

DOMAIN SERVICES AGREEMENT

These Domain Services Terms and Conditions (“Terms”, and/or “Agreement”) are a contract between you and NB Registry, Inc. (collectively, “NBR”, “us”, “our”, or “we”). By signing up to participate in our domain services through <https://namebase.io>, or any associated websites, APIs, or mobile applications (collectively, the “Site”) where our services are offered, you agree that you have read, understood, and accept all of the terms and conditions contained in these Domain Services Terms, as well as our standard Terms of Use located at <https://www.nbregistry.io/termsfuse> and our Privacy Policy located at <https://www.nbregistry.io/privacypolicy>. The effective date of these Terms shall be deemed to be the first date at which you accept these terms and use our Domain Services (as defined below) (the “Effective Date”). Capitalized terms that are not defined in these Domain Services Terms shall have the same meaning as those set forth in our Terms of Use.

You may not access or use the Domain Services or accept these Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, our Terms of Use or our Privacy Policy, do not access and/or use the Domain Services. Certain features of the Domain Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE DOMAIN SERVICES TERMS REQUIRE THE USE OF ARBITRATION (ARTICLE 5.1) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. DELEGATION AND OPERATION OF TOP-LEVEL DOMAIN + REPRESENTATIONS AND WARRANTIES

1.1. Domain and Designation. The Top-Level Domain(s) to which these Terms apply are any Handshake network TLD that you submit through our Domain Services on the Site (the “TLDs”). Until the termination of the Agreement pursuant to Article 4, you designate NBR or any entity appointed by NBR for this purpose as the registry operator for the TLDs..

1.2. Representations and Warranties.

(a) You represent and warrant to NBR as follows:

(i) all material information provided and statements made in connection with applying to use our Domain Services were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date and for so long as you are subject to these Terms;

(ii) you have all requisite power and authority and have obtained all necessary approvals to enter into this Agreement and to sell, assign, transfer and deliver all the TLDs hereunder, free and clear of all liens, encumbrances, equities, security interests, restrictions and claims whatsoever, other than restrictions imposed by applicable law that do not conflict with your acceptance of these Terms, and, in the event you are an entity, you further represent that you are duly organized, validly existing and in good standing under the laws of your jurisdiction of formation; and

(iii) you have good and marketable title to the TLDs and have not sold, assigned, pledged, transferred, deposited under any agreement, or in any way hypothecated any of the TLDs or any interest therein, or signed any power of attorney, or other authorization respecting same which is now outstanding and in force, or otherwise disposed of the same. To your knowledge, no person, firm, corporation, agency or government other than you or, in the event you are an entity, your authorized representatives has or has asserted any right, title, claim, equity or interest in, to or respecting the TLDs.

2. DOMAIN SERVICES

2.1. Domain Services; Additional Services. NBR shall be entitled to provide Registry Services and any other additional services set forth herein on any exhibits or addendums included in these Terms from time-to-time (collectively, the "Domain Services"). If NBR desires to provide additional Domain Services or materially modify the Domain Services (each, an "Additional Service"), NBR may do so by amending these Terms, provided that we shall provide notice to you at least 10 days in advance of introducing such Additional Services if such services would materially and adversely affect you or your TLDs used with our Domain Services.

Additional Services shall be deemed Registry Services under these Terms. For purposes of these Terms, "Registry Services" includes but is not limited to (a) those services that are operations of the registry critical to the following tasks: (i) the receipt of data from registrars concerning registrations of domain names and name servers; (ii) provision to registrars of status information relating to the zone servers for the TLD; (iii) as determined solely by us it may also include dissemination of TLD zone files; operation of the registry DNS servers; and (iv) as determined solely by us it may also include dissemination of contact and other information concerning domain name server registrations in the TLD as required by these Terms; and (b) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator.

2.2. Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, commencing with the first calendar month in which the TLD is delegated in the root zone, NBR may deliver to you reports in the format determined by NBR in its sole discretion. Where such reports are provided, if the TLD is delegated in the root zone after the fifteenth (15th) calendar day of the calendar month, NBR may defer the delivery of the reports for such

first calendar month and instead deliver to you such month's reports at the time that NBR is required to deliver the reports for the immediately following calendar month.

