

9/1/2022 (FINAL)

.BROADWAY Domain-Name License Agreement

READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. BY LOGGING ONTO THE DOMAIN NAME MANAGEMENT PORTAL ("DNS PORTAL") WHICH INCLUDES, WITHOUT LIMITATION, YOUR EMPLOYEES, TECHNICAL AGENT OR ANY OTHER AUTHORIZED THIRD-PARTY LOGGING ON, OR BY USING, MAKING CHANGES OR INSTRUCTING CBI OR ITS REGISTRAR TO MAKE CHANGES, WHICHEVER COMES FIRST, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT, OR, IF YOU ARE ACTING AS AN AGENT OR EMPLOYEE OF THE PERSON WHO IS TO BE BOUND BY THE LICENSE AGREEMENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SAID PERSON. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE THE .BROADWAY DOMAIN OR LOG ONTO THE DNS PORTAL AND IMMEDIATELY INFORM CBI IMMEDIATELY IN ACCORDANCE WITH SECTION 4 (NOTICES) OF THIS LICENSE AGREEMENT.

This license is entered into between Celebrate Broadway, Inc., ("CBI."), a New York Corporation with an address at 729 Seventh Avenue, 5th Floor, New York NY 10019, and you as the licensee of a .BROADWAY domain name ("Licensee"), effective as of the date Licensee or its agent uses or makes changes to the .BROADWAY domain or logs onto the DNS Portal, whichever comes first.

WHEREAS, CBI is the Registry Operator for the generic Top-Level Domain .BROADWAY; and

WHEREAS, CBI is also the only entity allowed to accept registrations for .BROADWAY domain-names under a Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated March 18, 2016; and

WHEREAS, Pursuant to a Code of Conduct Exemption ("CCE") approved by ICANN, CBI may license .BROADWAY domain names to Affiliates, as defined on the CCE ("Affiliate,") and

WHEREAS, CBI determines eligibility of Affiliates to license .BROADWAY domain names pursuant to an internal application process administered by CBI ("the Application Process") including a written application "The Application;" and

WHEREAS, The Name will be registered by CBI through NOM-IQ Limited dba Com Laude, who has signed CBI's Registry-registrar agreement ("The Registrar;") and

WHEREAS, The Application Process to license a particular .Broadway domain name ("Name") for use by Licensee has been approved by CBI.

THEREFORE, The parties agree as follows:

1. GRANT OF LICENSE

- a. CBI hereby grants Licensee a one-year license to use the Name as an internet address, email address, and website address. Such use will be in accordance with representations and undertakings made by Licensee to CBI in The Application. Additional Names which are approved via the Application Process from the same Licensee shall be automatically included under this Agreement and any revisions thereto.
- b. Licensee agrees to be bound by:
 - i. this Agreement;
 - ii. ICANN-mandated requirements for registered name holders set out in this Agreement, and as may be amended from time to time;
 - iii. ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") as amended from time to time, which is hereby incorporated and made part of these conditions (the UDRP is available to view at www.icann.org/en/help/dndr/udrp/policy and <https://comlaude.com/legalterms/>);
 - iv. ICANN's Uniform Rapid Suspension Policy ("URS"), if applicable, as amended from time to time, which is hereby incorporated and made part of these conditions (the URS is available to view at <http://newgtlds.icann.org/en/applicants/urs>;
 - v. ICANN registrant educational materials and registrant rights and responsibilities: <https://www.icann.org/resources/pages/registrant-rights-2013-09-16-en>
 - vi. ICANN specifications and policies (including Consensus Policies) adopted by ICANN from time to time including, without limitation, the following consensus policies which are hereby incorporated and made part of this Agreement by reference for all gTLD domain name registrations and renewals (available to view at <http://www.icann.org/en/resources/registrars/consensus-policies>: Whois Data Reminder Policy; Inter-Registrar Transfer Policy; Whois Marketing Restriction Policy; Restored Names Accuracy Policy; and the Expired Domain Deletion Policy
 - vii. all applicable laws, including but not limited to those laws that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), disclosure of data, and financial disclosures
 - viii. Terms and conditions of the Registrar used by CBI to register the Name
 - ix. Any additional Policies of the .BROADWAY TLD.

c. Domain Name Data

- i. In connection with the registration of the Name, Licensee shall provide to the Registrar accurate and reliable contact details and correct and update them within seven (7) days of any known change during the term of the

domain name registration including: the full name, postal address, email address, voice telephone number and fax number if available, and the names of the primary and secondary name servers.

