its suppliers or sub-contractors by any third party, during or after the end of the term of the Agreement and arising out of or in connection with Digital Shadows' fulfilling the Takedown Services in accordance with this Agreement.

### **WARRANTY DISCLAIMER** (additional to those in the Agreement)

NO PART OF THE TAKEDOWN SERVICE CONSTITUTES LEGAL ADVICE AND THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ITS OWN LEGAL ADVICE IN RELATION TO THE SERVICE AND ANY TAKEDOWN REQUESTS SUBMITTED AS PART OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND SUBJECT TO ANY PROVISIONS ON LIMITATION OF LIABILITY IN THE EULA.

DIGITAL SHADOWS DISCLAIMS ANY LIABILITY FOR, AND SHALL NOT BE RESPONSIBLE IN ANY WAY REGARDING, ANY THIRD-PARTY CONTENT, INFORMATION, MATERIALS, LINKS, FILES, OR SEARCH RESULTS THAT MAY BE ACCESSIBLE THROUGH THE SERVICE OR THE DS DISCOVERED DATA OR FOR THE CONSEQUENCES OF ANY ACTIONS TAKEN BY DIGITAL SHADOWS OR ITS SUB-CONTRACTORS PURSUANT TO THE CUSTOMER'S SPECIFIC INSTRUCTIONS.

The parties agree to this Agreement effective as of the Effective Date set forth above.

**Insert Company  
logo here**

**Insert Company address here**

Date: \_\_\_\_\_

TO WHOM IT MAY CONCERN

**Letter of Authorisation**

***(Insert company's legal name here)*** (“Customer”) hereby authorizes Digital Shadows and its retained third-party supplier, FraudWatch International PTY Ltd. (“FraudWatch”), authorization to act on the behalf of the Customer, its affiliates and subsidiaries in all matters relating to the takedown or disabling of fake, fraudulent, and otherwise unauthorized websites, mobile applications, and/or social media profiles.

Any and all reasonable acts relating to the above mentioned requirements, including but not limited to domain name dispute resolution (malicious domains), initiating brand abuse takedowns, and phishing take downs, carried out by Digital Shadows or FraudWatch on our behalf shall have the same effect as acts of our own.

Should you wish to confirm the content of this letter or its authorization, kindly contact the Customer per the details shown below.

This authorization is valid until revoked in writing by the Customer.

SIGNED ON BEHALF OF ***(Insert company's legal name here)***, DULY AUTHORISED.

Yours faithfully,

\_\_\_\_\_  
Authorized signatory of the Customer

***(Insert name here)***

***(Insert title or role here)***

***(Insert email address here)***

***(Insert phone number here)***