

## **DOMAIN SERVICES AGREEMENT**

This Domain Services Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_ (the “**Effective Date**”) by and between Gateway Registry, Inc. a Delaware corporation (“**Gateway**”) and \_\_\_\_\_ (the “**Client**”). Gateway and Client shall each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, Client is a top-level domain owner on the Handshake network (“**TLD Owner**”) that desires to engage services to operate its top-level domain(s) on the Handshake network (“**TLD(s)**”) and to facilitate the registration of domain names under its TLD(s) by registrars of domain names on the Handshake network (“**Registrars**”);

**WHEREAS**, Gateway is a company that provides services related to the operation of TLDs and the registration of domain names by Registrars;

**WHEREAS**, Client desires to obtain access to Gateway’s Domain Services (as defined below); and

**WHEREAS**, the Parties desire to enter into this Agreement to define the terms under which Client will access, and Gateway will provide Client access to, Gateway’s Domain Services.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual agreements set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Domain Services.** Gateway will provide access to Domain Services to Client subject to the terms and conditions of this Agreement. Domain Services are defined as:
  - a. Gateway will be the registry operator for Client’s TLD(s) subject to this Agreement, which includes performing the following tasks: (i) the receipt of data from Registrars concerning registrations of domain names, including the designated name servers of those domain names; (ii) provision to Registrars of status information relating to the zone servers for the TLD(s); (iii) dissemination of TLD zone files; (iv) operation of the registry DNS servers; and (v) dissemination of contact and other information concerning domain name registrations under the TLD(s) as required by this Agreement. Additionally, Gateway will perform any other service that only a registry operator is capable of providing by reason of its designation as the registry operator.

- b. The set-up, maintenance, and operation of online infrastructure to facilitate and allow Registrars to register domain names under Client's TLD(s).
  - c. Make available to Client a website, API, or mobile application (collectively "**Site**") whereby Client in order to access the Domain Services must create an Account allowing Client access to an interface containing options regarding the limited management of its TLD(s) ("**Interface**").
  - d. Once per calendar month, Gateway shall deliver to Client a report related to Client's TLD(s) in a format, through a medium, and containing content as determined by Gateway in its sole discretion.
2. **Rights of Gateway.** Client acknowledges and understands that in order for Gateway to perform the Domain Services, Gateway has the following rights:
- a. **Reserved or Blocked Names.** Gateway shall have the unrestricted ability to reserve (i.e., withhold from registration or allocate to Gateway, and 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 sole discretion.
  - b. **Protection of Legal Rights of Third Parties.** Gateway may, at its election, implement additional protections to safeguard the legal rights of third parties. Additionally, Gateway may 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 the Domain Services. In responding to such reports, Gateway will not be required to take any action in contravention of applicable law.
  - c. **Registrars.** All domain name registrations under the TLD(s) must be registered through a Registrar approved by Gateway; provided, that Gateway need not use a Registrar if Gateway registers domain names in its own name in order to withhold such names from delegation or use in accordance with Article 2(a). Gateway may establish criteria for qualification to register names under the TLD(s) that are reasonably related to the proper functioning of the TLD(s). Gateway has the sole discretion to determine the period of time that a domain name is registered for before the Registrar must renew it.
  - d. **Handshake Forks.** In the event of a fork of the Handshake Blockchain, Client acknowledges and agrees that Gateway shall have sole discretion to choose which fork of the Handshake Blockchain to support with respect to the Domain Services and that Client shall not be entitled to Domain Services with respect to a fork of the Handshake Blockchain that is not supported by Gateway.

