

SERVICE AGREEMENT

This Trademark Holder (TMH) Block Services Agreement ("**Agreement**") is made by and between Atgron, Inc., a Delaware Corporation ("**Atgron**") and you and your heirs, agents, successors and assigns (collectively, "**Customer**"), and is made effective as of the date of the provision of the Services ("**Effective Date**"). This agreement sets forth the terms and conditions of the use of Atgron's TMH Block Services ("**Services**").

Your acceptance of this Agreement signifies that you have read, understand, acknowledge, and agree to be bound by this Agreement along with Atgron's Domain Registrant Agreement http://www.atgron.wed/uploads/3/1/5/1/3151190/atgron_registrant_agrmt_2013_10.pdf, Acceptable Use Policy http://www.atgron.wed/uploads/3/1/5/1/3151190/atgron_aup_2014_03_16.pdf, Privacy Policy http://www.atgron.wed/uploads/3/1/5/1/3151190/atgron_privacy_policy_2013_10.pdf and any other Atgron terms or policies that have been provided to you online or in writing (collectively referred to herein as "**Atgron Terms**") To the extent that the Services are combined with other Atgron Services, you agree to be additionally bound by those terms and conditions.

The terms "we", "us", or "our" shall refer to Atgron. The terms "you", "your", "user", or "customer" shall refer to any individual or entity who accepts this Agreement as the Customer of an ICANN accredited registrar ("**Registrar**"). Nothing in this Agreement shall be deemed to confer any third-party rights or benefits unless explicitly stated herein.

1. Description of Services

The TMH Block Service is a service provided by Atgron in conjunction with its .wed TLD. The TMH Block prevents the registration of non-generic second-level domain names ("**SLDs**") and third-level domain names ("**THLDs**") in the .wed TLD. TMH utilizes the Trademark Clearinghouse Validation Services ("**TMCH**") and the Signed Mark Date File ("**SMD File**") generated for validated trademarks in the TMCH to determine which second and third-level labels you are able to apply for under this Agreement.

The Services generally allow you to:

- a. Prevent the registration of, or block, for a fee, one (1) to ten (10) non-generic label(s) not found in a dictionary of any language that can be rendered in ASCII characters on the internet and excluding label(s) of common surnames, in the .wed TLD;
- b. Override the block of a label(s), for a fee, of certain TLDs in the protected TMH for use ("**Override**")
- c. Re-instate a block for any label that has been previously removed for a fee;

Unless otherwise terminated, TMH Blocks will expire on the same day of the month within which the TMH Block was created unless it was created on February 29, in which asset it will expire on March 1. TMH Blocks may be renewed in annual increments from one (1) to ten (10) years with a maximum TMH Block period of ten (10) years.

SERVICE AGREEMENT**2. Provision and Configuration of the Services**

The TMH Block application submitted by the Registrar, in addition to complying with the terms of this Agreement and the Atgron Terms, must include the following (hereinafter defined as

“Application Content”):

- a. Name of TMH block holder (must match name from TMCH SMD File);
- b. SLD requested to be put under TMH Block;
- c. The corresponding SMD File(s) as issued by the TMCH;
- d. Name of TMH block holder’s representative submitting the TMH block application, including administrative and technical contact, street address, country and postal code, email address, telephone number and fax number;
- e. The requested TMH Block period (1-10 years), or if a renewal, the requested renewal period (1-10 years); and
- f. The required fee paid to Atgron.
- g. Blocks can be requested to be placed or removed with fifteen (15) days business notice to tmhblock@atgron.wed.

3. TMH Specifications

- a. Each set of one (1) to ten (10) label(s) that you request to be blocked will incur a TMH Block fee.
- b. Each request to reinstate a previously removed TMH Block of a label will incur a reinstatement fee per label requested.

3.1 TMH Block Creation

A TMH Block string will only be created or modified insofar and to the extent that:

- a. The string meets the criteria in section 3.2 below;
- b. The string and the information contained in the TMH request meet the requirements in this Agreement;
- c. The string is not already under a TMH Block;
- d. The string in the SMD file must exactly match the applied for SLD.

