RESELLER AGREEMENT FOR NAMEBLOCK SERVICES

PARTIES

This Reseller Agreement (the "**Agreement**"), dated as of , is made and entered into by and between:

(1) **NameBlock AS**, a Norwegian private limited company incorporated and registered in Norway, (company number 991 279 466) which has its registered office at 2nd floor, Filipstad brygge 1, 0252 Oslo, Norway (hereafter referred to as "**NameBlock**"); and

(2) , a registered in (company number) which has its registered office at
(hereafter referred to as "**Reseller"**)

NameBlock and the Reseller" may be referred to individually as a "**Party**" and collectively as the "**Parties**."

CONSIDERATIONS

WHEREAS, NameBlock has developed the NameBlock System and Services;

WHEREAS, Reseller wishes to gain access to the NameBlock System for the purposes of reselling, as a non-exclusive reseller, the NameBlock Services;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, NameBlock and the Reseller, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 "Abuse Variants List" means the list of Variants of the Block Label that is generated by NameBlock's abuse variant algorithm.

1.2. "Agreement" means this Reseller Agreement, including its appendices, modifications and supplements thereof or thereto.

1.3. "Applicant" means a natural person, organization or company that wishes to submit a Block Application.

1.4. "Block" or, "Blocks" or "Blocked" means one or a collection of domain names that have been blocked from registration in the NameBlock System.

1.5. “ Blocking Agreement” means the agreement between the Applicant or Block Owner and the Reseller.

1.6. “Block Application” means a request to create or renew a certain Block submitted via a NameBlock Reseller on behalf of an Applicant.

1.7. “Block Label” means the term upon which a Block Application is submitted and a Block created.

1.8. “Block Owner” or “Owner” means the owner of a Block.

1.9. “Blocked Domain Name” means a Domain Name that is Blocked from registration and is included within an active Block.

1.10. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential or would reasonably be understood to be confidential, even if not identified in writing as such, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.11. " Disclosing Party" has the meaning set out in Clause 5.1.

1.12. "Domain Name" refers to a domain name consisting of at least a Second Level (left of the dot) and Top Level (right of the dot), e.g. example.TLD.

1.13. "DNS" means the Internet Domain Name System.

1.14. "Effective Date" shall be the date first set forth on the first page of this Agreement.

1.15. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.16. "IPR Claim" has the meaning set out in Clause 6.1.2

1.17. "NameBlock" has the meaning set out in the "Parties" section.

1.18. “NameBlock System" or “System” means the system operated by NameBlock to provide the Services, including but not limited to the API’s and the Portal.

1.19. “NameBlock Policies” includes NameBlock’s Terms & Conditions, Privacy Policy, Dispute Resolution Policies, and any other NameBlock rules or policies as listed at https://nameblock.com/legal as they relate to the Services and this Agreement.

1.20. "Personal Data" refers to data about any identified or identifiable natural person.

1.21. “Portal” refers to the NameBlock Portal, which is part of the NameBlock System, where Resellers are able to, including but not limited to, access Contact and Billing information, view available Services and submit orders and Block Applications.

1.22. "Receiving Party" has the meaning set out in Clause 5.1

1.23. “Registry Operator” means the individual or entity who is responsible for operating one or several TLDs.

1.24. “Registry Service Provider” means the technical backend provider as selected by the Registry Operator.

1.25. “Services” or “Name Block Services” means the NameBlock products and services as made available through the NameBlock System, including but not limited to those described in Appendix 1, and as amended from time to time.

1.26. “Second Level Domain” or “SLD” means second level domain, representing the Domain Name to the left of the dot preceding the TLD (e.g., in the Domain Name “example.TLD”, “example” is the SLD).

1.27. “Sub-reseller” means a third party who has entered into a written agreement with Reseller, which includes an obligation for the Sub-reseller to comply with all of the terms of this Agreement, to resell the NameBlock Services.

1.28. "Term" means the term of this Agreement, as set forth in Subsection 8.1.

1.29. “Third Party Blocking Services” means any blocking services managed and operated by third parties, made available through the NameBlock System.

1.30. "TLD" or “TLD(s)” means a top-level domain of the DNS or Web3.

1.31. "Variant” or “Variants" means one or several term(s) in the list generated by NameBlock's abuse variants algorithm.

1.32. "Web3" refers to the decentralized web (as opposed to the web2 DNS), based on blockchain technology.

1.33. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

1.34. In this Agreement, (including the appendices), unless the context otherwise requires:

1.34.1 any reference to a statute shall be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;

1.34.2 words such as "hereunder", “hereinafter”, "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section or clause hereof;

1.34.3 the Appendices and policies referred to in this Agreement shall form part of and be deemed to be incorporated in this Agreement;

1.34.4 any reference to any document includes that document as amended, replaced or supplemented from time to time;

1.34.5 any reference to a “person” includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns;

1.34.6 words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa; and

1.34.7 headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement.

2. OBLIGATIONS OF NAMEBLOCK

2.1. Access to NameBlock System. Throughout the term of this Agreement, NameBlock shall operate the NameBlock System and provide Reseller with access to transmit information to the NameBlock System.

2.2. Application and Maintenance of Blocks. NameBlock will review a Block Application for administrative compliance before implementing a Block.. Subject to the provisions of this Agreement, NameBlock shall implement the Blocks in the NameBlock System for the term for which Reseller has paid the fees required by Subsection 4.1.