3. **Client Responsibilities.** Client understands and acknowledges the following responsibilities:

- a. **Account Maintenance.** In order to maintain eligibility to use the Domain Services, Client must maintain an Account with Gateway on the Site and manage the TLD(s) used in connection with the Domain Services solely through the Site and Interface. Client will be responsible for adding any of Client's TLDs that will be connected to the Domain Services and accordingly subject to this Agreement.
- b. **Interface Management.** Client is responsible for managing its TLD through the options provided to it through the Interface, which include options to stake TLDs and set the Registration Price and Renewal Price (as defined below). Except for the options provided through the Interface and as expressly stated in this Agreement, Client expressly waives any other remedies, powers, or rights with respect to the management, operation or control of its TLD(s) during the Term of this Agreement.
- c. **Non-Infringement.** Client agrees not to use the Domain Services, the Site, or the Interface to infringe any intellectual property or other rights of any third party.
- d. **Compliance with Gateway Policies.** Client agrees to fully comply with all Gateway policies and rules in effect during the Term, including Gateway's Terms of Service, Privacy Policy, and any community Code of Conduct or guidelines promulgated or modified by Gateway from time-to-time.

4. **Staking and Unstaking**

- a. **Sophistication of the Parties.** The Parties acknowledge that they are informed of and understand the technical nature of how the Handshake Blockchain and network function and operate. Such knowledge includes, but is not limited to, the staking and unstaking process for TLDs.
- b. **Staking Process.** To access and use Gateway's Domain Services for any TLD, Client must stake that TLD with Gateway's registry. To stake a TLD with Gateway's registry, Client must send a Handshake TRANSFER transaction for the TLD to the Handshake receiving address of Gateway's registry, which will be provided by Gateway to Client through a channel as determined by Gateway. Then, after 288 blocks, Client must send a corresponding Handshake FINALIZE transaction for the TLD.
- c. **Unstaking Process.** Client acknowledges and understands that after the above-mentioned TRANSFER and FINALIZE transactions are completed, Gateway will exclusively possess the private key for Client's TLD. Client further acknowledges and understands that Gateway will hold such private key in confidence and unless subject to a legal obligation, will not intentionally share the private key with Client or any third-party. If this Agreement is terminated

according to Article 7, Gateway will perform similar operations as described in this Article 4 to unstage (i.e., send the TRANSFER and FINALIZE transactions), but only if the necessary conditions for termination as described in Article 7 have been met.

## 5. Ownership Rights in TLD

- a. Nothing contained in this Agreement shall be construed as establishing or granting to Gateway any property ownership rights or interests in Client's TLD(s) or the letters, words, symbols or other characters making up the TLD string. Gateway may not represent or treat Client's TLD(s) as belonging to Gateway. Gateway may not grant a security interest in Client's TLD(s). Except as required by law, or except as provided in this Agreement, Gateway will not sell, transfer, loan, hypothecate, or otherwise alienate Client's TLD(s) unless instructed by Client.

## 6. Fees.

- a. Client must use the Interface to set the price paid by a Registrar to Gateway to register a domain name with Client's TLD(s) ("**Registration Price**") subject to mandatory price minimum requirements ("**Registration Minimum**") set by Gateway through the Interface.
- b. Client must use the Interface to set the price paid by a Registrar to Gateway to renew a registration for a previously registered domain name with Client's TLD(s) ("**Renewal Price**") subject to mandatory price minimum requirements ("**Renewal Minimum**") set by Gateway through the Interface.
- c. Any renewal or registration of a Domain Name will be considered a "**Transaction.**" For any Transaction, Gateway will pay to Client a fee calculated as 70% of whichever difference is applicable to the Transaction: (i) the Registration Price minus the Registration Minimum or (ii) the Renewal Price minus the Renewal Minimum (i.e.,  $0.7 \times (\text{Registration/Renewal Price} - \text{Registration/Renewal Minimum})$ ).
- d. Client acknowledges and understands that if the Registration Fee is equal to the Registration Minimum or the Renewal Fee is equal to the Renewal Minimum, that no fee would be earned by Client from such Transactions. Further, Client acknowledges and understands that all fees paid by Registrars not expressly due to Client under this Agreement will be retained by Gateway.
- e. Gateway shall pay fees calculated based on Article 6(c) corresponding with all Transactions for a given month ("**Fee**") to Client on a monthly basis to Client's Account within fifteen (15) calendar days following the end of the calendar month in which the Fee is accrued. Gateway shall pay the Fee in either (i) Handshake

(HNS) at the then applicable United States Dollar (USD) exchange rate, as determined by Gateway in its reasonable discretion, immediately prior to distributing the Fee, or (ii) any other arrangement involving the transfer of cryptocurrency or USD to Client as determined by Gateway in its reasonable discretion. In the event Gateway decides to pay the Fee pursuant to this Article 6(e)(ii), Gateway will provide Client a fifteen (15) calendar day notice of the determination of how the Fee will be paid.