2.3. Reserved or Blocked Names. NBR may at any time establish or modify policies concerning NBR's ability to reserve (i.e., withhold from registration, not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion.

2.4. Protection of Legal Rights of Third Parties. NBR may, at its election, implement additional protections of the legal rights of third parties. NBR shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD, including removing a TLD from being supported in connection with our Domain Services if such action is required as determined in our sole discretion. In responding to such reports, where NBR has determined that it must take action(s), you agree that NBR will not be deemed in violation of these Terms and that the Terms of Indemnification of NBR apply. In addition, you agree and understand that NBR will not be required to take any action in contravention of applicable law.

2.5. Registrars. All domain name registrations in the TLD must be registered through a registrar approved by NBR; provided, that NBR need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Article 2.4. NBR may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD.

If NBR is the registrant for any domain names in the registry TLD, such registrations must be through a NBR-affiliated registrar, and will be considered Transactions (as defined in Article 6.1) for purposes of calculating the Registry-level transaction fee to be paid to you by NBR pursuant to Article 6.1.

2.6. Personal Data. NBR shall comply with applicable privacy laws and contractually ensure participating registrars are bound to comply as well.

3. YOUR COVENANTS

3.1. Maintenance of TLD with NBR.

(a) You agree that, during the term of these Domain Services Terms, in order to be eligible to use the Domain Services you must maintain an Account with Namebase on the Site and manage TLDs used in connection with the Domain Services solely through the Site.

Further, in the event this Agreement is terminated, you agree that, in order for NBR and/or its registrar partners to adequately service other end users who may register names with your TLD using our Domain Services, you will refrain from transferring or disassociating any TLDs with

active registrations through the Domain Services from the Site for the greater of (i) one (1) year from the date of the last TLD registration effectuated through NBR and/or one of its registrar partners or (ii) the date that is the equal to the final date of expiration for any names currently registered with a particular TLD through NBR. By way of example and for the avoidance of doubt, if you notify NBR that you would like to cease using the Domain Services in connection with a TLD in which one end user has registered a second-level domain that expires two years from the date of your notice to NBR, you agree that you must maintain the TLD on the Site until the end of such two year period.

(b) Notwithstanding the foregoing, upon your termination of these Domain Services, you may elect to instruct NBR and/or our registrar partners to (i) prevent new registrations of names with your TLDs, and (ii) prevent renewals of names registered with your TLD, *on condition* that you (i) maintain any TLDs in use by other users as set forth in Article 3.1(a), and (ii) have fewer than 500 SLDs actively registered to your TLD. For the avoidance of doubt, if you have more than 500 SLDs actively registered to your TLD, you will not be able to stop renewals of these SLDs, so as to safeguard the registered users of these SLDs.

(c) In the event that you agree to these Terms and allow us to offer registrations with a TLD through our Domain Services that does not ultimately result in any registrations with respect to that TLD prior to you providing us notice that you wish to terminate this Agreement, you agree that you shall be required to maintain that TLD on the Site for a minimum of one (1) year from the date of listing such TLD with our Domain Services, *provided* that, upon your request and approval of any affected registrars, NBR may, in its sole discretion, elect to waive this minimum holding period for such unused TLDs.

3.2. Mandatory Timely Renewal of TLD(s). You agree that you will ensure any TLD offering registrations through our services are timely renewed according to the requirements of Handshake for the term of this Agreement.

MOREOVER, YOU ACKNOWLEDGE AND AGREE THAT MAINTAINING AN ACTIVE TLD IS CRITICAL WHEN THERE ARE ACTIVE SLD REGISTRATIONS. AND, THAT SHOULD YOU FAIL TO MAINTAIN AN ACTIVE TLD, YOU EXPLICITLY AUTHORIZE NBR TO DO THE FOLLOWING:

(a) Cure Default and Take Custody. Should you default in your obligation to maintain an active TLD, such as by not paying required fee(s) to Handshake, you explicitly agree that NBR may, at its sole discretion, pay such fee(s) and/or do such actions that may be required to ensure the TLD remains active. You further agree that, should NBR elect to take such action, NBR is granted custody of said TLD. "Date of Custody" shall be the date that the first action and/or payment is made by NBR;

(b) Right to Reclaim / Forfeiture. Should NBR take custody of a TLD per 3.2 (a), you understand and explicitly agree to the following regarding your right to reclaim custody of the TLD and/or forfeiture.