2.3. Technical Access; License. NameBlock shall provide to Reseller documentation, which shall provide sufficient technical specifications to permit Reseller to interface with the NameBlock System. Subject to this Agreement, NameBlock hereby grants Reseller and Reseller accepts a non-exclusive, non-transferable (save for the right to appoint sub-resellers), worldwide limited license to (i) act as a reseller for the NameBlock Services and (ii) use for the Term and purposes of this Agreement, all components owned by or licensed to NameBlock in and to the Portal, APIs, any software and any other intellectual property included in the documentation, as well as updates and redesigns thereof, to provide Services only and for no other purpose.

2.4. Changes to the NameBlock System. NameBlock may from time to time replace or make modifications to the NameBlock System, in whole or in part, or other materials licensed hereunder that will modify, revise or augment the features of the NameBlock System. NameBlock will provide the Reseller with at least ninety days' notice prior to the implementation of any material changes to the NameBlock System or other materials licensed hereunder.

2.5. Engineering and Customer Service Support.

> 2.5.1. Engineering Support. NameBlock agrees to provide the Reseller with reasonable engineering email or chat support (24 hour/7 day) to address engineering issues arising in connection with the Reseller's use of the NameBlock System.
>
> 2.5.2. Customer Service Support. During the Term of this Agreement, NameBlock will provide reasonable email and chat customer service support to Reseller (but not to Block Owners or prospective customers of the Reseller), for non-technical issues solely relating to the NameBlock System and its operation. NameBlock will provide the Reseller with an email address for such support during implementation of the NameBlock system, APIs and Portal.

2.6. Handling of Shared Personal Data. NameBlock shall through its Privacy Policy notify Reseller how Shared Personal Data is to be submitted, collected or managed. The Reseller is obliged to present this Privacy Policy to its customers, either by including it in, or referencing it in the Blocking Agreement. The Reseller is further required to implement its own privacy policy towards its customers and its resellers' customers, informing them about the disclosure of Shared Personal Data to NameBlock.

NameBlock and Reseller are both obliged to process Shared Personal Data in accordance with applicable data protection laws and the Data Processing Agreement (DPA) attached hereto as Appendix 4.

Reseller shall take appropriate security measures to protect such Shared Personal Data against unauthorized access to, or unauthorized disclosure, alteration or destruction and otherwise only process Shared Personal Data in accordance with the Data Processing Agreement entered into between the Parties.

NameBlock may from time to time use the demographic data collected for statistical analysis, provided that this data is anonymized and the analysis will not disclose individual Shared Personal Data or be traceable back to any one individual and provided that such use is compatible with the notice provided to the Reseller regarding the purpose and procedures for such use. Furthermore, by accessing and communicating with the NameBlock Service, Reseller acknowledges that such use may result in data being transferred across international borders, should Reseller access and use the Services from a location outside of the country in which NameBlock servers are located. By using the Service, Reseller consents to such transfers.

2.7. Availability and Outages. NameBlock will use best endeavors to provide the Services without interruptions. However, from time to time the Reseller may experience disruptions mainly due to circumstances beyond the control of NameBlock for which NameBlock excludes all liability. NameBlock may also need to perform maintenance of its hardware and/or software, which may interrupt the provision of the Services. NameBlock will provide, wherever possible, advance notice to Resellers of any maintenance that may affect the Service.

2.8 Dispute Resolution. Disputes arising out of or concerning the Services will be handled in accordance with the relevant Agreement(s) and NameBlock Policies, including but not limited to NameBlock's Dispute Resolution Policies and Terms and Conditions, as amended from time to time and made available via NameBlock's website https://nameblock.com/legal. Reseller and, where applicable, its Sub-resellers, agree to be bound by their responsibilities in such Policies, including but not limited to timely participation in registrar/reseller verification of Block Owner/Applicant contact information. Prior to initiation of any dispute process, NameBlock may, in its sole discretion, perform an internal review to attempt to solve the matter free of charge and Reseller will participate in good faith in any such proceeding or effort.

2.9. New and Changes to Services. NameBlock shall provide the Reseller no less than thirty (30) days written notice of any new Services or significant material changes to existing Services. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new or existing Service. Reseller acknowledges that by continuing use or provision of the Services after the changes in such notice go into effect, Reseller is deemed to have agreed to the changes, revisions or additions.

2.10 Reseller use of NameBlock name and logo. In consideration of the payment of the Fees (as more particularly described in Section 4) and subject to Reseller’s proper performance of its obligations

hereunder, NameBlock hereby grants to Reseller on and subject to this Agreement a non-exclusive, non-transferable, revocable, worldwide, royalty-free, personal license during the Term of this Agreement to use such of NameBlock's name and logos as is required to identify itself as a reseller of NameBlock Services. This license may be assigned or sublicensed by the Reseller to a Sub-Reseller but not to any other third party. All goodwill generated from Reseller's use of any of NameBlock's name, logo or trademarks vests in and shall automatically vest in and shall belong to and be the absolute property of NameBlock, and Reseller shall promptly do all such acts and things and execute and deliver all such documents and instruments required by NameBlock to give NameBlock the full benefit of this sub-section 2.10.

3. OBLIGATIONS OF RESELLER

3.1. Reseller Responsibility for Customer Relationship and Support. Reseller shall sell the Services in its own name and for its own account to Applicants and Block owners and provide (i) support to accept Block Applications for registration, renewal, deletion or transfer of Blocks and (ii) customer service, billing and technical support to Block Owners.

3.2. Sub-Resellers. Reseller may choose to allow their own resellers to submit Block Applications. Reseller agrees to expressly and contractually bind its resellers to all obligations of Reseller under this Agreement, including the Policies outlined in subsection 3.5 1-4. Without prejudice, Reseller will in any event remain fully responsible for the compliance of all obligations under this Agreement.