- f. **Adjustments.** Registration Prices and Renewal Prices may be modified by Client in its discretion. Registration Minimum and Renewal Minimums may be modified by Gateway in its discretion. In the event any of the amounts listed in this Article 6(f) are modified, the Party so modifying the amount shall provide notice to other Party specifying the amount of such modification, and such modification will not be effective until the first day of the next calendar month or five (5) business days after the notice, whichever date is further out. Notwithstanding the foregoing, such modification shall not be effective until implemented through the Interface by Gateway.
- g. **No DNS Lookup Fees.** Gateway shall provide public query-based DNS lookup service for the TLD (that is, operate the registry TLD zone servers) at its sole expense.

## 7. Term and Termination

- a. The term of this Agreement begins when Client began using the Domain Services, or when this Agreement is executed, whichever event is earlier, and will end when terminated by Client or by Gateway, as described below, or three (3) years from the Effective Date, whichever is earlier (the “**Term**”). At the conclusion of the first Term and each subsequent Term thereafter, this Agreement shall automatically renew for an additional three (3) year period, constituting a new Term. Thirty (30) calendar days prior to the expiration of any Term shall constitute a “**Renewal Period**.” Client may exercise its options under and subject to Article 7(b)-(c) only: (i) within the Renewal Period or (ii) at any time if Gateway is in material breach of this Agreement and Gateway has not cured such material breach within thirty (30) calendar days upon receiving written notice of such material breach by Client. Client expressly agrees that its remedies for a material breach by Gateway are limited and subject to its options in Article 7.
- b. **Termination by Client when TLD not in use.** Subject to Article 7(a), if there are no active domain name registrations under any of Client’s TLD(s), then Client may terminate this Agreement for any reason by providing notice to Gateway. In such event, Client must immediately cease using the Domain Services upon termination.

- c. **Termination by Client when TLD in use.** Subject to Article 7(a), if there is at least one active domain name registration under at least one of Client's TLD(s), then Client may only terminate this Agreement if it has secured the services of another Domain Services provider and agrees to transfer Client's TLD(s) and associated domain names registered under such TLD(s) to such Domain Services provider. Gateway must approve the other Domain Services provider and transfer procedure before transfer and termination can be effected. Gateway will facilitate the transfer of TLD(s) and associated domain names within a reasonable period of time.
- d. **Removal of TLDs.** For any TLD connected to the Domain Services and accordingly subject to this Agreement, Client may use the Interface to remove such TLD from connection to the Domain Services without terminating this Agreement with respect to Client's other TLD(s), provided only, however, that such TLD to be removed does not have any active domain name registrations under it at the time of removal. Client acknowledges that in the event that Client disconnects a TLD from the Domain Services pursuant to this Article 4(d), it is at Gateway's sole discretion whether for such TLD Gateway will facilitate a TRANSFER and FINALIZE transaction as described in Article 4.
- e. **Termination by Gateway.** Gateway may restrict, modify, suspend or terminate Client's access to Domain Services at any time for any reason at Gateway's sole discretion, including for any use of the Domain Services in violation of this Agreement, applicable laws, or a third party's intellectual property rights, provided that Gateway shall, pursuant to Article 6, pay any Fee accrued prior to such restriction, modification, suspension or termination, and provided further that, if there is at least one active domain name registration under Client's TLD, Gateway may continue to provide Client with limited access to the Domain Services solely as necessary for Gateway to continue to provide services to the Registrar(s).