(i) *Months 1-6 from Date of Custody.* You have a right to reclaim custody of the TLD upon payment of: 1) monies paid by NBR in order to ensure the TLD remained active; and 2) Reclamation Fee as established by us in our sole discretion.

(ii) *More than 6 months from Date of Custody.* Upon the expiration of six (6) months from the Date of Custody, you acknowledge and agree that you have forfeited your right to reclaim the TLD. At such time, NBR has the right to keep the TLD or choose to sunset it, as determined by NBR in its sole discretion.

3.3. Non-Infringement. You agree not to use the Domain Services or the Site to infringe any intellectual property or other rights of any third party or relating to the Site or the Domain Services.

3.4. Handshake Forks. In the event of a fork of the Handshake Blockchain, you acknowledge and agree that NBR shall have sole discretion to choose which fork of the Handshake Blockchain to support with respect to the Domain Services and that you shall not be entitled to Domain Services with respect to a fork of the Handshake Blockchain that is not supported by NBR.

3.5. Tax Compliance.

(a) You understand and acknowledge that any fees paid to you in connection with this Agreement (including any fees described in Article 6) are exclusive of any sales, use, value added, withholding, services, consumption, excise and other transaction-based taxes assessed in respect of the Domain Services or the associated fees. You agree that you shall be responsible for all taxes based on or arising from your use of the Domain Services or your performance under this Agreement.

(b) You understand and acknowledge that NBR may be required to collect and report certain information in connection with your use of the Domain Services, including identification information, to a governmental entity for purposes of complying with applicable tax laws. By agreeing to these Terms, you explicitly agree that, upon our request, you will provide an Internal Revenue Services (“IRS”) Form W-9, appropriate IRS Form W-8 or other applicable IRS forms or any other U.S. or non-U.S. additional documentation or information required by the by us for purposes of satisfying our obligations under applicable tax laws. You further agree to our submission of such tax information to relevant governmental entities for purposes of complying with applicable tax laws and waive any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent us from compliance with the foregoing and otherwise with applicable law.

3.6. Compliance with NBR Policies. You agree to comply with all NBR and Namebase’s policies and rules in effect during the term of this Agreement, including but not limited to all Terms of Service, Privacy Policy, and any community Code of Conduct or guidelines provided by either Namebase or us from time-to-time.

4. TERM AND TERMINATION

4.1. Term. The term of these Domain Services Terms will begin when you begin using Domain Services and will end when terminated by you or by NBR, as described in this Article 4 (the “Term”).

4.2. Termination by You.

(a) Without Cause. You may terminate this Agreement at any time by providing notice to NBR and immediately ceasing your use of the Domain Services. However, if you have one or more TLDs in use through the Domain Services, then you explicitly acknowledge and agree that you continue to be subject to the terms of Article 3.1:

(b) For Cause. You may upon notice to NBR, terminate this agreement if (i) NBR fails to cure (A) any fundamental and material breach of NBR’s representations and warranties set forth in this Agreement, or (B) any breach of NBR’s payment obligations set forth in these Domain Services Terms, each within thirty (30) calendar days after you give NBR notice of such breach, which notice will include with specificity the details of the alleged breach, and (ii) NBR fails to comply with such determination and cure such breach within fifteen (15) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(c) Other. You may, upon notice to NBR, terminate these Domain Services Terms if (i) NBR makes an assignment for the benefit of creditors or similar act, (ii) a trustee, receiver, liquidator or equivalent is appointed in place of NBR or maintains control over any of NBR’s property, or (iii) NBR files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.