3.3. Resellers Blocking Agreement.

3.3.1 At all times, the Reseller shall have in effect an electronic or paper Blocking Agreement with the Block Owner. An electronic version of the Blocking Agreement should be made available and accessible via Reseller's website. Reseller is responsible for ensuring that a Block Applicant, prior to or at the latest on Block Application submission, has agreed to be bound by the Blocking Agreement.

3.3.2 In its Blocking Agreement, Reseller shall require, at a minimum, that Block Applicant and Block owner:

(i) provide and maintain full and accurate contact information with Reseller at all times

(ii) expressly acknowledge, accept and comply with NameBlock Terms and Conditions, Privacy Policy and Dispute Resolution Policy, as well as, when applicable, the policies of Third Party Blocking Services, all as modified from time to time and made available at https://nameblock.com/legal.

(iii) expressly acknowledge, accept and comply with Trademark Clearinghouse terms and policies, when applicable, made available at https://www.trademark-clearinghouse.com

(iv) consent to the handling, use and processing of personal data consistent with the Data Processing Addendum, as provided in Appendix 4 to this Agreement

(v) acknowledge and agree that NameBlock reserves the right to deny or cancel any Block, that it deems necessary, in its discretion; (1) to protect the integrity and performance of NameBlock's and contracted Registry Operators' systems; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of NameBlock or Registry Operator, as well as its affiliates, subsidiaries,

officers, directors, and employees; (4) per the terms of the Blocking Agreement or (5) to remedy any system errors or to fix mistakes made by NameBlock, Registry Operator or any Reseller in connection with a Block; (6) to otherwise enforce NameBlock's Policies or ICANN Requirements, each as amended from time to time. No refunds of fees will be issued as a result of a denial or cancellation based on any of the above mentioned reasons if the fault is due to the Block Applicant or Reseller.

(vi) agree to indemnify, defend and hold harmless NameBlock and its contracted Registry Operators and their respective Registry Service Providers, as well as NameBlock's, Registry Operator's and Registry Service Provider's directors, employees, consultants, agents, subcontractors, subsidiaries, affiliates and shareholders from and against any and all claims, proceedings, damages, losses, costs, expenses, or other liabilities of any kind, whether known or unknown, including reasonable legal fees, in any way arising out of, or otherwise in connection with Block Applicant's or Block Owner's block application or ownership or violation of any provision in the Blocking Agreement or NameBlock Policies. Block Applicant and Block owner shall further acknowledge that NameBlock has no liability of any kind for any loss relating to or resulting from any dispute processes or internal review processes contained in the NameBlock Policies or Third Party Blocking policies or disputes arising as a consequence of the decision rendered in any such processes The Blocking Agreement shall further require that this indemnification obligation survive the termination, for whatever reason, or expiration of the Blocking Agreement.

3.4 Reseller responsibility to ensure accurate contact information.

3.4.1 If NameBlock or any other third party believes Block contact information to be false or inaccurate, Reseller must either correct or confirm the accuracy of the contact information within seven (7) days of receiving such notice from NameBlock or third party. Reseller's failure to correct or confirm the information in a timely manner may, in NameBlock's sole discretion, result in the relevant Block being denied or deleted without any Fees being refunded.

3.4.2 Reseller will not alter, misrepresent or otherwise insert misleading information when submitting or managing a Block Application.

3.5. Compliance with NameBlock Policies and other policies. By entering into this Agreement, Reseller agrees to be bound by, and to have read and accepted, the NameBlock Policies as amended from time to time, and policies of Third Party Blocking Services, all of which are available at https://nameblock.com/legal.

3.6. Data Submission Requirements.

3.6.1. Reseller shall submit complete data as required by technical specifications of the NameBlock System that are made available to Reseller from time to time. Including, but not limited to, where required:

3.6.1.1 Reseller will provide verified Signed Mark Data ("SMD") file or other trademark registration evidence as requested by NameBlock, as part of the Block Application process or

otherwise, and confirm that the Applicant name corresponds to the name on the relevant SMD file or trademark registration;

3.6.1.2. Reseller will verify that the Applicant is the same individual or entity as the registrant for the Domain Name, or Block Owner of the Blocked Domain Name, used as Block Label, and will require and confirm that this information remains accurate in accordance with section 3.4 above;

3.6.2. Reseller shall submit any corrections or updates from Applicant or Block Owner relating to the Block or Applicant / Block Owner contact details to NameBlock in a timely manner (3.4).

3.6.3 Reseller will participate in dispute processes and provide requested Block Owner contact data as required in a timely manner (3.8)

3.7. Security. Reseller shall develop and employ all necessary technology and restrictions to ensure that its connection to the NameBlock System is secure and that all data exchanged between Reseller's system and the NameBlock System shall be protected to avoid unintended disclosure of information. Reseller shall employ the necessary measures to prevent its access to the NameBlock System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of NameBlock, except as reasonably necessary to submit a Block Application or modify existing Block. In addition, NameBlock may require other reasonable security provisions to ensure that the NameBlock System is secure and stable.

3.8 Dispute Resolution. Disputes arising out of or concerning the Services will be handled in accordance with the relevant Agreement(s) and NameBlock Policies, including but not limited to NameBlock's Dispute Resolution Policies, as amended from time to time and made available via NameBlock's website https://nameblock.com/legal. Reseller as well as Sub-resellers agree to be bound by their responsibilities in such Policies, including but not limited to timely participation in registrar verification of Block Owner/Applicant contact information. Additionally, prior to initiation of any dispute process, NameBlock may, in its sole discretion, perform an internal review to attempt to solve the matter free of charge and Reseller will participate in good faith in any such proceeding or effort, including but not limited to disclosure or verification of underlying Block Owner or Block Applicant contact information as well as forwarding of relevant notices. Reseller will provide an email address that is actively checked by Reseller, for notices and correspondence as it relates to disputes, in clause 9.2 of this Agreement.