3.2 TMH Block Requirements

SERVICE AGREEMENT

TMH Block applications will not be accepted unless the applied for SLD meets applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

- a. The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and hyphens;
- b. The SLD cannot begin or end with a hyphen;
- c. The SLD cannot exceed 63 characters; and
- d. The TMCH-eligible term in the SMD File must contain at least three characters (one or two character TMH Blocks are prohibited).

3.3 Authentication of TMH Block Requests

TMH Block will not be processed until the SMD File has been validated and Fees have been paid.

3.4 TMH Block Exceptions

A TMH Block will not apply to:

- a. Generic terms or transliterated generic terms found in any dictionary that can be rendered via ASCII characters as domain names on the internet;
- b. Previously registered names;
- c. SLDs subject to an Override, as defined in Section 3.6 below;
- d. Common surnames. While TMH Blocks cannot be placed on common surnames, Atgron, Inc. will attempt to block trademarks with variations of surnames at the second level (e.g. JohnsonandJohnson.wed).

3.5 TMH Blocking Behavior

TMH Blocks:

- a. Will be published to WHOIS and provide information for the TMH Block holder of any SLDs under TMH Block;
- b. Will not result in a domain name that resolves on the public Internet;
- c. Are subject to periodic review by Atgron to verify that the applicable TMCH entry remains valid;
- d. Will be applied, at no additional cost, to THLDs via a wildcard block feature;

SERVICE AGREEMENT

e. Are subject to Override.

3.6 Overrides

a. An applicant for a domain name registration with a string in its SMD File that exactly matches the SLD under TMH Block may override (“Override”) the existing TMH Block and purchase a domain name registration for a domain name containing that SLD.

b. If a lump sum payment was made for the TMH Block for multiple years, a prorated refund of the lump sum fee will be provided for the remaining years of the original TMH Block.

c. If the new applicant does not have SMD files for all of the validated trademark variants of the original applicant, Atgron, Inc. will maintain the remaining block(s) for the original applicant for the per annum fee or at no additional cost if the lump sum payment was made.

3.7 Transfers. Unless otherwise provided in this Agreement, you may transfer TMH Block(s) to another eligible Registrar that is willing to accept such transfer. To transfer your TMH Block(s) you may contact us to have your TMH Block(s) locked or unlocked or to obtain the authorization code. Only the TMH Block holder and the TMH Block holder's administrative contact may approve or deny a transfer request. Without limitation, TMH Blocks may not be transferred within sixty (60) days of initial registration, within sixty (60) days of a transfer, if there is a dispute regarding the identity of the TMH Block holder, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five (5) business days to be processed. A transfer will not be processed if, during this time, the TMH Block expires, in which event you may need to reinstate the transfer request following a redemption of the TMH Block, if any. You may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at Atgron. YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER WHETHER OR NOT THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A BLOCK PERIOD.

3.8 RESERVED SLDs AND THLDs; AVAILABILITY. We make no guarantee regarding TMH Block availability. Atgron may reserve at any time certain SLDs and THLDs from TMH Block, including, without limitation, SLDs and THLDs:

a. Reserved for operations and other purposes, including without limitation certain Premium Names, which Atgron may change from time to time.

b. Reserved or restricted to comply with applicable ICANN Requirements or Atgron Policies, including those reserved for certain third parties.

c. Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

SERVICE AGREEMENT

d. That are already under Registration or subject to an active TMH Block, unless an exception applies (e.g., Override). We recommend checking registered domain names before purchasing a TMH Block.

4. Your Obligations**I. PAYMENT OF FEES**

a. At the time of the TMH Block Application or TMH Block renewal, you agree to pay the applicable fees communicated to you by the Registrar. You also agree to pay any other fees to the Registrar that Atgron may establish with respect to your use of the TMH Block Service. For the avoidance of doubt, each set of one (1) to ten (10) SLD(s) that a TMH Block Application requests to be blocked will incur a TMH Block fee and each reinstatement shall incur a reinstatement fee as described in Section 3 above. All fees except as stated in the Agreement are non-refundable, in whole or in part, if your TMH Block is deleted, revoked, canceled or transferred by Atgron. At our option, we may require that fees be paid through a particular payment means (such as by credit card or by wire transfer) or that the Registrar change from one payment provider to another.

b. In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with your payment of fees hereunder, we may suspend access to any and all TMH Blocks that you have with us. We may reinstate your rights to and control over these TMH Blocks solely at our discretion, and subject to our receipt of the unpaid fees and any reinstatement fees set forth on our website or otherwise communicated to you.

