

DOMINION REGISTRIES FOUNDERS PROGRAM AGREEMENT

This Founders Program Agreement (the “Agreement”), effective as of /DATE/ (the “Effective Date”), is made by and between the applicable Dominion Registries entity (or entities) signing this Agreement (“Dominion Registries”), /LEGAL NAME OF REGISTRAR/, a /STATE/ /ENTITY TYPE/ (“Registrar”), and /LEGAL NAME OF FOUNDER/, a /STATE/ /ENTITY TYPE/ (“Founder”).

RECITALS

A. The undersigned Dominion Registries entity (entities) has been designated by the Internet Corporation for Assigned Names and Numbers (“ICANN”) as the registry operator for the top-level domain(s) set forth on the signature page (the “Applicable TLD(s)”).

B. Registrar is (i) an ICANN-accredited registrar of domain names and, in accordance with a Top-Level Domain Registry-Registrar Agreement with Dominion Registries, acts as a registrar of domain names within the Applicable TLD(s), or (ii) an authorized reseller of domain names within the Applicable TLD(s) pursuant to a reseller agreement with an ICANN-accredited registrar (the “Sponsor”) and obligated by its reseller agreement with the Sponsor to comply with the terms and conditions of the Sponsor’s Top-Level Domain Registry-Registrar Agreement with Dominion Registries.

C. The undersigned Founder has previously submitted, or has caused to be submitted, to Dominion Registries a Founders Program Application RFP requesting the release and allocation to Founder of one or more domain names, as set forth on Schedule 1 attached hereto (the “Program Names”).

D. Dominion Registries desires to (i) release and allocate the Program Names to Founder, conditioned upon and subject to Founder’s entry into and continued compliance with the terms and conditions of this Agreement, and (ii) assist Founder in the transfer of Founder’s existing websites to the Program Names, if and as set forth on Exhibit C hereto.

E. In connection with the release of the Program Names to Founder, Registrar desires, on the terms and conditions of this Agreement, to assist Founder in registration of the Program Names.

The parties agree as follows:

TERMS AND CONDITIONS

1. Allocation. Dominion Registries retains sole and exclusive discretion to determine whether to release and allocate all Program Names. Dominion Registries may choose to reject a request for a Program Name for any reason, or for no reason, and Founder hereby irrevocably waives and releases any and all claims, causes of action or other complaints that it does, could, or may raise against Dominion Registries or the applicable Registrar in relation to the release and/or allocation of Program Names.

2. Eligibility. Founder's eligibility to apply for, receive and maintain an allocation of a Program Name is subject to all terms, conditions, policies, and requirements contained in (a) the applicable Registration Policy (which may be found at www.dominionregistries.com/policies), (b) Registrar's registration agreement with Founder (the "Registration Agreement"), and/or (c) this Agreement. In the event of a conflict, (i) the Registration Policy shall take precedence over the Registration Agreement, and (ii) this Agreement shall take precedence over both the Registration Policy and the Registration Agreement.

3. Transfer. Any rights in the Program Names released and allocated to Founder under this Agreement may not be assigned, transferred, sold, or conveyed to any third party except (a) in connection with a sale of all or substantially all assets of Founder and (b) in accordance with ICANN's domain name transfer policies. In such limited circumstances, and as a condition of the proposed assignment, transfer, sale or conveyance of any rights in the Program Names, the successor to such rights must confirm in writing to Dominion Registries its agreement to be bound by all terms, conditions, policies, requirements and specifications contained in the Registration Agreement, the Registration Policy, and this Agreement.

4. Registration and Domain Name Transfer Services.

(a) To obtain the allocation of the Program Names to Founder, Founder agrees to register the Program Names through Registrar solely on the terms and conditions set forth in the Registration Agreement; provided that, notwithstanding any provision to the contrary in such Registration Agreement, Founder will pay Registrar the Registration Fees set forth on Schedule 1 (the "Registration Fees") and in accordance with Exhibit A, each of which is attached hereto and incorporated herein by this reference. Founder will be solely responsible for all domain name registration fees payable to Registrar (including, without limitation, applicable ICANN fees), in connection with Founder's registration of any Program Names. Program Names will not be allocated to Founder until all fees due to Dominion Registries have been received from Registrar.