- ii. Licensee acknowledges that CBI and/or ICANN may request further information in respect of the Name and that if it wishes to proceed with its order, Registrant will need to provide all such requested information which may include, without limitation, company incorporation documents, trademark certificates and local presence eligibility evidence.
- iii. Licensee acknowledges that willful provision of inaccurate or unreliable information, willful failure to update information provided to the Registrar within seven (7) days of any known change, or failure to respond for over fifteen (15) days to written inquiries by Registrar concerning the accuracy of contact details associated with the Name shall constitute a material breach of this Agreement and a basis for suspension and/or cancellation of the Name.
- iv. WHOIS Record
 - 1. The Registrant contact information as well as the Billing Contact information with respect to the Name shall be that of CBI or its designee.
 - 2. The Registrar contact information as well as the Technical Contact information with respect to the Name shall be that of the Registrar or its designee.
 - 3. Licensee will be listed in the public WHOIS as the Administrative Contact for the Name and Licensee agrees to keep all Administrative Contact information true, accurate and up-to-date.
- v. Designation of an Agent. Licensee may designate an agent who will have access to certain DNS functions, including the ability to add e-mail records, website servers, etc. Licensee shall be responsible for all actions of the agent in connection with the Name and Licensee acknowledges that all agents by accessing the DNS Portal or instructing CBI or the Registrar in relation to the .Broadway domain shall be bound by the Agent terms and conditions, attached hereto as Schedule B. Licensee acknowledges that an Agent may be denied access to such DNS functions if, in Licensee's (or its subcontractor's) determination the agent has violated the Agent terms.

d. Personal Information.

- i. Personal data requested by CBI and the Registrar is mandatory for provision of the services unless indicated otherwise at the time of collection.
- ii. CBI and the Registrar use personal data as follows (and will not process personal data other than as set out below):
 - 1. to provide the Domain Name Services;
 - 2. to verify registrant details from time to time pursuant to applicable ICANN Rules and/or CBI policies;

3. to contact Licensee about matters relating to the Domain Name Services.
- iii. Personal data provided by Licensee in the domain name application and registration will be
 1. submitted to ICANN and CBI in order to provide the Domain Name Services;
 2. published in the applicable domain name WHOIS (a public register of registrant data attached to a domain name) which can be accessed globally;
 3. routinely escrowed by the Registrar to an external escrow agent authorized by ICANN in the United States: this information may only be accessed by ICANN if a registrar loses its ICANN-accreditation or ceases business.
- iv. CBI and the Registrar may share personal data with its Affiliates solely for purposes of providing the services to Licensee hereunder.
- v. Licensee is responsible for the accuracy of personal data it provides to the Registrar, and must keep it updated.
- vi. Licensee consents to the data processing referred to in this clause 1(d). Licensee warrants that notice concerning the processing and use of personal data set out in this clause 1(d) has been given to any third party individuals whose personal data is supplied by Licensee to CBI and the Registrar and that Licensee has obtained consent to use such personal data as described in this clause 1(d) from any such third party individuals.
- vii. Neither CBI nor the Registrar will use personal data or other information relating to Licensee's domain names and licensees in any way or for any other purpose other than as set out in this section 1(d). CBI and the Registrar will take commercially reasonable precautions and implement commercially reasonable safeguards, based on prevailing industry practices, to protect personal data from loss, misuse, unauthorized access or disclosure, alteration or destruction, and will ensure that its Affiliates and its and their Representatives do the same.

2. RENEWAL

- a. The License will automatically renew for additional one-year terms assuming (i) that Licensee is, in CBI's sole discretion, in compliance with all terms of this License Agreement, and (ii) Licensee affirmatively notifies CBI and the Registrar by no later than 46 (forty-six) days prior to the expiration of the then current term.
- b. Licensee will receive quarterly renewal reminder notices of all domains coming up for renewal in the following quarter.
- c. In the event that Licensee affirmatively elects to allow the domain name to expire, it shall be given an additional thirty (30) days after the expiration date to restore the domain name by contacting CBI and the Registrar and following the then-current processes and procedures established by the Registrar.

3. PAYMENT

SCHEDULE A hereto sets forth the payment terms. Failure to pay timely License fees shall be a material breach of the License.

4. NOTICES

Notices to be provided under this Agreement shall be sent by registered or certified mail, with proof of service and receipt, AND EMAIL as follows:

To CBI:

CFO
Celebrate Broadway, Inc., c/o The Broadway League
729 Seventh Avenue, 5th Floor
New York NY 10019
admin@admin.BROADWAY

To Licensee: _ Notices will be sent via email to the administrative contact for the Name.