II. OTHER OBLIGATIONS

You acknowledge and agree:

a. To grant Atgron and its contracted parties a fully paid, nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable license and approval to host, cache, copy, display your TMH application to WHOIS or report publicly, in whatever method or format Atgron chooses, for the purpose of, and in conjunction with, effectuating the TMH Service;

b. That the TMH applicant owns or has permission to use and submit the TMH application, and that to its knowledge, such usage and submission does not violate applicable license agreements, laws, regulations, or rights of any third party;

c. That the application is and will remain accurate, current and complete throughout the applicable TMH block period, and that if Atgron has reason to believe that the application content is untrue, inaccurate, out-of-date or incomplete, after providing you five (5) calendar days notice to

SERVICE AGREEMENT

correct such information or give reasonable assurance to Atgron of such information's accuracy, Atgron reserves the right in its sole discretion to deny or cancel the underlying TMH Block;

d. That the TMH applicant has, and will keep in effect during the use of the TMH Block Service, all licenses and approvals necessary to grant Atgron and its subcontractors these rights and that they will be provided at no charge to Atgron upon request;

e. That Atgron, in its sole discretion, may temporarily suspend the TMH Block Service to minimize threats to the operational stability and security of the TMH Block databases and the registries owned by Atgron; provided, however, that a suspension of the TMH Block Service will not allow registrations to occur for SLDs and TLDs under the TMH block that would not otherwise be permitted by the Atgron policies when the TMH Block Service is fully operational;

f. That the modification or cancellation of any TMH Blocks in accordance with the Atgron policies will not result in any refund of any fees paid for the TMH Block Service unless otherwise expressly stated in this Agreement; and

Further, you acknowledge and agree that you will not use the TMH Block Service in a manner, as determined by Atgron, that:

- g. Infringes on the intellectual property rights of any other person or entity;
- h. Is illegal, or promotes or encourages illegal activity;
- i. Interferes with the operation of the TMH Block Service or the WHOIS, DNS or other services provided by Atgron;

5. Availability of the Service

Atgron reserves the right to deny, cancel, terminate, suspend, lock or modify access to (or control of) any TMH application and/or the TMH Block Service due to the following:

- a. To enforce Atgron policies and ICANN requirements, each as amended from time to time;
- b. Submission of incorrect, incomplete, or inaccurate information as required by ICANN requirements, Atgron, or where required information is not updated or corrected as required by ICANN requirements or Atgron policies;
- c. To correct mistakes made in offering or delivering the TMH Block Service;
- d. To protect the integrity and stability of the TMH Block Service;
- e. To assist with fraud and abuse detection and prevention efforts;
- f. To comply with court orders or applicable local, state, national and international laws, rules and regulations;

SERVICE AGREEMENT

- g. To comply with requests of law enforcement, including subpoena requests;
- h. To comply with any dispute resolution process;
- i. To defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit; or
- j. To avoid any damage, or civil or criminal liability, to Atgron or its officers, affiliates, directors, contracted parties, employees and agents;
- k. If Atgron receives notice that the SMD File is under dispute;
- l. As otherwise provided in the terms and conditions and the Registry-Registrar Agreements entered into by Atgron

Please note: Atgron may, but is not obligated to, revoke all or part of a TMH Block Service if the underlying TMCH entry for the SMD File is no longer valid.

Please note: Atgron's ability to provide TMH Blocks is subject to change, including without limitation, complete discontinuation of the TMH Block Service based on ICANN interpretations of the Registry Agreement or pursuant to applicable law or regulation.