(b) The respective rights and obligations of Dominion Registries and Registrar to one another are set forth solely in the Top-Level Domain Registry-Registrar Agreement (or, if Registrar is an authorized reseller, in its reseller agreement with the Sponsor) and in any other written agreement that may exist between Registrar and Dominion Registries, and nothing in this Agreement shall be deemed to amend, supplement or supersede such rights and obligations. Dominion Registries shall not be responsible to Founder for any actions of Registrar, including, without limitation, the registration of the Program Names. Registrar shall not be responsible to Founder for any actions of Dominion Registries, including, without limitation, any allocation or revocation of Program Names or any transfer of Founder's existing websites to the Program Names.

(c) Founder acknowledges that it may receive and maintain any Program Names allocated pursuant to this Agreement at any ICANN-accredited registrar that has entered into a Top-Level Domain Registry-Registrar Agreement with Dominion Registries. Founder acknowledges that it has exercised its independent judgment in the selection of Registrar to provide registration services with respect to the Program Names.

(d) Dominion Registries will assist Founder in transferring its existing website(s) to the Program Names, if and on the terms and conditions set forth in Exhibit C, which are attached hereto and incorporated herein by this reference.

5. Name Selection Criteria. With the exception of any ICANN mandated name selection criteria, all name selection criteria (including, without limitation, as set forth in Section 4 of the applicable Registration Policy) are hereby waived with respect to the Program Names released and allocated hereunder. For purposes of clarification, this Section 5 shall have no impact on the Eligibility Requirements, if any, set forth in the applicable Registration Policy.

6. Ownership; Revocation of Program Names. During the term of this Agreement, Founder may be allocated the Program Names subject to the terms and conditions hereof. Founder acknowledges that, notwithstanding any use of the word “purchase” or similar terms, Founder is not acquiring any ownership right or title to the Program Names. Upon any failure by Founder to comply with (or to cause or maintain compliance with) any of the terms or conditions set forth herein, or in the Registration Policy or Registration Agreement, including, without limitation, the failure to pay applicable Registration Fees and Renewal Fees as and when due, Dominion Registries may revoke the Program Names and cancel Founder’s registration thereof. Any such revocation will be without liability of any kind or nature to Dominion Registries and will not entitle Founder to any refund (in whole or in part) of any registration or other fees previously paid for such Program Names.

7. Promotion.

(a) Dominion Registries will promote Founder’s websites located at the allocated Program Names (the “Founder Websites”) by (i) presenting on Dominion Registries’ website an image of one or more Founder Websites together with the full address of and a hypertext link to the applicable Founder Website, and (ii) describing Founder’s brand as an innovator, industry leader online, and a first mover in building an industry-safe, online community that provides only authentic, quality content for consumers. Founder acknowledges that Dominion Registries may: (1) create case studies of the Founder Websites and use such case studies for marketing purposes; (2) describe the success of the Founder Websites in advertising copy, press releases, social media, videos, published articles and other appropriate promotional venues; (3) feature the Founder Websites on the main Dominion Registries website homepage and/or across other Dominion Registries brands (*i.e.*, .Auto, .Boats, .Homes, .Motorcycles or .Yachts); and (4) in connection with the foregoing, produce and distribute printed promotional material that displays images of or otherwise describes the Founder Websites and Founder’s experience therewith. Founder agrees that Dominion Registries may use its name, logo and images of the Founder Websites in connection with the foregoing.

(b) Founder will promote Program Names in accordance with the terms of Exhibit B.

8. Use of Program Names. Founder will use all Program Names in a meaningful way. Without limiting the foregoing, all Founder Websites must remain functional, updated, and compliant with the terms of this Agreement, the applicable Registration Agreement, and the Registration Policy for the duration of the Program Names’ allocation to and registration under

Founder. Founder will not redirect the Program Names to any other address without the prior written consent of Dominion Registries.