3.9. Resolution of Technical Problems. Reseller shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the APIs and the systems of NameBlock in conjunction with Reseller’s systems. In the event of significant degradation of the NameBlock System or other emergency, NameBlock may, in its sole discretion, temporarily suspend or restrict Reseller’s access to the NameBlock System.

3.10. Time. In the event of any dispute concerning the time of the entry of a Block into the NameBlock System, the time shown in the NameBlock System records shall prevail.

3.11. Compliance with Marketing Guidelines. Reseller shall comply with NameBlock's marketing and branding guidelines, as may be established by NameBlock and communicated to Reseller from time to time.

4. FEES AND PAYMENT

4.1. Reseller agrees to pay NameBlock the non-refundable fees referenced in Appendix 2 for Services provided by NameBlock to Reseller (collectively, "Fees"). All prices and fees mentioned by NameBlock are in US Dollars, unless explicitly otherwise stated. All prices and fees are excluding value-added tax (VAT) and any other taxes or government levies unless explicitly otherwise stated.

4.2. NameBlock reserves the right to revise the Fees from time to time, provided that NameBlock shall provide at least 60 days notice to the Reseller prior to any increases in fees.

4.3. In advance of incurring any Fees, the Reseller shall establish a Deposit Account, Credit Facility, or Payment Security acceptable to NameBlock as per Appendix 3, which acceptance will not be unreasonably withheld so long as payment is assured. In the case of a Deposit Account, all Service Fees are due immediately upon receipt and, in the case of a Credit Facility or Payment Security, Service Fees will be billed in arrears, for initial and renewal fees for the Services, or upon provision of other services provided by NameBlock to the Reseller. Payment shall be made via debit or drawdown of the Deposit Account, Credit Facility, or Payment Security approved by NameBlock. NameBlock shall provide monthly invoices to the
Reseller. For the avoidance of any doubt, the Fees payable to NameBlock are not and shall in no event be dependent on the payment of the fees invoiced by Reseller to its customers.

4.4. Credit Facility or Payment Security. The terms of the Credit Facility or Payment Security shall be determined by NameBlock, in its sole discretion, in a separate policy provided to Reseller and may be amended from time to time with no less than thirty (30) days' written notice to Reseller.

4.5 In the case of a Deposit Account, all Service Fees are due immediately upon receipt of NameBlock's monthly invoices and, in the case of a Credit Facility or Payment Security, all Service Fees will be due and payable in arrears, as invoiced. In order to satisfy any outstanding account balances, NameBlock may draw upon the Reseller's Credit Facility or Payment Security. If this occurs, the reseller shall replenish the Credit Facility or Payment Security to (at least) the pre-draw level immediately upon completion of draw. If the Reseller's Credit Facility or Payment Security is depleted, services for the Reseller will be suspended and new services shall not be provisioned until the Credit Facility or Payment Security, as applicable, is replenished in accordance with the foregoing. NameBlock's performance under this Agreement is subject to, and conditioned in all respects upon, the timely payment by the Reseller of all fees
owing to NameBlock under this Section 4.

4.6. Overdue Payments. If the Reseller fails to pay an invoice within the term of payment, the Reseller is in default without a warning or notice of default being required. From the time at which the Reseller shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.

4.6.1 If payment is delayed, an interest charge will be incurred on overdue payments for each month started or at that time extra fee according to currently applicable law or debt collection regulation.

4.6.2 If the Reseller continues to be in default in his obligation to pay the outstanding invoice with accrued interest, NameBlock can place the matter in the hands of a lawyer or a debt-collector agency. All collection costs incurred by NameBlock in respect of such collection, both in law (judicial costs) as well as out of law (extrajudicial costs) shall be for the Reseller's sole account.

4.6.3 All payments due under this Agreement shall become due immediately upon termination of this Agreement despite any other provision herein. All payments due under this Agreement shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Reseller is expressly permitted to do so by law or Order of Court.

4.6.4 The parties agree that any fees paid or payable are non-refundable. Accordingly if the Agreement is terminated or the Services are canceled, NameBlock will be entitled to retain such fees.

4.7. Non-Payment of Fees. In the event that Reseller fails to pay its fees within 10 (ten) business days of receipt of a past due notice, NameBlock may: (i) stop accepting Block Applications from the Reseller; (ii) cancel any Blocks that the Reseller has not paid for, (iii) give written notice of termination of this Agreement pursuant to Section 8.2.1 below; and (iv) pursue any other remedy under this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "**Disclosing Party**") may disclose its Confidential Information to the other party (the "**Receiving Party**"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures. For the avoidance of doubt, the information provided by NameBlock to the Reseller in connection with a Block creation and application shall not be considered Confidential Information in connection with this Section 5.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and provided such personnel are subject to nondisclosure obligations no less restrictive than those set forth herein. .

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party, if legally permitted, in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to reasonably cooperate with the Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.2. Intellectual Property

5.2.1. Subject to the rights granted to the Parties under this Agreement, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names,

service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property, whether registered or unregistered.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by either Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.3. Except to the extent permitted by applicable law, Reseller will not, and shall not allow others to, reverse engineer or otherwise attempt to derive source code from NameBlock tools or software.

5.2.4. Reseller is under no circumstance allowed to register any right that is identical or confusingly similar to any item or term, which is subject to intellectual property rights of NameBlock.