5. TERMINATION/BREACH

a. Termination by Licensee:

Licensee may terminate this license at any time by notifying CBI in writing that it no longer wishes to maintain a website or email address using the Name, CBI will arrange for a reasonable phase-out of email addresses.

b. Termination by CBI for noncompliance with Application, upon Notice and Cure:

CBI may terminate this License immediately and take control of the Name if in CBI's sole discretion CBI determines that the use of the Name does not comport with the representations and/or undertakings set forth in The Application.

Alternatively, CBI may in its sole discretion, take such action after following the Notice and Cure provisions.

c. Termination for Breach:

In the event of a breach by Licensee of any other provision of this Agreement, including any representations and warranties set forth herein or in the Application, CBI shall have the right in its sole discretion to delete, cancel, revoke, suspend, place on hold or lock, transfer or modify the Name (including but not limited to modification of Licensee's DNS settings.) Any action taken by

CBI under this Section may be taken by CBI in its sole discretion, without notice to Licensee, without any obligation to refund fees paid, and otherwise without liability to you or to any third party for any such action.

d. Correction of Mistake:

CBI expressly reserves the right to deny, cancel or transfer any license that it deems necessary, in its discretion to correct mistakes by CBI or the Registrar in registering the name or facilitating the license, to protect the integrity and stability of the .BROADWAY gTLD and registry, to comply with any applicable laws, government rules or requirements (including from ICANN), requests of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of CBI and the Registrar, as well as their affiliates, subsidiaries, officers, directors and employees. CBI also reserves the right to "lock" or disable a domain name during resolution of a dispute or to instruct the Registrar to do so.

6. PROHIBITED ACTIVITIES / SUSPENSION OF A DOMAIN NAME

- a. Licensee must not use the Name for (i) the transmission of unsolicited email (SPAM), (ii) repetitive, high volume inquiries into any of the services provided by CBI or the Registrar (i.e. domain name availability, etc.), (iii) distributing malware, (iv) operating botnets, (v) phishing, (vi) piracy, (vii) trademark or copyright infringement, (viii) fraudulent or deceptive practices, (ix) counterfeiting, (x) otherwise engaging in activity contrary to applicable law.
- b. CBI may cancel the Name license and/or terminate this Agreement if the Name is being used in association with any of these activities and/or morally objectionable activities or violates any .BROADWAY Acceptable Use Policy. Morally objectionable activities include, but are not limited to: 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 pornography in violation of any applicable law or statute; 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.
- c. CBI expressly reserves the right to deny, cancel or transfer any license that it deems necessary, in its discretion to correct mistakes by CBI or the Registrar in registering the name or facilitating the license, to protect the integrity and stability of the .BROADWAY gTLD and registry, to comply with any applicable laws, government rules or requirements (including from ICANN), requests of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of CBI and the Registrar, as well as their affiliates, subsidiaries, officers, directors and employees. CBI also reserves the right to "lock"

or disable a domain name during resolution of a dispute or to instruct the Registrar to do so.

7. INDEMNIFICATION

Licensee agrees to defend, indemnify and hold harmless CBI, the League, and the Registrar as well as their officers, directors, agents and employees, against all costs, damages, expenses and losses (including reasonable attorneys' fees and costs) incurred based on or arising from any claim, suit, action, investigation or other proceeding threatened, brought or instituted based on use of the Name.

8. LIMITATION OF LIABILITY

CBI, AND/OR REGISTRAR WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY LOSS THAT MAY OCCUR DUE TO OR IN CONNECTION WITH (A) ANY (i) FAILURE TO LICENSE OR (ii) LICENSE OR (iii) LOSS OF LICENSE OF A DOMAIN NAME; (B) THE USE OF A DOMAIN NAME; (C) DELAYS OR INTERRUPTIONS OF ACCESS TO ANY OF CBI'S OR REGISTRAR'S REGISTRATION SYSTEM OR SERVICES; (D) THE FAILURE TO DELIVER OR DELIVERY OR MISDELIVERY OF DATA BETWEEN LICENSEE AND CBI OR REGISTRAR; (E) EVENTS BEYOND CBI'S OR REGISTRAR'S REASONABLE CONTROL; (F) THE PROCESSING OF ANY APPLICATION; (G) THE PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH A DOMAIN NAME; (H) REJECTION OF LICENSEE'S REQUEST TO LICENSE A .BROADWAY DOMAIN NAME; OR (I) THE APPLICATION OF ANY DISPUTE OR OTHER APPLICABLE POLICY. FURTHER, CBI, THE LEAGUE AND REGISTRAR WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS AND LOST DATA) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CBI, THE LEAGUE OR REGISTRAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CBI'S AND REGISTRAR'S COLLECTIVE MAXIMUM LIABILITY EXCEED THE TOTAL FEES PAID BY LICENSEE FOR THE LICENSE FOR THE DOMAIN NAME WHICH IS THE SUBJECT OF ANY CLAIM FOR DAMAGES OR OTHER COMPENSATION (AS SET BY CBI OR REGISTRAR AT THE TIME OF YOUR LICENSE OF OR REQUEST TO LICENSE, SUCH DOMAIN NAME). IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

