

## STARFIELD TECHNOLOGIES, LLC

### CERTIFIED DOMAIN RELYING PARTY AGREEMENT

This Starfield Technologies, LLC, Certified Domain Relying Party Agreement ("Agreement") is entered into by and between Starfield Technologies, LLC ("Starfield") a Delaware limited liability company, and you and your heirs, agents, successors and assigns (collectively, "You"), and is made effective upon the earlier of (1) Your submission of a query to Starfield to search for a Services seal or (2) Your validation or attempted validation of a Services seal. This Agreement sets forth the terms and conditions of Your use of Starfield's Certified Domain service and its related services (collectively, the "Services") and represents the entire agreement between You and Starfield concerning the subject matter hereof. By using the Services, You acknowledge that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that Starfield may establish from time to time, in its sole discretion, and any agreements that Starfield is currently bound by or may become bound by in the future. All Starfield policies and agreements related to Your use of the Services are incorporated herein and made part of this Agreement by reference.

1. Description of Service. Starfield grants You a non-exclusive license to use the Services, provided, however, that You abide by the terms and conditions set forth herein and in each of Starfield's policies and procedures. The Services generally allow You to obtain validation of a particular domain name.
2. Availability of Services. Subject to the terms and conditions of this Agreement and each of Starfield's policies and procedures, Starfield shall use commercially reasonable efforts to attempt to provide the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Starfield may undertake from time to time; or (iii) causes beyond the reasonable control of Starfield or that are not reasonably foreseeable by Starfield, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that Starfield has no control over the availability of the Services on a continuous or uninterrupted basis.
3. Your Obligations. You agree that You shall (i) provide information to Starfield that is accurate and complete to the best of Your knowledge and belief; and (ii) only use the Services for Yourself and not on behalf of any other entity.
4. Starfield's Rights. In addition to any and all other rights reserved by Starfield in this Agreement, Starfield explicitly reserves the right and sole discretion to: (i) establish

limits and guidelines concerning the use of the Service; (ii) terminate Your Service for any reason, including, but not limited to, unsolicited, commercial e-mailing (i.e., spam, sending email to subscribers who have not "opted-in"); illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; non-payment of Service fees; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way, and other activities whether lawful or unlawful that Starfield determines to be harmful to its other customers, operations, or reputation; and (iii) terminate Your Service if Your use of the Service results in, or is the subject of, legal action or threatened legal action, against Starfield or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Starfield has no obligation to monitor the Service, but reserves the right in its sole discretion to do so.

5. Limitation of Liability. THE SERVICES AND THE ASSOCIATED SOFTWARE (IF ANY) ARE BEING PROVIDED AND/OR LICENSED "AS IS" AND STARFIELD DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED OR AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, STARFIELD EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR THE ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SERVICES OR OPERATION OF THE ASSOCIATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL STARFIELD BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICES, EVEN IF STARFIELD IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
  
6. Indemnity. You shall indemnify and hold harmless Starfield and Starfield's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from and against any claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, court costs, and experts fees, of third parties relating to or arising out of or relating to any use or reliance by You on a Service seal associated with the Services or any service provided in respect to the Services or the Services seal, including, but not limited to, (i) any misrepresentations, omissions or false statements by you, (ii) any unauthorized use or modification of a Services seal, (iii) relying on a seal that is not reasonable under the circumstances, and (iv) failing to check the

status of a seal to determine if it is expired or revoked. You agree to notify immediately Starfield of any such claim promptly in writing and to allow Starfield to control the proceedings. You agree to cooperate fully with Starfield during such proceedings. You shall defend and settle at Your sole expense all proceedings arising out of the foregoing.

7. Intellectual Property Rights. Starfield's seals are proprietary to Starfield, and title to them remains with Starfield. All applicable common law and statutory rights in the product and updates of them, including, but not limited to, service marks, patents, and copyrights, shall be and will remain the property of Starfield. You shall have no right, title, or interest in such proprietary rights other than that provided for in this Agreement. Starfield grants You a revocable, non-exclusive, non-transferable license to use its seals associated with the Services. Starfield retains all rights it has in any trademark, service mark, trade name, or other identifying trade symbols that it owns. You agree not to use the Starfield name or logo in any way without Starfield's prior written approval.
8. Modifications. You agree that Starfield may modify this Agreement and the terms of the Services from time to time. Any such revisions shall be binding and effective immediately upon posting the revised Agreement on the Starfield website. By continuing to use Services after there has been a revision to this Agreement or the Services, you agree to be bound by such revision.
9. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, except in connection with monetary or financial delays including payment obligations, if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
10. Severability and Entire Agreement. You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties of the Agreement. The remaining terms and conditions of the agreement will remain in full force and effect. You agree that this Agreement including the policies it refers to constitute the complete and only agreement between You and Starfield regarding the Service contemplated herein.
11. Venue; Waiver of Trial by Jury. THIS AGREEMENT SHALL BE DEEMED ENTERED INTO IN THE STATE OF ARIZONA, REGARDLESS OF CONTRACT OR OTHER CHOICE OF LAW PROVISIONS. THE LAWS AND JUDICIAL DECISIONS OF MARICOPA COUNTY, ARIZONA, SHALL BE USED TO DETERMINE THE VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT. YOU AGREE THAT ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, SHALL BE BROUGHT

IN THE COURTS OF MARICOPA COUNTY, ARIZONA. ANY APPLICABLE NATIONAL, STATE, LOCAL AND FOREIGN LAWS, RULES, REGULATIONS, ORDINANCES, DECREES, AND ORDERS INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS ON EXPORTING OR IMPORTING SOFTWARE, HARDWARE, OR TECHNICAL INFORMATION SHALL APPLY TO THIS AGREEMENT. YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PLACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

12. Assignment. You shall not assign or otherwise transfer the this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Starfield's prior written consent.
13. Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
14. Notices. Any notice, demand, or request pertaining to this Agreement or related agreements shall be communicated either using email or in writing. Electronic communications shall be effective when received by the intended recipient, and written communications shall be effective five days after mailing or upon receipt, whichever is sooner. Notices concerning breach will be sent either to the email address You have on file with Starfield or mailed first class postage to the postal address You have on file with Starfield. Notices from You to Starfield shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at:  
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