9. Term and Termination. The initial term of this Agreement shall begin on the Effective Date and continue for 12 months. This Agreement shall automatically renew annually on the anniversary of the Effective Date unless any party hereto delivers written notice of cancellation to the other parties at least 30 days prior to the expiration of the then-current term. This Agreement may be terminated by any party hereto on written notice to the other parties if any such other party has committed a material breach of this Agreement and such breach is not cured within 30 days; provided, however, notwithstanding the foregoing, Registrar may not terminate or cancel the renewal of this Agreement without the prior written consent of Dominion Registries. In addition, Dominion Registries may terminate this Agreement if it revokes any allocation of Program Names in accordance with Section 6. The indemnity, limitation of liability, and confidentiality provisions, and all payment obligations, contained herein shall survive any expiration or termination of this Agreement.

10. Confidential Information.

(a) During the term of this Agreement, each party (the “Receiving Party”) shall retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed to or acquired by the Receiving Party pursuant to or in connection with this Agreement that either is designated as proprietary and/or confidential or, by the nature of the information and/or the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary and/or confidential, including but not limited to the terms and conditions of this Agreement (“Confidential Information”); provided, that each party may disclose the terms and conditions of this Agreement (i) to its legal, technical and financial consultants in the ordinary course of its business, or (ii) to the extent required if such party is required to disclose such information by a court of competent jurisdiction or other governmental authority or by applicable laws or regulations.

(b) In connection with their respective obligations under this Section 10, (i) no party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than to carry out the activities contemplated by or to exercise or enforce its rights under this Agreement; (ii) each Receiving Party shall use commercially reasonable efforts to protect the Confidential Information of the other party, and in any event each party shall take precautions at least commensurate with those taken to protect its own confidential information of a similar nature; and (iii) each Receiving Party shall notify the other promptly in writing in the event such Receiving Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

(c) The restrictions set forth in this Section 10 shall not apply to any information that the Receiving Party can demonstrate (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) was available to the Receiving Party on a non-confidential basis from a source (other than the other party) that is not and was not prohibited from disclosing such information to the Receiving Party by a contractual,

legal, or fiduciary obligation of confidentiality to the other party; or (iv) was independently developed by the Receiving Party without use of, reference to or reliance on any Confidential Information of the other party. Upon request of the other party, each Receiving Party shall return to such other party or destroy all materials, in any medium, that contain or reveal all or any part of any Confidential Information of such other party.

11. Representations and Warranties. Each party represents and warrants that: (i) it is duly formed and validly existing; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made in order for it to enter into and perform its obligations under this Agreement. DOMINION REGISTRIES EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12. Indemnification. Founder shall, at its own expense, indemnify, defend and hold harmless Dominion Registries, as well as any persons or entities assisting Dominion Registries with domain name registration eligibility determinations, and their respective employees, directors, officers, representatives, agents, parent companies and/or affiliates (each, an “Indemnified Party”) from any claim, suit, action or proceeding, and all costs, losses, damages, judgments, and expenses awarded against or otherwise suffered or incurred by any Indemnified Party in connection with any such claim, suit, action or proceeding, that is related to, arises out of or results from: (i) any breach by Founder of this Agreement; (ii) any action or inaction by Founder that causes or results in a breach by Dominion Registries of any of its obligations or responsibilities with respect to ICANN; or (iii) Founder’s fraud, gross negligence, recklessness or intentional misconduct.

13. Limitation of Liability. IN NO EVENT WILL DOMINION REGISTRIES BE LIABLE TO FOUNDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DOMAIN NAME TRANSFER SERVICES, EVEN IF DOMINION REGISTRIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT WILL THE TOTAL LIABILITY OF DOMINION REGISTRIES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO DOMINION REGISTRIES BY FOUNDER DURING THE 12 MONTH PERIOD PRIOR TO THE CLAIM.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. Any disputes under this Agreement shall be brought exclusively in, and the parties hereby consent to the exclusive jurisdiction of, any state or federal court located in Norfolk, Virginia. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING

DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF ANY OF THE PARTIES HERETO IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15. Entire Agreement.