5.2.5. Reseller is not allowed to register or make use of any domain name that is identical or confusingly similar to any intellectual property rights of NameBlock.

5.2.6. Neither Party shall use the trade names, trademarks, service marks, or the proprietary marks of the other Party in any advertising, sales presentation, news releases, advertising, or other promotion or marketing materials without such other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that NameBlock shall have the right without prior approval to identify Reseller as a reseller of NameBlock's services. In addition, the Parties agree that it would be mutually beneficial to issue a joint press release regarding their relationship and shall work together to issue a mutually agreed upon press release within a reasonable time after the Effective Date.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification.

6.1.1. Reseller shall defend, indemnify and hold NameBlock, Registry Operator, Registry Service Provider and its directors, employees, consultants and agents harmless against any and all claims, actions, demands, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) directly or indirectly arising out of or in connection with Reseller's violation of any provision of this Agreement.

6.1.2. NameBlock will defend Reseller against any claim, demand, suit or proceeding made or brought against Reseller by a third party alleging that the software used to provide the Services infringes such third party's intellectual property rights (an "**IPR Claim**"), and will indemnify Reseller from any damages, attorney fees and costs finally awarded against Reseller as a result of, or for amounts paid by Reseller under a settlement approved by NameBlock in writing of, an IPR Claim, provided Reseller (a) promptly gives NameBlock written notice of the IPR Claim, (b)

gives NameBlock sole control of the defense and settlement of the IPR Claim, and (c) provides NameBlock with all available information and reasonable assistance.

6.1.3. If NameBlock receives information about an infringement or misappropriation claim related to the NameBlock software, NameBlock may in its discretion and at no cost to Reseller,

(i) modify the Nameblock software or Services so that it is no longer claimed to infringe or misappropriate such third party's intellectual property rights; or

(ii) obtain a license for Reseller's continued use of NameBlock software in accordance with this Reseller Agreement; or

(iii) terminate the Reseller Agreement upon 30 days' written notice.

The above defense and indemnification obligations relating to IPR Claims do not apply if

(i) an IPR Claim arises from the use or combination of the NameBlock software or any part thereof with software, hardware, data, or processes not provided by Nameblock, if the Namblock software or use thereof would not infringe without such combination; or

(ii) an IPR Claim against Reseller arises from content distributed by Reseller or Reseller's breach of this Reseller Agreement.

6.2. Representation and Warranty.

6.2.1 Reseller warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and Reseller has all necessary power and authority and has obtained all necessary approvals to enter into and duly execute and deliver this Reseller Agreement; and

6.2.2. NameBlock represents and warrants to the Reseller that NameBlock is duly organized, validly existing and in good standing under the laws of Norway. NameBlock has all necessary power and authority and has obtained all necessary corporate approvals to enter into and duly execute and deliver this Reseller Agreement.

6.3. Limitation of Liability.

6.3.1. No compensation for indirect losses may be claimed by either Party. Indirect losses include, but are not limited to, loss of profits of any kind, loss of business, depletion of goodwill and/or similar losses or loss/corruption of data or information, or for any incidental, special or consequential damages, however caused and under any theory of liability and whether or not such Party has been advised of the possibility of such damage. Reseller specifically acknowledges and agrees that Reseller, Reseller's customers, or Sub-Resellers shall have no claim against NameBlock for indemnification or compensation, whether for loss of income, loss of any other rights, loss of goodwill or any analogous loss, that is due to any action or inaction by any third party, including but not limited to Registry Operator's or Registry Service Provider's breach of contract as it relates to the Services or its agreement with NameBlock or such Registry Operator's or Registry Service Provider's insolvency or bankruptcy.

6.3.2. The total damages which the Parties may require from each other during the term of the Agreement is limited to an amount equivalent to the Fees paid to NameBlock during the last 12 months prior to the date of the claim.

6.3.3. The limitation of liability will not apply, however, if one of the Parties has shown gross negligence or wilful misconduct.

6.4. Disclaimer of Warranties. THE SERVICES PROVIDED BY NAMEBLOCK HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY IN EXCESS OF WHAT FOLLOWS FROM THIS AGREEMENT. NAMEBLOCK EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NAMEBLOCK DOES NOT WARRANT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT IT WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE SERVICES. .

6.5. Reservation of Rights. NameBlock reserves the right to deny, cancel or transfer any Block, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of NameBlock, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the appendices and policies hereto; or (5) to correct mistakes made by NameBlock or any Reseller in connection with a Block.

7. GOVERNING LAW AND DISPUTE RESOLUTION

All disputes between the Parties arising out of or in connection with, or in any way relating to, this Agreement as well as any disputes between the Parties in any way connected with the subject matter of this Agreement (whether contractual or non-contractual), shall be governed by and construed in accordance with the laws of Ireland. Each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Irish Courts. Nothing contained in this Section 7 shall limit the right of NameBlock to bring enforcement proceedings in another jurisdiction on foot of an Irish Order or to seek interim, protective or provisional relief in the courts of another jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

8. TERM AND TERMINATION

8.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is one (1) year following the Effective Date. This Agreement

shall automatically renew for additional successive one (1) year terms unless the Reseller provides notice of termination to NameBlock at least one hundred eighty (180) days prior to the end of the initial or any renewal term.

8.2. Termination. This Agreement may be terminated as follows:

8.2.1. Termination for cause. In the event that either Party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

8.2.2. Termination Without Cause by Reseller. The Reseller may terminate this Agreement at any time by giving the NameBlock ninety (90) days notice of termination.