9. DISPUTES

- a. In the event of a dispute with a third party regarding the License or use of any .BROADWAY domain name, Licensee will submit to and be bound by proceedings and the results thereof under one or more of the following as applicable: (i) ICANN's Uniform Domain Name Dispute Policy, Trademark Post-Delegation Dispute Resolution Procedure, Registration Restriction Dispute Resolution Procedure, Uniform Rapid Suspension System, and any other ICANN policy or procedure in

- effect now or adopted later by ICANN; or (ii) any dispute policy or procedure set forth by CBI not inconsistent with an ICANN adopted policy or procedure;
- b. In the event CBI is notified that a complaint has been filed with a governmental, administrative or judicial body regarding a .BROADWAY domain name that is subject to this Agreement, CBI may, in its sole discretion, take whatever action CBI deems necessary to comply with the actions or requirements of the governmental, administrative or judicial body, including, but not limited to, any action set forth in the "Breach and Revocation" Section of this Agreement, until such time as the complaint is fully resolved. Such actions could include, but are not limited to, "locking" the domain name, thereby preventing modification of the website content, and/or removing or disabling any website content associated with the domain. You agree to hold CBI and the Registrar harmless for any such actions taken by CBI or the Registrar as instructed by CBI, in addition to the indemnification provisions set forth in the "Indemnification" Section herein.

10. GOVERNING LAW

This Agreement, and all rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of New York, as if the Agreement were a contract wholly entered into and wholly performed within the State of New York, and without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. Any action to enforce this Agreement or any matter relating to your use of a .BROADWAY domain may be brought exclusively only in the United States District Court for the Southern District of New York or in the state courts of New York County, and each party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of such Courts, and courts of appeal therefrom, in connection with any such legal proceeding.

11. REPRESENTATIONS and WARRANTIES

Licensee represents and warrants that Licensee's use of any .BROADWAY domain name does not infringe or violate the legal rights of any third party, including but not limited to, infringement of any copyright, trademark, patent or other intellectual property right. You represent and warrant that your domain name will not be used in connection with any illegal activity. You represent and warrant that all Information provided by you in connection with your license and/or use is complete and accurate and that you have full capacity and authority to enter into this Agreement. CBI and Registrar make no representations or warranties of any kind in connection with this Agreement. CBI AND

REGISTRAR COLLECTIVELY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CBI AND REGISTRAR MAKE NO WARRANTY THAT ANY SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. CBI AND REGISTRAR DO NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES PROVIDED, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

12. COMPLETE AGREEMENT

This Agreement, together with all documents incorporated by reference herein, and all amendments or modifications, constitutes the complete and exclusive agreement between the parties regarding the subject matter hereof, and supersedes and governs all prior proposals, agreements, or other communications. CBI has the right to modify the Agreement, including any of the Schedules thereto, from time to time. Renewal of the Name shall constitute Licensee's acceptance of the changes.

13. ASSIGNS

Licensee may not assign or sublicense this License to anyone, including successors in interest to Licensee's business, without prior written permission from CBI. In the event that, pursuant to the applicable bankruptcy law, a third party is permitted to assume this License, such third party must notify Licensor in writing of its interest in assuming this Agreement and of its proposed terms for doing so. Upon receipt of such notice, CBI shall have thirty (30) days to approve the assumption and the terms therefore. If CBI fails to approve the assumption within said 30 days, the third party may complete the assignment referred to in its notice upon the terms specified therein. Nothing contained herein shall be deemed to preclude or impair any rights which Licensor may have as a creditor in any bankruptcy proceeding.

14. NO AGENCY

Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

15. NO WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

16. SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid

as a whole, and such provision will be amended or construed so as to render it valid and enforceable and achieve, to the greatest extent possible, the objectives and intent reflected in the original provision.