(a) As between Founder and Dominion Registries, this Agreement constitutes the entire agreement between such parties regarding the subject matter hereof.

(b) As between Founder and Registrar, this Agreement, together with the Registration Agreement between Registrar and Founder, and any applicable policies referenced therein, constitutes the entire agreement between such parties regarding the subject matter hereof. In the event of a conflict between the terms of this Agreement and the Registration Agreement, the terms of the Registration Agreement will control, except with respect to the Registration Fees as specifically set forth in Section 4(a).

(c) As between Registrar and Dominion Registries, the Top-Level Domain Registry-Registrar Agreement between Dominion Registries and Registrar (or, if Registrar is an authorized reseller, its reseller agreement with the Sponsor), together with any applicable policies referenced therein and any other agreement with respect to the Program Names solely between Registrar and Dominion Registries, constitutes the entire agreement between such parties regarding the subject matter hereof.

16. Miscellaneous. No changes, amendments or modifications to this Agreement shall be binding unless set forth in a writing duly executed by the parties. If any provision of this Agreement is held invalid or unenforceable for any reason, whether by ICANN or otherwise, such provision shall be deemed to apply only to the minimum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank – signature page follows.]

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

DOMINION REGISTRIES:

/LEGAL NAME OF DR ENTITY/

By: _____

Name: Jim Schrand
Title: General Manager

Address: 150 Granby Street
Norfolk, VA 23510

Applicable TLD(s): **/APPLICABLE TLD/**

REGISTRAR:

/LEGAL NAME OF REGISTRAR/

By: _____

Name: _____
Title: _____

Address: **/REGISTRAR ADDRESS/**

FOUNDER:

/LEGAL NAME OF FOUNDER/

By: _____

Name: _____
Title: _____

Address: **/FOUNDER ADDRESS/**

Exhibit A

Invoicing & Payment

/CONFIRM ALL INVOICING AND PAYMENT TERMS/

- Founder agrees to purchase all of the Program Names for the Registration Fees set forth on Schedule 1. Founder will pay Registrar all Registration Fees in accordance with the terms and conditions of the Registration Agreement.
- Founder agrees to renew Program Names for at least one year for the annual Renewal Fees indicated in Schedule 1. Upon the expiration of the initial term and, if this Agreement is renewed, of each subsequent term, Founder will pay Renewal Fees in accordance with the terms and conditions of the Registration Agreement.

Exhibit B

Promotional Commitments of Founder

/CONFIRM ALL PROMOTIONAL TERMS/

- Founder agrees to use /APPLICABLE TLD WEBSITE/ as its primary website. The current website /WEBSITE/ will redirect to /APPLICABLE TLD WEBSITE/.
- During the term of this Agreement, Founder agrees to promote the /APPLICABLE TLD/ top-level domain through the following activities:
 - At least one live event per month (*e.g.*, Webinar, Facebook Live) that promotes the /APPLICABLE TLD/ top-level domain.
 - Encourage all /AFFILIATES/ to obtain a /APPLICABLE TLD/ domain name.
- Founder will use the Program Names in all digital advertising, marketing, and promotional materials beginning no later than 60 days after the Effective Date.
- Founder will use the Program Names in all new non-digital advertisements, marketing, and promotional materials beginning not later than 60 days after the Effective Date.
- All advertisements must visibly or audibly use the full Program Name, including the “www” portion of the name (*e.g.*, to /APPLICABLE TLD WEBSITE/), so as to maximize the public awareness of the new domain name extension in association with a complete website address.