8.2.3. Termination in the event of insolvency or bankruptcy. Either Party may terminate this Agreement if the other Party becomes unable to pay its debts, becomes or is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment or composition with its creditors, or seeking the appointment of a receiver, examiner, manager, liquidator, trustee or similar officer over all or any substantial part of a Party's property or assets or the liquidation, dissolution or winding up of a Party’s business (otherwise than for the purposes of a solvent amalgamation or reconstruction previously consented to by the Party which is not the subject of the winding up) or anything analogous to any of these events occurs.

8.2.4. Termination for Non-Payment of Fees. NameBlock may terminate this Agreement by giving the Reseller thirty (30) days notice of termination for the non payment of fees.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. NameBlock will maintain all active Blocks created through the Services until each Block's expiration date, unless the Agreement is terminated in accordance with 8.2.1, 8.2.3 or 8.2.4 then NameBlock shall have the first right, but not the obligation, to transfer the Blocks to another Reseller or to cancel all active Blocks;

8.3.2. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be promptly destroyed or returned to the Disclosing Party;

8.3.3. All provisions which are, expressly or impliedly, to survive this Agreement shall remain in force and in effect; and

8.3.4. Any license granted pursuant to this Agreement shall immediately terminate;

8.3.5 Unless otherwise agreed on a case-by-case basis the termination of this Agreement shall also apply to and have the same effective termination date in relation to any sub-reseller agreements entered into between the Reseller and such Sub-Reseller's.

8.4. Survival. In the event of termination of this Agreement, any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive, including: (i) Subsections 2.6, 3.2, 3.3, 3.4, 3.5, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 8.3, 8.4, 9.1.2, 9.2, 9.3, 9.5, 9.6, 9.7 and 9.8 and (ii) the Block Owner's indemnification obligation under Subsection 3.3.2(v). Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Transfer required by NameBlock. NameBlock may assign, transfer, novate, mortgage, charge, sublicense, hold on trust or otherwise deal in or dispose of, in whole or in part, any of its rights or obligations under this Agreement without the prior consent of Reseller. Reseller hereby undertakes and agrees to promptly execute and deliver any documents or instruments required by NameBlock for such purpose.

9.1.2 Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Save for the right of the Reseller to appoint sub-resellers, Reseller shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the NameBlock, which shall not be unreasonably withheld.

9.2. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail during business hours) to the address set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to NameBlock:

Address: Seiersten Sentrum 3, 1443 Drøbak, Norway
Attention: Rolf Larsen
Phone number: +33 683 05 7641
Email address: legal@nameblock.com

If to Reseller:

Address:
Attention:
Phone number:
Email address:
Email address for dispute notices:

9.3. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

9.4. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, epidemic, subsidence, weather of exceptional severity, data-hacking, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

9.5. Amendments. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

9.6. Appendixes. The Appendixes are a part of this Agreement. In case of direct conflict between this Agreement and any Appendix, the latter will prevail.

9.7. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.8. Entire Agreement. This Agreement (including its appendixes, which form a part of it, and related policies as specified in Section 3.5) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein which are hereby revoked by mutual consent of the Parties

and upon which the Parties confirm they have not relied provided that nothing in this Subsection 9.8 shall operate to limit or exclude any liability for fraudulent misrepresentation.

9.9. Counterparts. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party or an electronic signature hereto shall have the same effect and validity as an original signature.

9.10. Other Rights. The rights, powers and remedies provided in this Agreement are cumulative and not inclusive of any rights, powers and remedies provided by law.

9.11. Severability. If any of the provisions (or part thereof) of this Agreement is found by a court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions (or part thereof) shall not be affected and shall continue to apply. The Parties shall negotiate a new provision that shall approximate the contents and the scope of the original provision found to be void, invalid or unenforceable as closely as possible.

***

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

NameBlock AS

_____

Signature:

Pinkard Brand

_____

Name:

CEO

_____

Title:

Reseller

_____

Signature:

_____

Name:

_____

Title:

APPENDIX 1 - NameBlock Services

The NameBlock Services consists of various cloud-based services to prevent abuse online as well as the possibility to block domain names from registration through NameBlock's own blocking services, including but not limited to, AbuseShield and BrandLock and its associated product variations and packages across TLDs in both the DNS and Web3.

NameBlock also offers a marketplace for domain name blocking services. For any of the offered Third Party Blocking Services, you are required to comply with the terms and conditions as well as the respective dispute resolution policy of the respective Third Party Blocking Service.

NameBlock Services are made available through the NameBlock System and includes, but is not limited to, the Services listed below, and as may be amended from time to time in accordance with notice requirements of the Agreement.

AbuseShield

Blocks *variants of* a Block Label that are commonly used for abusive purposes.

AbuseShield Blocks are based on a domain name registration or blocked domain name where the SLD is the Block Label. AbuseShield uses NameBlock's abuse variants algorithm to generate an Abuse Variant List consisting of variants of the Block Label, based on e.g. abuse suffixes, homoglyphs, common misspellings etc, and subsequently blocks such variant Domain Names within the same TLD as the Block Label domain name. The Block Label *alone*, i.e. without any affixes, suffixes or in other ways altered, will not be Blocked. The number of variants generated and Blocked will depend on several factors, including but not limited to, the number of characters in the Block Label, availability in a particular TLD, and other product or policy restrictions impacting the variant output. Finally, AbuseShield's carefully curated exclusion lists and filters will automatically remove certain variants that will not be included in the Block.

Example: Block Label "microsoft" would generate hundreds of Variants, e.g. "wwwmicrosoft.TLD" and "m1cr0s0ft.TLD". The Block Label itself, i.e. the "microsoft.TLD" domain name registration, won't be blocked.