SCHEDULE A: PAYMENT TERMS

1. The License fee is waived for the first year after the date of registration of the name.
2. **Should CBI determine a need to assess License fees in subsequent years, based on running costs of the .BROADWAY TLD, at least 3 months' notice shall be given Licensee.**
3. CBI will invoice Licensee for any license fees using the Notice contact information forth in the License.
4. Payment of the any License fee shall be due within thirty days of the invoice date.
5. Failure to pay the License fee on time shall be a material breach of the License without right to Notice and Cure.

SCHEDULE B
.BROADWAY AGENT TERMS AND CONDITIONS

TERMS OF USE FOR CELEBRATE BROADWAY, INC.'S (CBI'S) DNS PORTAL PROVIDED BY AND THROUGH NOM-IQ DBA COM LAUDE, AS REGISTRAR FOR THE .BROADWAY TOP LEVEL DOMAIN (.BROADWAY). PLEASE READ CAREFULLY – THIS IS A BINDING CONTRACT

Last Modified: September 1, 2022

THIS TERMS OF SERVICE AGREEMENT (THE “AGREEMENT”) IS A BINDING AGREEMENT BETWEEN CBI AND YOU AS AN APPOINTED AGENT FOR A .BROADWAY LICENSEE (“LICENSEE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT CONTINUE TO USE CBI'S DNS PORTAL.

1. Acceptance by You.

a. **Use of the DNS Portal.** In order to use CBI's domain name services portal, provided by and through Com Laude, (“DNS Portal”) and Services, You must first agree to the terms of this Agreement. You may not use the DNS Portal if you do not accept the terms of this Agreement. You understand and agree that CBI will treat your use of the DNS Portal or any instructions You may give us or to our Registrar as acceptance of this Agreement and all applicable Additional Policies from this time forward.

b. **Use Prohibited.** You may not use the DNS Portal and may not accept the Terms if: You are a person barred from receiving the DNS Portal under the laws of the United States or any other country including the country in which You are resident or from which You use the DNS Portal.

c. **Copy of Agreement.** You should print or save a copy of this Agreement for your records.

2. Access to Your Account.

a. **Authorized User.** “Authorized User” means You or all authorized employees, agents and representatives of Licensee that have been granted rights to access and use the DNS Portal on Your behalf.

b. **Email Is Primary Authentication Tool.** You acknowledge and agree that the sole means by which CBI will authenticate Your right to control Your account with CBI is via the email address You keep on file with CBI. You should appropriately protect safeguard any and all security credentials provided by You to CBI or provided by CBI to You. All actions taken using Your

email address and/or password shall be deemed to be actions taken by You. Additionally, You agree to immediately notify CBI of any unauthorized use of Your account or any other breach of security of which You become aware.

c. **Contact Email Address Must Be Kept Up To Date.** You agree to immediately notify CBI of any change in Your email address.

3. **Modifications to the DNS Portal.** CBI reserves the right to modify the DNS Portal with or without notice to You. CBI shall not be liable to You or any third party should CBI exercise its right to modify the DNS Portal.

4. **Modifications to this Agreement.** You agree that CBI may modify this Agreement, at any time by posting a revised version of the document at issue on DNS Portal.

a. **Revisions Effective upon Posting.** All revisions to this Agreement shall be effective immediately upon posting of such revisions to DNS Portal. It is Your responsibility to check regularly for changes to this Agreement, as applicable. For Your convenience, a “last modified on” date will be set fourth near the top of this Agreement.

b. **Continued Use Constitutes Acceptance of Revised Terms.** By continuing to use the DNS Portal after the effective date of any revisions to this Agreement, You agree to be bound by the revised Agreement.

5. **Term, Suspension and Termination.**

a. **Term.** The term of this Agreement (the “Term”) will commence when You agree to the terms and conditions of this Agreement, or any revisions hereto, as referenced in Section 1. This Agreement will remain in effect until terminated by You or CBI in accordance with this Section 5.

b. **Suspension of Services.** CBI may suspend Your access to the DNS Portal, in whole or in part, for any reason and at any time without notice to You. During any such suspension of the DNS Portal: (i) You shall remain liable for all obligations You have incurred; and (ii) all of Your rights with respect to the DNS Portal shall be terminated during the period of the suspension.

c. **Termination.**

i. **Termination of Particular Services.** If You are no longer acting as Agent for any Licensee of a .Broadway domain name, or if You fail to take any action that You are required by CBI policy to take, CBI shall immediately and without notice have the right to terminate Your ability to use the DNS Portal.

