GoDaddy DNS Update Service

End User License Agreement

This End User License Agreement ("Agreement") is between you (both as an individual and on behalf of the entity you represent, if any) and GoDaddy.com, LLC ("GoDaddy"). The Agreement grants you a limited license to use the GoDaddy DNS Update Service as made available by GoDaddy (collectively, the "Service") as further set forth below. The Agreement does not give you ownership of the Service or any underlying software. The Service and its underlying software and technology remains the property of GoDaddy.

Please read the Agreement carefully prior to installation and use of the Service. Before installation of the Service, you have to agree to the terms and conditions of this Agreement. By installing or using the Service you acknowledge that you have read and understood this Agreement and that you agree with all of its terms and conditions and have the authority to do so on behalf of the entity that you represent, if any.

GoDaddy is the sole and exclusive provider of the Service and its underlying software. GoDaddy has not authorized any third party to license or distribute the same. If you are obtaining this download from a source other than GoDaddy that source is not authorized and any purported license from such source is not valid.

1. License. Subject to your compliance with the terms of this Agreement, GoDaddy grants you the limited, non-exclusive, non-assignable right to download and install the Service and to access, run and display the Service for the purpose of updating your IP address with GoDaddy to facilitate your Microsoft SBS. You understand and agree that by installing this Service the IP address associated with your GoDaddy account and existing service will be modified to update the IP address automatically. This Service will replace the need for any settings within your Microsoft SBS and you will need to use the Microsoft SBS administration tools to disable the integration with GoDaddy. If you fail to disable this integration the Service may not operate correctly.

Prior to completing installation, you will need to provide the API developer key from GoDaddy and the secret provided by GoDaddy, which will authenticate you and allow the Service to communicate with GoDaddy to update your IP address.

1. Use Limitations.
   1. If you modify the Service (or its underlying software) or otherwise use the Service in a manner not expressly contemplated by this Agreement, (i) the Service may not function and your GoDaddy services may be interrupted as a result, and (ii) you are solely responsible for such modification and GoDaddy will not have any resulting liability for any damage to your system or any interruption in or failure of any service you received from GoDaddy. The Service is not intended to be used in any high risk activity.
   2. You may not use the Service for any unlawful purpose or to violate the intellectual property or other rights of any third party.
   3. You may not distribute, publish or otherwise disseminate the Service to any third party.
   4. Your API key and secret code are specific to you, and you may not provide them to any third party. Only keys and codes provided by GoDaddy may be used to install and use the Service. The use of API keys and codes obtained from any other source may result in a termination of your GoDaddy services, including the Service contemplated in this Agreement.
2. Fees. There are no additional fees for use of the Service. However, in the event you fail to pay the fees for your GoDaddy services, such as your domain name registration, the Service will cease to operate.
3. Copyright. The Service and its underlying software is protected by United States and foreign copyright and other intellectual property laws. All copies of the Service software must bear the same copyright and other intellectual property rights notices as the software as delivered to you, unless you modify any underlying software in which case you may not attribute such modifications to GoDaddy.
4. Technical Support. GoDaddy will provide limited support and maintenance for the Service as described at https://support.godaddy.com/. GoDaddy has no obligation to provide support or maintenance in the event the Service is modified by any party other than GoDaddy or combined with any hardware or software not provided or recommended in writing by GoDaddy.
5. Term and Termination. All rights to use the Service expire on the conclusion of this Agreement and the expiration or termination of your GoDaddy domain name or other related services. You may terminate this Agreement at any time by removing copies of the Service software from the device on which it is installed. Your rights to use the Service may be terminated automatically and immediately without prior notification upon your failure to comply with the terms and conditions of this Agreement or any other agreement between you and GoDaddy.
6. Disclaimer of Warranty. **The Service is provided "AS IS", “WHERE IS”, AND “WITH ALL FAULTS.” GoDaddy disclaims all warranties, express or implied, including, without limitation, all warranties of merchantability, fitness for a particular purpose, and noninfringement and any warranties arising from a course of dealing or usage in trade. GoDaddy does not warrant that the functions contained in the Service will meet your particular requirements, or that the operation of the Service will be uninterrupted or error-free, or that the Service will be compatible with any other service, hardware or software. You assume sole responsibility for the selection of the Service to achieve your intended results, and for the installation and use of, and the results obtained through the use of the Service.**
7. Indemnification. You agree to hold harmless, indemnify and defend GoDaddy and its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any third party claims as a result of your actual or alleged violation of any terms of this Agreement or use of the Service in a manner that violates any law or in a manner not contemplated by the documentation or this Agreement. If you have entered into this Agreement on behalf of an entity of which you are an employee or agent, you represent and warrant that you have the authority to enter into this Agreement on behalf of the entity, that this Agreement has been duly authorized by the entity and that this Agreement will constitute the legal, valid and binding obligation of the entity, enforceable against the entity in accordance with its terms.
8. Limitation of Liability. **GoDaddy is not liable for any loss of data, loss of profits, loss of business, loss of revenues, cost of replacement goods or services, or any special, indirect, incidental, or consequential losses or any other damages of any kind pertaining in any way to the Service, even if GoDaddy is informed of the possibility of such losses or damages. In no event will GoDaddy's liability to you or the entity that you represent exceed in the aggregate the lesser of (i) the amount of fees paid by you for the Service giving rise to the claim in the twelve (12) months preceding the claim or (ii) $100.00 U.S., even if such remedy should fail of its essential purpose.**
9. Import and Export Restrictions. The Service and related technology is subject to U.S. export control laws and may be subject to the export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain any licenses for export, re-export or import as may be required. You may not directly or indirectly export or transfer the Service software to any country in which the transmission is prohibited by any applicable statute or regulation or to any individual on the United States Department of Treasury's Office of Foreign Asset Control List of Specially Designated Nationals or any country subject to a United States trade embargo. Your failure to comply with this provision is a material breach of the terms of this Agreement.
10. Miscellaneous Provisions.
    1. The parties expressly exclude and disclaim the application of the United Nations Convention for the International Sale of Goods, which is disclaimed in its entirety. This Agreement is governed by, construed and enforced in accordance with the laws of the State of Arizona without giving effect to such state's laws and rules regarding conflict of laws. Any disputes arising under this Agreement are subject to the exclusive jurisdiction and venue of the state and federal courts of competent subject matter jurisdiction in the State of Arizona, Maricopa County, United States of America.
    2. To the extent that you have breached or indicated your intention to breach this Agreement in any manner that violates or may violate GoDaddy's intellectual property rights, or may cause continuing or irreparable harm to GoDaddy, GoDaddy may immediately seek injunctive relief in a court of competent jurisdiction without the posting of a bond, proof of damages or other similar requirement.
    3. This Agreement represents the entire and exclusive license agreement concerning the Service and its use. This Agreement may be amended only in writing executed by an authorized representative of GoDaddy. GoDaddy reserves the right to modify the terms and conditions of this Agreement in its sole discretion upon notice to you. If you disagree with the modifications, you may terminate this Agreement, which termination is your sole and exclusive remedy. If any provision of this Agreement is found to be invalid or unenforceable, the offending provision will be stricken from this Agreement and the remainder of the Agreement remains in full force and effect.