## 8. Tax Compliance

- a. Client understands and acknowledges that any Fee paid to Client by Gateway is 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. Client is responsible for all taxes based on or arising from its use of the Domain Services (other than taxes based on Gateway's income).
- b. Client understands and acknowledges that Gateway may be required to collect and report certain information in connection with Client's use of the Domain Services, including identification information, to a governmental entity for purposes of complying with applicable tax laws. Client agrees that upon request by Gateway, Client will provide to Gateway 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 Gateway for purposes of satisfying Gateway's obligations under applicable tax laws. Client further agrees that Gateway may submit tax information to relevant governmental entities for purposes of complying with applicable tax laws and waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent Gateway from compliance with the foregoing and otherwise with applicable law.

- 9. Independent Contractor Status.** This Agreement creates an independent contractor relationship between the Parties. This Agreement does not create any employment or agency relationship between Gateway and Client. Except as stated otherwise in this Agreement, neither Party has the authority, and shall not hold itself out as having the authority, to bind the other Party or make any agreements or representations on the other Party's behalf without the other Party's prior written consent. Client shall not control the manner or means by which Gateway performs the Domain Services. Each Party is solely responsible for all acts and activities of its employees and contractors. Gateway is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Client's behalf. Client agrees to be responsible for and indemnify Gateway against all such taxes or contributions, including penalties and interest.

**10. Intellectual Property and Proprietary Rights.**

- a. As between the Parties, Gateway shall own and retain all right, title, and interest in and to (i) the Domain Services and all improvements, enhancements, work product, information collected through the Domain Services, or modifications thereto; (ii) any software, applications, coding, inventions or other technology developed in connection with the Domain Services, including the Site and Interface; and (iii) all intellectual property rights currently owned by Gateway and related to any of the foregoing. Subject to the terms of this Agreement and Client's compliance with said terms, Gateway grants to Client a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to use the Domain Services for their intended purposes. The Domain Services are not intended to disparage, defame, exploit, or invade the privacy of or infringe upon the intellectual property or other rights of any individual or entity, or for any illegal purpose. Client shall not, and shall not permit others to: (i) reproduce Domain Services or any portion thereof; (ii) use the Domain Services in any manner that violates the terms of this Agreement; (iii) modify, translate, manipulate, or create derivative works of, or decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code form or structure of any aspect of the Domain Services, including the Site and Interface; (iv) assign, share, sell, sublicense, distribute, grant a security interest in, or otherwise transfer the Domain Services or Client's limited right to access and use the Domain Services any way except what is permitted under this Agreement; or (v) alter,

remove, or obscure any proprietary notices or labels connected to the Domain Services.

- b. During the term of this Agreement, each Party grants to the other Party a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to use the trademark of the other Party solely for the purpose of marketing and promoting the Domain Services and to communicate (including to the public on a social media platform) the business relationship of the Parties. Notwithstanding the foregoing, the Parties shall at all times accurately portray the relationship of the Parties described in this Agreement and shall not disparage or defame the other Party. Neither Party has any right to modify the trademark of the other Party in any way. Throughout the Term of this Agreement and hereafter, each Party is and remains the sole and exclusive owner of their individual marks and all goodwill associated with their individual marks will not create any right, title, or interest in the marks for the other Party. Each Party shall use the other's mark in accordance with the terms of this Agreement so that the marks create a separate and distinct impression from any other trademark that may be used or affixed to the same material, communication, or document. Each Party shall have the sole right and discretion to bring, prosecute and settle infringement, unfair competition and similar proceedings based on their own marks.
- c. The licenses granted herein shall automatically expire upon the termination of this Agreement. Except as expressly set forth herein, no other rights are granted under this Agreement.