ii. **Termination of Agreement.** Except as may be provided for in Section 7, either You or CBI may terminate this Agreement with or without cause or prior notice at any time. In the case of termination by You, this Agreement shall terminate. Except as may be provided for in Section 7, CBI may terminate this Agreement with or without cause or prior notice at any time. In case of

termination by CBI this Agreement shall terminate upon the cessation of services. CBI may provide notice of such termination at its sole discretion. Except as provided in Section 17(j) (Survival), all of Your rights and obligations under this Agreement shall immediately terminate upon termination of this Agreement in accordance with this Section 5.c.

d. **Data Preservation.** In the event of a suspension by CBI of Your access to the DNS Portal for any reason, during the period of suspension: (i) CBI will not take any action to intentionally erase any of Your data stored on the DNS Portal.

6. Authorization and License to Use the DNS Portal.

a. **Authorization and License.** Subject to Your acceptance of and compliance with this Agreement, CBI hereby grants You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, subject to CBI's domestic and international intellectual property rights, to access and use the DNS Portal, solely in accordance with the terms and conditions of this Agreement.

b. **Limitations.** You will not, and will not permit any Authorized User or other party to: (a) rent, lease, copy, provide access to or sublicense the DNS Portal to a third party; (b) interfere with or disrupt the integrity or performance of the DNS Portal, the hardware and network used to operate the DNS Portal or the data contained therein; (c) reverse engineer, disassemble or decompile any component of the DNS Portal except to the extent expressly permitted by applicable law and only upon advance notice to CBI; (d) modify, copy or create a derivative work of the DNS Portal (or any portion thereof); or (e) use the DNS Portal in any manner that violates the terms and conditions of this Agreement or exceeds the scope of use permitted in this Agreement.

d. **Cooperation.** You understand and agree that if You fail to promptly cooperate with CBI in its attempt to investigate and resolve any allegation that You are using the DNS Portal in violation of this Agreement, CBI may immediately suspend Your ability to use the DNS Portal.

7. **ICANN and Registrar Requirements.** On behalf of the Licensee, You agree that your use of the DNS Portal is subject to: (i) this Agreement; (ii) ICANN-mandated requirements for registered name holders set out in this Agreement, and as may be amended from time to time; (iii) ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") as amended from time to time, which is hereby incorporated and made part of these conditions (the UDRP is available to view at www.icann.org/en/help/dndr/udrp/policy and www.comlaude.com/legalterms/); (iv) ICANN's Uniform Rapid Suspension Policy ("URS"), if applicable, as amended from time to time, which is hereby incorporated and made part of these conditions (the URS is available to view at <http://newgtlds.icann.org/en/applicants/urs>); (v) ICANN registrant educational materials and registrant rights and responsibilities: <https://www.icann.org/resources/pages/registrator-rights-2013-09-16-en>; (vi) ICANN specifications and policies (including Consensus Policies) adopted by ICANN from time to time including, without limitation, the following consensus policies which are hereby incorporated and made part of this Agreement by reference for all gTLD domain name registrations and renewals (available to view at <http://www.icann.org/en/resources/registrars/consensus-policies>: Whois Data Reminder Policy; Inter-Registrar Transfer Policy; Whois Marketing Restriction

Policy; Restored Names Accuracy Policy; and the Expired Domain Deletion Policy; (vii) all applicable laws, including but not limited to those laws that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), disclosure of data, and financial disclosures; (viii) Terms and conditions of the Registrar used by CBI to register the Name; and (ix) any additional Policies of the .BROADWAY TLD.

8. As Is and As Available Services; Downtime and Service Suspensions.

a. **As Is and As Available.** The DNS Portal is provided on a “as is” and “as available” basis. For the purposes of this Agreement this means that CBI shall make only what it deems to be commercial reasonable efforts to provide You with the DNS Portal in a fashion that meet CBI’s written claims regarding the availability and/or reliability of the DNS Portal. However, You understand and agree that any failure on the part of CBI to provide You with the DNS Portal in a way that meets any written claim of CBI regarding the availability and/or reliability of the DNS Portal shall not give rise to any liability on the part of CBI.