AbuseShield Package

Ordering the AbuseShield product for multiple TLDs at the same time is offered via separate order form and subject to special eligibility requirements as outlined below.

Requirements:

The Block Label must not be an IDN or start with xn--

The AbuseShield Block Applicant must either:

- own the Block Label Domain Name registration, a valid BrandLock block, or a valid block in other NameBlock approved third party blocking service in the TLD for which the AbuiseShield Block is ordered; OR
- as it relates to orders for an AbuseShield Package, own a valid SMD file covering the term for which the AbuseShield Package order is placed.

For up-to-date requirements and information see https://nameblock.com/reseller-resources

Unblocking:

A Blocked Domain Name can at any time be unblocked by the Block Owner (NameBlock Fees apply), provided that the person or entity requesting the unblock meets the TLD registration requirements (if there are any) and pays the TLD registration fee. A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions, dispute policy and/or ICANN requirements.

For more details and up-to-date information see https://nameblock.com/reseller-resources and https://nameblock.com/legal

BrandLock (Exact Match) Blocking

Blocks Domain Names where the SLD is exactly matching the Block Label. Only one Block allowed per Domain Name.

NameBlock will not accept a Block Application unless the applied-for Block Label meets the certain technical and syntax requirements, as listed at https://nameblock.com/reseller-resources

Application Requirements and Process:

NameBlock will automatically check if the Block Label matches an existing SMD file or registered trademark, and require an SMD file or proof of trademark registration to be submitted if a match is found. If no match is found, NameBlock will check the Block Label against the NameBlock exclusion list before accepting the Block Application.

Unblocking:

A Blocked Domain Name can at any time be unblocked by the Block Owner (NameBlock Fees apply), provided that the person or entity requesting the unblock meets the TLD registration requirements (if there are any) and pays the TLD registration fee. A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions, dispute policy and/or ICANN requirements.

For more details and up-to-date information, see https://nameblock.com/reseller-resources and https://nameblock.com/legal

BrandLock Blocking - Blocking Add-ons

BrandLock Blocks *based on an SMD file* may add an add-on package blocking up to 10 variations of the BrandLock Block Label.

For eligible variants of the Block Label and up to date details, see https://nameblock.com/reseller-resources

Freename Web3 Packages

- BrandLock (Criteria and verification steps as described in BrandLock service description applies).
- For a complete and up-to-date list of available Freename Web3 Packages, see https://nameblock.com/reseller-resources Packages offered may include, but are not limited to:

BrandLock for FreenameALL
Blocks the exact match of a Block Label across all Freename web3 TLDs, current and future, up to a certain limit during the term.
BrandLock for Freename4K
Blocks the exact match of a Block Label across 4,000 Freename web3 TLDs.
BrandLock for Freename100
Blocks the exact match of a Block Label across 100 Freename web3 TLDs.

- AbuseShield (Criteria and verification steps as described in AbuseShield service description applies)

AbuseShield 100 for Freename
Adds AbuseShield on top of a Brandlock for Freename100 block.

Unblocking & Dispute Resolution
A Blocked Domain Name can at any time be unblocked by the Block Owner (NameBlock Fees apply). A Block or individual Blocked Domain Name may also get unblocked in accordance with NameBlock terms and conditions and disputes relating to the Services in Web3 TLDs will solely be managed through NameBlock's internal review and NameBlock reserves the right to deny, unblock or cancel any Block, that it deems necessary, in its sole discretion.

For more details and up-to-date information, see https://nameblock.com/reseller-resources and https://nameblock.com/legal

Third-party Blocking Services

Information about Third Party Blocking services, including terms and conditions and fees, can be found at https://nameblock.com/reseller-resources and https://nameblock.com/legal

Other Services

For a complete list of available NameBlock Services, see https://nameblock.com/reseller-resources

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APPENDIX 2 - FEES

Complete and up-to-date list of Fees, as amended from time to time in accordance with provision 4.2 of the Agreement, for NameBlock Services is made available at https://nameblock.com/reseller-resources

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APPENDIX 3 - PAYMENT TERMS

Payment type	Prepayment Credit
Pre-payment amount / Credit Limit	$ XXXXXXXX
Payment terms	Prior to launch 30 days

***

APPENDIX 4 - DATA PROCESSING ADDENDUM

This NameBlock Reseller Agreement Data Processing Addendum (the “Data Processing Addendum”) is made by and between NameBlock AS and the undersigned Reseller (each a “Party” and together the “Parties”), and is deemed to be effective as of _____, and supplements the terms and conditions of the NameBlock Reseller Agreement (the ”Agreement”) executed between the Parties.

To the extent of any conflict between the Agreement, as amended (including any of its attachments), and this Data Processing Addendum, the terms of this Data Processing Addendum will take precedence. Capitalized terms not defined below will have the meaning provided to them in the Agreement.

1. Preamble

1.1. This Data Processing Addendum sets out the rights and obligations of the Parties, when processing Shared Personal Data under the Agreement.

1.2. This Data Processing Addendum has been designed to ensure the Parties’ compliance with Applicable Laws and its defined Purpose(s), including but not limited to Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

1.3. Though this Data Processing Addendum is executed by and between the Reseller and NameBlock as an addendum to the Agreement, certain Purposes for Processing under the Agreement may also be at the direction of the Reseller or NameBlock, each as a Controller.

1.4. This Data Processing Addendum shall take priority over any similar provisions contained in other agreements, each as amended (including any of its attachments), between the Parties.