## **11. Representations and Warranties.**

- a. Each Party hereby represents and warrants to the other Party that (i) it has all necessary authority to enter into this Agreement and perform its obligations hereunder; (ii) it is not a party to or bound by any agreement or understanding which restricts or limits its right to enter into this Agreement or perform its obligations hereunder; (iii) it has obtained all rights, licenses, and permits and obtained all releases necessary to provide or access the Domain Services; and (iv) if the Party is an entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.
- b. Client further represents and warrants to Gateway that:
  - i. All information provided to Gateway related to this Agreement is complete, true and accurate to the best of Client's knowledge.
  - ii. Client has all requisite power and authority to sell, assign, transfer and deliver all the TLDs related to this Agreement, free and clear of all liens, encumbrances, equities, security interests, restrictions and claims whatsoever, other than restrictions imposed by applicable law. Client has good and marketable title to the TLDs related to this Agreement and has



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 the same which is now outstanding and in force, or otherwise disposed of the same. To Client's knowledge, no person, firm, corporation, agency or government other than Client or its authorized representatives has or has asserted any right, title, claim, equity or interest in, to or respecting the TLDs.

- iii. Client's use of the Domain Services and all content on Client's website and social media channels shall not contain any material or information that is unlawful, disparaging, defamatory or offensive.
- iv. If Client is an individual, then Client is eighteen (18) years of age or older and capable of entering into a binding agreement.
- v. All TLDs that Client connects, has connected, or will connect to the Domain Services are subject to the representations in this Article 11.

## **12. Disclaimer.**

- a. Gateway provides its Domain Services on an "as is" basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. Gateway makes no warranty that its Domain Services are error-free, performed without interruption, or will meet the satisfaction of Client. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **13. Indemnification.**

- a. Client shall indemnify, defend, and hold harmless Gateway from all third-party claims and lawsuits which are caused by Client's breach of this Agreement; provided, however, that Client shall not be obligated to indemnify, defend, and hold harmless Gateway from a third-party claim or lawsuit that arises out of the willful misconduct or gross negligence of Gateway. This indemnification obligation and continuation thereof is subject to (i) Gateway providing Client with prompt written notice of any claim or lawsuit it believes is subject to this Article 13; (ii) Client having sole control of the defense and all negotiations for settlement or compromise thereof; and (iii) Gateway's cooperation in the defense of such claim or lawsuit.
- b. Notwithstanding the foregoing, Client shall keep Gateway informed of, and consult with Gateway in connection with the progress of such litigation or settlement and Client shall not have the right, without Gateway's written consent, to settle any such claim in a manner that does not unconditionally release

Gateway. In addition, in the event that (i) Client fails to designate competent legal counsel to defend any claims indemnified under this Article 13 (as determined by Gateway in its reasonable discretion), (ii) Client elects to defend the claim on a *pro se* basis, or (iii) Client fails to respond to any notice of a claim that is indemnified under this Article 13 within a reasonable period given the nature of such claim (and in any event, not more than thirty (30) calendar days from the date Gateway has provided such notice), Gateway shall be entitled, if it so elects, in a notice promptly delivered to Client, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys selected by Gateway in its sole discretion to handle and defend the same, at Client's cost and expense, and Client agrees to cooperate, in all reasonable respects with Gateway and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at Client's own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom.

14. **Limitation of Liability and Client's Release of Claims.** To the maximum extent permitted by law, Gateway and its officers, employees, affiliates, representatives, and contractors shall not be responsible to Client for any claim of any type whatsoever arising out of the Domain Services or this Agreement, including but not limited to claims arising under theories of contract, negligence, and strict liability. Gateway shall not be liable to Client for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof, arising from the Domain Services or this Agreement. Client acknowledges that subsequent to the execution of this Agreement it may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement is executed, and which if known by Client or Gateway may have materially affected the decision to execute this Agreement. Client agrees that it is assuming the risk of such unknown facts and such unknown and unsuspected claims. Client acknowledges that it has been advised of the existence of Section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding such provision, Client's release herein shall constitute a full release. To the maximum extent permitted by law, Client knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction, and acknowledges and agrees that this waiver is an essential and material term of this release. Client hereby represents that it understands and

acknowledges the significance of this release and of this specific waiver of Section 1542 and other such laws.