6. Disclaimers

In addition to the warranties and disclaimers contained in, and agreed to, in the Atgron Terms, you agree to the disclaimers below as they apply directly between you and Atgron:

a. ATGRON WARRANTS THAT IT WILL PROVIDE THE TMH BLOCK SERVICE WITH REASONABLE CARE AND SKILL;

b. ATGRON DOES NOT WARRANT UNINTERRUPTED, SECURE OR ERROR-FREE OPERATION OF THE TMH BLOCK SERVICE, OR THAT IT WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE TMH BLOCK SERVICE OR RELATED SERVICES OR THAT IT WILL CORRECT ALL DEFECTS.

c. SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, ATGRON MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE TMH BLOCK SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT.

d. YOU ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY ATGRON, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS WILL CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE TMH BLOCK SERVICE, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

SERVICE AGREEMENT

e. THE FOREGOING DISCLAIMERS CONTAINED IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7. Limitations of Liability

In addition to the warranties and disclaimers contained in, and agreed to, in the Atgron Terms you agree to the limitations of liability below:

In no event will Atgron, its officers, directors, employees, subcontractors or agents be liable to the other party or any person or entity for any indirect, incidental, special, punitive or consequential damages, including but not limited to loss of business opportunity, business interruption, loss of profits or costs of procurement of substitute goods or services, including without limitation any damages that may result from:

- a. The accuracy, completeness, or content of the TMH Block Service;
- b. Third-party conduct of any nature whatsoever;
- c. Any unauthorized access to or use of the TMH Block Service or your account;
- d. Any interruption or cessation of the TMH Block Service;
- e. Any viruses, worms, bugs, Trojan horses or similar code, files or programs which may be transmitted to or from the TMH Block Service; or
- f. Any such losses or damages incurred as a result of Atgron's or your use of the TMH Block Service, whether based on warranty, contract, tort or any other legal or equitable theory, and whether or not such party is advised of the possibility of such damages.

The parties specifically acknowledge and agree that any cause of action arising out of or related to the TMH Block Service must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently waived.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ATGRON'S TOTAL AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT PAID FOR ACCESS TO THE TMH SERVICE.

The foregoing limitation of liability contained in this Section 7 shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this Agreement.

8. Modification

This Agreement may change over time, either through amendments by us, changes to Atgron Policies or applicable law, regulations or ICANN interpretations, which may or may not be reflected in the text of this Agreement, or otherwise. Any such change will be effective immediately upon posting to

SERVICE AGREEMENT

the Terms and Conditions page of the Atgron website <http://www.atgron.wed/terms--conditions.html>. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are to cancel your TMH Block Service with us in which case no refunds of fees will be provided. Your continued use of the TMH Block Service with us following any such change in this Agreement indicates your consent to the change. This Agreement may not be amended or modified by you except by means of a written document signed by you and an authorized representative of Atgron.

9. Notices

Any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the Account information you have provided.

It is not Atgron's obligation to notify you in advance of the termination or expiration (for any reason) of a TMH Block. Atgron shall be entitled but not obligated to immediately suspend or cancel any TMH Block that is in breach of this Agreement, Atgron Terms, or any other applicable law or regulation.

10. Privacy

By submitting a TMH Block Application, you agree that Atgron and its agents are authorized to share information relating to you and your TMH Block Application. Information you provide us, including Application Content, may be transferred across international boundaries, and you consent to such transfers.

11. Indemnification

a. You agree to protect, defend, indemnify and hold harmless us and our affiliates, and the officers, directors, employees, affiliates, subcontractors and agents of each, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by such party, directly or indirectly, arising from (i) your violation or alleged violation of any provision of this Agreement, including the Atgron Policies; (ii) your TMH Application(s); (iii) your TMH Block(s); or (iv) your use of the TMH Service. We may seek written assurances from you in which you promise to indemnify and hold us harmless from the costs and liabilities described in this Section. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or use of the TMH Block Service.

b. You agree to hold Atgron harmless from claims filed or disputes initiated by third parties, and that you shall compensate Atgron for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the TMH Block Service Application infringes the rights of a third party.

SERVICE AGREEMENT**12. Governing law and jurisdiction for disputes**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in Prince Georges County, Maryland, USA before a panel of three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your Application or by electronically transmitting a true copy of the papers to the email address listed by you in your Application.

13. General. This Agreement, all applicable ICANN policies, the Atgron Terms, including but not limited to the UDRP, together with all modifications, constitute the complete and exclusive agreement between you and Atgron, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. 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. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.