1.5. Appendixes attached to this Data Processing Addendum form an integral part of the Data Processing Addendum.

1.6. Appendix A contains details about the processing of personal data.

1.7. Appendix B contains a list of sub-processors authorized by the Parties.

1.8. The Data Processing Addendum along with appendices shall be retained in writing, including electronically, by both parties.

2. Definitions

a) Applicable Agreements. Collectively means this Data Processing Addendum, and the Agreement.

b) Applicable Laws. The General Data Protection Regulation (*2016/679*) ("**GDPR**"), the Electronic Communications Data Protection Directive (*2002/58/EC*), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.

c) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.

d) Data Protection Authority. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.

e) Data Security Breach. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.

f) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

g) Personal Data. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual's physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.

h) Processing. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.

i) "Authorized Sub-Processor" means a third-party who has access to Shared Personal Data and who is either (1) listed in Appendix B or (2) subsequently authorized under Section 5 (f-g) of this Data Processing Addendum.

j) Purpose(s). Has the meaning provided in Section 3 below.

k) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.

l) Application Data. Means data collected by the Reseller under the Agreement and that is required to be shared with NameBlock under the Agreement.

m) Shared Personal Data. Means Personal Data contained in the fields within Application Data and that is Processed in accordance with the Applicable Agreements.

3. Purpose, Subject Matter and Roles

a) Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining the NameBlock Services under the Applicable Agreements. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.

b) Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties will adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.

c) Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:

   i. The details of Processing are established and set forth in Appendix A;

   ii. Each Party acts as a Joint Controller; and

   iii. Although NameBlock and Reseller may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Application Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of NameBlock and the Reseller are applicable.

   iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

4. Fair And Lawful Processing

a) Each Party will ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.

b) Each Party will ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:

   i. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;

   ii. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;

   iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;

   iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or

v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

5. Processing Shared Personal Data

a) All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties will fully cooperate with each other to the extent necessary to give effect to corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.

b) A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area ("**EEA**") (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU Standard Contractual Clauses. The parties agree to adhere to the European Commission Standard Contractual Clauses, herein incorporated by reference.[1]

c) A Party must immediately notify the other Party, in its opinion, requirements under Applicable Agreements infringes any Applicable Laws.

d) All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.

e) Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:

   i. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;

   ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;

   iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;

   iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;

   v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and

   vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.

[1] https://ec.europa.eu/info/sites/default/files/standard_contractual_clauses_word.zip

f) To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.

g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws. List of currently Authorized Sub-Processors is provided in Appendix B. Parties acknowledge and agree that additional sub-processors may be engaged at a future date, in which case 1. A contract will be put in place in accordance with 5(f) above, and 2. The other Party will be given notice at least ten (10) calendar days before any such additional sub-processor is engaged and given five (5) calendar days to object to such change(s) by providing objective, justifiable grounds related to the ability of such sub-processor(s) to adequately protect Shared Personal Data in accordance with this Data Processing Addendum. The Party wishing to engage the new sub-processor(s) will have the right to cure the objection through any options in its sole discretion.

h) Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.

i) The Parties will, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of what their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data. Data Subjects must also be required to review and agree to NameBlock's Privacy Policy, prior to any Block Application being submitted.

j) The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.

k) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

l) A Party will, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

6. Security

a) The Disclosing Party will be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.

b) All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;

ii. Not leaving portable equipment containing the Shared Personal Data unattended;

iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;

iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;

v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;

vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;

vii. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;

viii. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and

ix. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

7. Security Breach Notification

a) Notification Timing. Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party will provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.

b) Notification Format and Content. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:

i. A description of the nature of the incident and likely consequences of the incident;

ii. Expected resolution time (if known);

iii. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;

iv. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and

v. The name and phone number of a representative the Party may contact to obtain incident updates.

c) Security Resources. The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.

d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

e) Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:

i. A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and

An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agencies, or indications that such investigation or seizure is contemplated.

8. Data Subject Rights

a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.

b) Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request ("**Subject Access Request**"). The Parties will maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

c) The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.

d) The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

9. Data Retention And Deletion

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

10. Transfers

a) For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and will include, but is not limited to, the following:

   i. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;

   ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;

   iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;

   iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and

   Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

b) No Party will disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

11. Resolution Of Disputes

a) In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party will abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

12. Impact Of Changes; New Guidance

In the event Applicable Laws or relevant regulations change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

APPENDIX A

DETAILS OF THE PROCESSING

1. **Nature and Purpose of Processing**. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.

2. **Duration of Processing**. The Parties will Process Shared Personal Data during the Term of the underlying Agreement to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

3. **Type of Personal Data**. Data Subjects may provide the following Shared Personal Data in connection with the Block Application and Purchase of NameBlock Services from a Reseller:

Registrant Name: Example
Registrant Street: 123 Blvd
City: Sherman oaks
State/Province: CA
Postal Code: 91423 Country:
US
Phone Number: +1.310 000 0000
Fax Number: +1.310 111 1111 Email:
applicant@example.tld

Admin Contact: Jane Reseller
Phone Number: +1.310 000 0000
Fax Number: +1.310 111 1111
Email:Reseller@example-reseller.tld

Technical Contact: John Geek
Phone Number: +1.310 000 0000
Fax Number: +1.310 111 1111
Email: johngeek@example-customer.tld

APPENDIX B

AUTHORIZED SUB-PROCESSORS

On commencement of this Data Processing Addendum, the Parties authorize the engagement of the following sub-processors:

NAME	COUNTRY OF REGISTRATION	LOCATION OF PROCESSING	DESCRIPTION OF PROCESSING
Amazon Web Services EMEA Sarl	Luxemburg	Ireland	Hosting of NameBlock services