Exhibit C

Domain Name Transfer Services

/IF TRANSFER SERVICES WILL NOT BE OFFERED, REPLACE WITH “Dominion Registries will not assist founder in the transfer of founder’s website(s).”/

1. Dominion Registries will assist Founder in the transfer of Founder’s website(s) from the “Existing Domain Name” to the corresponding “New Domain Name” as set forth below (the “Domain Transfer”). Founder will pay Dominion Registries the Transfer Fees set forth below in U.S. dollars upon execution of this Agreement.

| Existing Domain Name | New Domain Name | Transfer Fees |
|----------------------|-----------------|---------------|
| | | |

| Dominion Registries Responsibilities | Founder Responsibilities |
|--|--|
| Step 1: Preliminary SEO Analysis of Existing Domain Name(s) | |
| Perform preliminary SEO analysis of Existing Domain Names | |
| Prepare SEO Best Practices Report | |
| Step 2: Kickoff Call | |
| Share and review SEO Best Practices Report | |
| | Provide Credentials/Access <ul style="list-style-type: none"> Analytics Google Tag Manager Google Search Console Bing Webmaster Tools DNS provider: Existing Domain Name DNS provider: New Domain Name |
| | Provide website goals for Google Analytics |
| | Confirm transfer date and primary URL structure |
| Step 3: Tool Setup | |
| Create Google Analytics account, if needed <ul style="list-style-type: none"> Code Google Analytics goals | |
| Create Tag Manager account, if needed | Install Google Tag Manager and/or Google Analytics |
| Verify Google Search Console via DNS | |
| Verify Bing Webmaster Tool via DNS | |
| Step 4: Transfer | |
| Update DNS records | Update CMS site URL |
| | Implement server-side 301 redirect on Existing Domain Name |
| Launch site on New Domain Name | |
| Submit change of address to Google/Bing | |

| | |
|---------------------------------|------------------|
| Upload sitemap to Google/Bing | |
| | Founder Approval |
| Step 5: Final Check | |
| Check Search Console for alerts | |
| Website speed test | |

2. The Domain Transfer includes only those services expressly set forth herein, and, without limiting the foregoing, specifically does not include the following services:

- (a) Subdomain migration for additional services leveraged by Founder (*e.g.*, mail., ftp., and webmail.).
- (b) DNS record updates not required to complete Domain Transfer.
- (c) Resolution of any item or issue identified in Dominion Registries’ preliminary SEO analysis of the existing domain name, including, without limitation, broken links, search engine optimization issues and website speed issues.
- (d) Transfer of Founder data, including, without limitation, files, databases and email accounts.
- (e) Secure Sockets Layer (SSL) setup on New Domain Name.
- (f) Hosting provider migration.

3. Founder agrees to provide all access, information, assistance and credentials necessary for Dominion Registries to complete the Domain Transfer, including, without limitation, the Internet Protocol address of the website’s server, historic site traffic analytics, relevant usernames and passwords, and all necessary or requested third-party permissions. Founder shall inform Dominion Registries of any existing errors, previous conditions, configuration changes, non-standard software, special circumstances or other factors that may render the server to be of a non-standard configuration or that may otherwise complicate or interfere with the Domain Transfer. Founder acknowledges and agrees that any failure by Founder to promptly render any access, information, assistance or credentials requested by Dominion Registries in accordance with this paragraph will prejudice Dominion Registries’ ability to complete the Domain Transfer and relieve Dominion Registries of any responsibility for the Domain Transfer.

4. In the event that Founder does not make contact, by phone or by email, with Dominion Registries for a period of at least sixty days, the Founder's Domain Transfer will be considered abandoned, and Dominion Registries will cease all work thereon. In addition, the Founder must notify Dominion Registries, in writing by email, of any problems or issues related to the Domain Transfer within five days of completion of the Domain Transfer (the “Notice Window”). Dominion Registries will have no obligation to attempt to fix any problems or issues related to the Domain Transfer after the Notice Window has expired.

5. This Exhibit C is subject to the terms and conditions set forth in the Dominion Registries Founders Program Agreement to which it is attached, including, without limitation, Sections 11, 12 and 13 thereof. Without limiting the foregoing, Dominion Registries makes no warranties regarding the Domain Transfer and is not responsible for any data loss, website performance or other issues that may arise in connection with the Domain Transfer.