15. **Succession and Assignment.** Client shall not assign any rights or obligations under this Agreement without Gateway's prior written consent. Any assignment without the prior written consent required under this Article is null and void. Nothing in this Article 15 should be read to limit Gateway's ability to assign their rights and obligations under this Agreement, which are without restriction.
16. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
17. **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, is effective unless in writing signed by the Parties. No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance.
18. **Governing Law.** This Agreement and all related documents including all exhibits attached hereto will be governed in all respects by the laws of the United States of America and by the laws of the State of Delaware without giving effect to any conflict of laws principles that require the application of the law of a different jurisdiction. The Parties intend that this Article 18 applies notwithstanding the language in Article 14.
19. **Notices.** Any notice, demand, request, waiver, instruction or other communication required or permitted to be given under this Agreement must be in writing and will be deemed sufficient when delivered by electronic mail with read receipt requested to the addresses set forth below, as subsequently may be modified by written notice:  
  
If to Client: \_\_\_\_\_  
  
If to Gateway: support@gateway.io
20. **No Third-Party Beneficiaries.** This Agreement will not be construed to create any obligation by either Party to any non-party to this Agreement, including any Registrar or registered name holder.
21. **Court Orders.** Gateway will respect and comply with any order from a court of competent jurisdiction, including any orders from any jurisdiction where the consent or non-objection of the government was a requirement for the delegation of the TLD. Notwithstanding any other provision of this Agreement, Gateway's response or implementation of any such order will not be a breach of this Agreement.
22. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable

such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, this Agreement shall be modified to affect the original intent of the Parties to the fullest extent permitted under applicable law.

23. **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the Parties and their respective counsel, if any; accordingly, this Agreement is the product of the Parties, and no ambiguity is construed in favor of or against any one of the Parties.
24. **Dispute Resolution Procedures.** Unless otherwise agreed to in writing by the Parties, any dispute which has not been resolved between them shall be settled by binding arbitration in accordance with the Judicial Arbitration and Mediation Services (“**JAMS**”) Comprehensive Arbitration Rules and Procedures conducted in Dallas County, Texas unless the Parties mutually agree in writing to conduct the arbitration remotely. The Parties shall mutually select a single independent, conflict-free arbitrator, who has sufficient background and experience to resolve the matter in dispute. If the Parties are unable to reach agreement on the selection of the arbitrator within fifteen (15) business days after submission to arbitration, then either Party or both Parties shall immediately request JAMS to select an arbitrator with the requisite background, experience and expertise in the industry. Any judgment or award rendered by the arbitrator is final and binding on the Parties, and is governed by the terms and conditions hereof. Each Party shall pay its own costs and expenses and attorneys’ fees. All proceedings and decisions of the arbitrator are proprietary and confidential information of each of the Parties. Notwithstanding the foregoing, either Party may proceed to court in the State of Texas, Dallas County to secure injunctive relief for any claim before or while arbitration is pending. In the event this arbitration clause is found unenforceable, the Parties hereby submit to the exclusive jurisdiction of the federal and state courts in Dallas County, Texas for the adjudication of disputes arising from this Agreement.
25. **Further Execution.** The Parties agree to take all such further actions as may reasonably be necessary to carry out and consummate the intents and purposes of this Agreement.
26. **Survival.** Provisions of this Agreement that may naturally survive termination shall do so, including but not limited to the provisions at Article 2, 4, 10-14 and 21.
27. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“**Impacted Party**”) control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) pandemics, epidemics, local disease outbreaks, public health emergencies, or quarantines; (e) government order, law, or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) other similar events beyond the control of the Impacted Party. The Impacted Party shall give prompt notice of

the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Domain Services Agreement as of the Effective Date.

EFFECTIVE DATE: \_\_\_\_\_

\_\_\_\_\_

**GATEWAY REGISTRY, INC.**