b. **Downtime and Service Suspensions.** In addition to CBI’s right to terminate or suspend Services to You as described in Section 5 above, You acknowledge that: (i) Your access to and use of the DNS Portal may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the DNS Portal for any reason, including as a result of power outages, system failures or other interruptions and at any time; and (ii) CBI shall be entitled, without any liability to You, to suspend access to any portion or all of the DNS Portal at any time: (a) to perform scheduled or unscheduled maintenance or make any modification or improvement to any of the DNS Portal; (b) to mitigate the impact of any denial of service attack or other attack on the DNS Portal or other event that CBI determines, in its sole discretion, may pose a risk to one or more of the DNS Portal, to CBI’s network, to You or to any of CBI’s other customers if the DNS Portal were not suspended; or (c) if CBI determines, in its sole discretion, that the DNS Portal is prohibited by law or that it is necessary or prudent to do so for legal or regulatory reasons (collectively, “Service Based Suspensions”). CBI shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Based Suspension. To the extent CBI is able, it will endeavor to provide You electronic notice of any Service Based Suspension and to post updates to DNS Portal regarding resumption of Services following any such suspension, but shall have no liability for the manner in which CBI notices or updates You (if it does at all) regarding such suspension.

9. Confidentiality.

a. **Use and Disclosure.** You agree that You will not disclose any CBI Confidential Information during the Term or at any time during the three (3) year period following the end of the Term. As used in this Agreement, “CBI Confidential Information” shall mean all non-public information disclosed to You by CBI, its affiliates, or its business partners or its or their respective agents, assigns or contractors that are designated as confidential or that by its nature or the circumstances surrounding its disclosure, should reasonably be understood to be confidential. More specifically, CBI Confidential Information includes, but is not limited to: (i) nonpublic information relating to CBI’s technology, customers, business plans, promotional and marketing

activities, finances and other business affairs (including, but not limited to, any information about or involving one of CBI's "beta" tests or a "beta" test products that You obtain as a result of Your participation in such "beta" test), (ii) third-party information that CBI are obligated to keep confidential, and (iii) the nature, content and existence of any discussions or negotiations between CBI and You. Confidential Information does not include any information described in Section 9.b or any information that You are required to disclose by law.

b. Excluded Information. Notwithstanding any other provision in this Agreement, You shall have no confidentiality obligation to CBI under Section 9.a, with respect to any information provided or made available by CBI hereunder, and CBI shall not have any confidentiality or non-use obligation to You hereunder with respect to any information, software application, data or content provided or made available by You hereunder that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party.

10. Intellectual Property.

a. The DNS Portal. Other than the limited rights and licenses expressly set forth in this Agreement, CBI and Com Laude reserve all right, title and interest (including all intellectual property and proprietary rights) in and to the DNS Portal. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the DNS Portal, except for the limited use and access rights described in this Agreement.

b. Non-Assertion. During and after the term of the Agreement, with respect to any of the DNS Portal that You elect to use, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against CBI or any of its subsidiaries, customers, end users, vendors, business partners (including third-party sellers on websites operated by or on behalf of us) sub-licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the DNS Portal, the CBI Properties or the CBI Marks.

11. Representations and Warranties; Disclaimers; Limitations of Liability.

a. Your Representations and Warranties.

i. Use. You represent and warrant that Your use of the DNS Portal will comply with this Agreement and any applicable law.

ii. Authorization and Account Information. You represent and warrant that: (i) the information You provide in connection with Your registration for the DNS Portal is accurate and complete; (ii) if You are registering for the DNS Portal as an individual, that You are at least 18 years of age and have the legal capacity to enter into this Agreement; and (iii) if You are registering for the DNS Portal on behalf of an entity or organization, (a) You are duly authorized to do business in the country or countries where You operate, (b) You meet the requirements of subsection (ii) above and are an authorized representative of Your entity or organization, and (c) Your

associates, employees, officers, representatives and other agents accessing the DNS Portal are duly authorized to access the DNS Portal and/or to legally bind You to this Agreement and all transactions conducted under Your account.

b. Disclaimers. THE DNS PORTAL, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS AND OTHER DATA OR INFORMATION PROVIDED BY CBI ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY. CBI MAKES NO WARRANTIES HEREUNDER, AND CBI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ABSENCE OF LIEN, ENCUMBRANCE OR SECURITY INTEREST, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CBI DOES NOT WARRANT THAT THE DNS PORTAL WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITH OR IN CONNECTION WITH THE DNS PORTAL WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. CBI SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM CBI OR FROM ANY THIRD PARTY OR THROUGH THE DNS PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

c. Links. DNS Portal and/or the DNS Portal may contain links to websites that are not under CBI’s control (“Third-Party Sites”). CBI is not responsible for the contents or functionality of any Third-Party Sites or any website that can be accessed via links on any Third-Party Site. CBI provide these links to You as a convenience and the inclusion of any such links does not constitute or imply CBI’s endorsement or validation of any Third-Party Site.