4.3. Termination by NBR.

(a) NBR may restrict, modify, suspend or terminate your access to Domain Services and these Domain Services Terms at any time for any reason at our sole discretion, including for any use of the Domain Services in violation of these Terms, applicable laws, or a third party’s intellectual property rights, provided that NBR shall remit payment for all Registry-Level Fees (as defined below) due at the time of such termination, and provided further that, if one or more of your TLDs are in use in connection with the Domain Services, NBR may continue to provide you with limited access to the Domain Services solely as necessary for NBR to continue to provide the Domain Services to other users.

4.4. Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant any termination of this Agreement, NBR shall provide you or any successor registry operator that may be designated by you for the TLD with all data regarding operations of the registry for the TLD that is necessary to maintain operations and registry functions (a “Registry Transfer”). You agree that the request must be reasonable, whether requested by you or such

successor registry operator, and that we will provide such information as soon as reasonably practicable, as determined by us in our sole discretion.

In connection with a Registry Transfer, NBR may restrict or limit data provided to you or a successor registry operator to the extent that NBR reasonably determines that (i) such action is necessary to protect NBR's or a third party's intellectual property rights, (ii) to comply with applicable laws, including data privacy laws, or (iii) to comply with a validly issued order from a court of competent jurisdiction or governmental.

4.5. Effect of Termination. Upon termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of these Terms accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6 and the obligations set forth in Article 3. In addition, Article 5, Article 7, and this Article 4.5 shall survive the expiration or termination of this Agreement.

5. DISPUTE RESOLUTION

5.1. Arbitration. Disputes arising under, related to, or in connection with this Agreement including requests for specific performance, will be resolved through the binding arbitration provisions of our Terms of Use. The arbitration will be conducted in the English language and will occur in Maricopa County, Arizona.

5.2. Limitation of Liability. Solely with respect to the Domain Services, NBR's aggregate monetary liability for violations of these Domain Services Terms will not exceed an amount equal to the Registry-Level Fees paid by NBR to you within the preceding twelve-month period pursuant to this Agreement. In no event shall NBR be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement. Except as otherwise provided in these Terms, NBR makes no warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

6. FEES

6.1 Participation fees.

The fee to participate in NBR's Domain Services is 500 HNS for each TLD. If your TLD has no active SLDs registered, the opt-out fee is 1000 HNS for each TLD. If your TLD has active SLDs

registered, the opt-out fee is 5000 HNS for each such TLD. If your TLD has 500 or more active SLDs registered, you cannot opt-out your TLD.

6.2 Registry-Level Fees.

(a) In connection with using the Domain Services, NBR shall provide you a user interface on the Site or email address (an “Administrative Interface”) where you can set registration fees for each TLD in use with our Domain Services (for each TLD, a “SLD Registration Fee”), subject to any mandatory minimums required and any other rules by NBR as set forth in your Administrative Interface. The amount of Registry-Level Fees (as defined below) that you are entitled to under this Agreement shall be based on the value of your SLD Registration Fees less \$1 for each SLD registered.

(b) NBR shall pay you a registry-level fee equal to the registry-level transaction fee (the “Registry-Level Fees”). The registry-level transaction fee for each TLD in use with our Domain Services will be equal to the product obtained by multiplying (x) the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one registrar to another, each a “Transaction”) during the applicable month by (y) the aggregated Adjusted SLD Registration Fees for such TLD in an applicable month, all subtracted by (z) the total number of SLDs registered.

(i) To illustrate how the Registry-Level Fees are calculated consider the following example. You set a SLD Registration Fee of \$10.00 for a TLD to be offered to end users using our Domain Services. NBR requires a SLD Registration Fee of \$1.00. In the first month following your listing of the TLD using our Domain Services, 50 second-level domains are registered on an annual basis. For that month, the Registry-Level Fees you would be entitled to earn would be **\$450.00**, equal to **50** (the number of SLD registrations) x **\$9.00** (the Adjusted SLD Registration Fee after deducting the \$1 SLD Registration Fee).

(ii) You acknowledge and agree that, if your SLD Registration Fee is equal to any mandatory minimum SLD Registration Fee required by NBR that no Registry-Level Fees for that TLD would be earned based on the calculation described in this Article 6.1.

(c) NBR shall pay the Registry-Level Fees on a monthly basis to your Namebase account associated with the TLD(s) within thirty (30) days following the end of the calendar month in which Registry-Level Fees are accrued and payable. Unless otherwise explicitly agreed between you and NBR, NBR shall pay the Registry-Level Fees in HNS at the then applicable USD exchange rate on the Namebase Pro exchange immediately prior to distributing the Registry-Level Fees, as determined by NBR in its reasonable discretion.

6.3. Adjustments to Fees. The registry-level fees may be adjusted at NBR’s sole discretion. In the event of any such change, NBR shall provide notice to you specifying the amount of such adjustment. Any fee adjustment under this Article 6.2 shall be effective as of the first day of the first calendar month following the date that NBR has provided you such fee adjustment notice.

6.4. Registrar Lookup Fees. NBR shall provide a public query-based Registrar lookup service that discloses which Registrar an SLD is registered with, at its sole expense.

7. MISCELLANEOUS

7.1. Indemnification of NBR. You agree to indemnify and defend NBR and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, in connection with, related to or arising out of your use of the Domain Services, including claims arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to NBR, NBR's operation of the registry for the TLD or NBR's provision of Registry Services, provided that you shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose due to the willful misconduct of: (i) the actions or omissions of the Indemnitees (other than actions or omissions requested by you or for your benefit), or (ii) due to a breach by NBR of any obligation contained in this Agreement or any willful misconduct by NBR. Further, this Article 7 shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court of competent jurisdiction or arbitrator.

7.2. Indemnification Procedures. If any third-party claim is commenced against NBR that is indemnified under Article 7.1 above, NBR shall provide notice thereof to you as promptly as practicable, *provided* that the failure to provide such notice shall not relieve you of your indemnification obligations under Article 7.1, except to the extent of any material prejudice directly resulting from such failure. You shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (i) you shall keep NBR informed of, and consult with NBR in connection with the progress of such litigation or settlement and (ii) you shall not have any right, without NBR's written consent, to settle any such claim in a manner that does not unconditionally release NBR. Notwithstanding the foregoing, in the event that (i) you fail to designate competent legal counsel to defend any claims indemnified under Article 7.1 (as determined by NBR in its reasonable discretion), (ii) you elect to defend the claim on a *pro se* basis, or (iii) you fail to respond to any notice of a claim that is indemnified under Article 7.1 within a reasonable period given the nature of such claim (and in any event, not more than 30 days from the date NBR has provided such notice), NBR shall be entitled, if it so elects, in a notice promptly delivered to you, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys selected by NBR in its sole discretion to handle and defend the same, at your cost and expense, and you agree to cooperate, in all reasonable respects with NBR and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at your own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom.

7.3. Change of Control; Assignment and Subcontracting. NBR may assign any of its rights and obligations under this Agreement. You may not assign any of your rights and obligations under this Agreement without the prior written approval of NBR. For purposes of this Agreement, a direct or indirect change of control shall be deemed an assignment.

7.4. No Third-Party Beneficiaries. This Agreement will not be construed to create any obligation by either you or NBR to any non-party to these Terms, including any registrar or registered name holder.

7.5. Notices and Changes. These Terms are subject to occasional revision, and if NBR makes any substantial changes, NBR may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the Site and the Domain Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Unless otherwise required by applicable law, any changes to these Terms will be effective upon the earlier of ten (10) calendar days following our dispatch of an email notice to you (if applicable) or immediately following our posting of notice of the changes on the Site and your continued use of the Site and the Domain Services following the posting of the notice on the Site. These changes will be effective immediately for new users of the Site.

7.6. Entire Agreement. This Agreement (including any other agreements or policies incorporated by reference which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the Domain Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.7. Ownership Rights. With the exception of Article 3.2, nothing contained in this Agreement shall be construed as (a) establishing or granting to NBR any property ownership rights or interests in the TLD or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of NBR.

7.8. Severability; Conflicts with Laws. These Terms shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of these Terms or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible.

7.9. Court Orders. NBR will respect any order from a court of competent jurisdiction. Notwithstanding any other provision of these Domain Services Terms, NBR's implementation of any such order will not be a breach of these Domain Services Terms.