d. Limitations of Liability. CBI SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF CBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE DNS PORTAL; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PROGRAMS AND/OR YOUR CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN ANY SUCH CASE, CBI’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO CBI HEREUNDER FOR THE DNS PORTAL. CLIENT ACKNOWLEDGES AND AGREES THAT THIS SECTION 11 REPRESENTS A REASONABLE ALLOCATION OF

RISK AND THAT, IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

12. Indemnification.

a. **General.** You agree to indemnify, defend and hold CBI and its affiliates, each of their business partners and each of their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorneys' fees), arising out of or in connection with any claim arising out of (i) Your use of the DNS Portal in a manner not authorized by this Agreement, and/or in violation of any applicable restrictions or applicable law or (ii) Your violation of any term or condition of this Agreement, including without limitation, Your representations and warranties herein, or (iv) You or Your employees' or personnel's negligence or willful misconduct.

b. **Notification.** CBI agrees to promptly notify You of any claim subject to indemnification, provided however, that CBI's failure to promptly notify You shall not affect Your obligations hereunder except to the extent that CBI's failure to promptly notify You delays or prejudices Your ability to defend the claim. At CBI's option, You will have the right to defend against any such claim with counsel of Your own choosing (subject to CBI's written consent) and to settle such claim as You deem appropriate, provided that You shall not enter into any settlement without CBI's prior written consent and provided that CBI may, at any time, elect to take over control of the defense and settlement of the claim.

13. Miscellaneous Provisions.

a. Notice.

i. **To You.** Except as otherwise set forth herein, notices made by CBI to You under this Agreement that affect customers generally will be posted on the CBI Website. Notices made by CBI under this Agreement for You or Your account specifically (e.g., notices of breach and/or suspension) will be provided to You via the email address provided to CBI in Your registration for the DNS Portal or in any updated email address You provide to CBI in accordance with standard account information update procedures CBI may provide from time to time. It is Your responsibility to keep Your email address current and You will be deemed to have received any email sent to any such email address, upon CBI's sending of the email, whether or not You actually receive the email.

ii. **To Us.** For notices made by You to CBI under this Agreement and for questions regarding this Agreement email admin@admin.broadway.

b. **Language.** You agree that the English language version of this Agreement will govern Your relationship with CBI and that all communications and notices to be made or given pursuant to this Agreement shall be in the English language.

c. **Third-Party Activities.** If You allow, authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, You shall be deemed to have taken the action Yourself.

d. **Severability.** If any provision, or portion thereof, of this Agreement or any of the Additional Policies are determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct and the parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the parties had the stricken provision remained.

e. **Force Majeure.** In the event either party is unable to carry out its material obligations under this Agreement by reason of “force majeure” (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term “force majeure” means any event caused by occurrences beyond a party’s reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to the entering into of the Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

f. **Waiver.** No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition, nor shall any waiver of any default under the same be construed as a waiver of any other default. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

g. **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of the parties hereto and to their respective successors and assigns.

h. **Relationship.** The performance by CBI of its duties and obligations under this Agreement and shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between CBI and Client, nor will the Agreement be deemed to constitute a joint venture or partnership between the parties hereto.

i. **Survival.** The respective rights and obligations of the parties hereto shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive, including, but not limited to, Sections 9, 10 and 11 and 13 hereof.

j. **Injunctive Relief.** You acknowledge that unauthorized use, copying, or appropriation of the DNS Portal would cause CBI immediate and irreparable harm by substantially diminishing the

value of CBI and CBI copyrights, proprietary rights, and/or trade secrets, and that the remedy at law for such unauthorized activity is inadequate. You agree that CBI, its successors or assigns, may obtain temporary and/or permanent injunctive relief from any court of competent jurisdiction, without the necessity of posting bond, to restrain any breach or threatened breach of Your obligations under this Section 14.j. Any such remedy sought or obtained shall not be considered exclusive or a waiver of the rights of the CBI or its successors or assigns to assert any other remedies it or he may have at law or in equity.

k. Governing Law and Venue. This Agreement and the Additional Policies shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law principals. Any dispute arising under this Agreement or the Additional Policies shall be resolved exclusively by the state and federal courts located in the State of New York and You consent to the exclusive jurisdiction of, and venue in, such courts.

l. Entire Agreement. This Agreement, together with the Additional Policies, constitute the complete and exclusive statement of all mutual understandings between You and CBI with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.