

BOOST REGISTRY OPERATOR AGREEMENT

Version 2025-09-09

This agreement ("Agreement") is between Dynadot Inc ("Dynadot"), a Californian domain-name registrar, and you ("Registry Operator"), a top-level domain name registry operator. WHEREAS, Dynadot is a domain-name registrar of top-level domain names sponsored by Registry Operator. WHEREAS, Dynadot operates an auction service for top-level domain name search placement rights on its website ("Boost"). WHEREAS, Registry Operator wishes to participate in the Boost auction platform, and Dynadot wishes to provide such participation rights, each on the terms and conditions set forth in this Agreement. NOW THEREFORE, in consideration of the terms and conditions set out herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1 SEARCH PLACEMENT & FEES

- 1.1 All amounts payable under this Agreement shall in be in the currency of the United States of America ("USD").
- 1.2 Boost auction results, invoices and other relevant information shall be issued and posted in the Registry Operator's Boost user control panel.
- 1.3 Dynadot shall issue each invoice and a summary of amounts owed by Registry Operator in the first week subsequent to the end of the month during which fees accrue. Registry Operator shall pay each invoice within thirty (30) days of the date of its issuance. A 1.5% monthly interest rate (compounded to a 19.56% annual interest rate) shall be applied to outstanding unpaid invoices, unless Dynadot (in its sole and absolute discretion) waives such interest with respect to a specific invoice.
- 1.4 Registry Operator may not withdraw, decrease, increase or otherwise alter a bid placed for a day subsequent to the commencement of the respective day.
- 1.5 Registry Operator may not withdraw or decrease a bid placed for a day during the twenty-four (24) hours immediately prior to the commencement of the respective day.

2 USE RESTRICTIONS

- 2.1 Registry Operator shall not, and shall not permit any third party to:
 - a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in Boost or any portion thereof;
 - b) distribute, transfer, grant sublicenses to, or otherwise make available Boost (or any portion thereof, or any data derived out of its use) to third parties, except as provided under the terms of this Agreement;
 - c) embed or incorporate in any manner Boost (or any element thereof, or any data derived out of its use) into other applications or third parties, except as provided under the terms of this Agreement;
 - d) create modifications to or derivative works of Boost;
 - e) reproduce Boost;
 - f) attempt or permit any third party to attempt to modify, alter, or circumvent the license control and protection mechanisms within Boost; and,
 - g) use or transmit Boost in violation of any applicable law, rule or regulation, including any export/import laws;
 - h) in any way access, use, or copy any portion of Boost's code (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with Boost.
- 2.2 Dynadot shall retain all ownership rights in and to Boost, its associated marks, functionality, documentation, deliverables, support services, updates, upgrades, other derivative works of Boost and all intellectual property rights incorporated into or related to the foregoing. All rights not expressly licensed by Dynadot under this Agreement are reserved.

3 TERM & TERMINATION

- 3.1 Either party may terminate this Agreement by providing the other party with a fifteen (15) day written notice of same.

3.2 If Registry Operator defaults on payment to Dynadot, Dynadot may terminate this Agreement without notice.

3.3 Upon any termination of this Agreement, and without prejudice to any other rights or remedies which the parties may have, Registry Operator shall pay any outstanding fees under this Agreement that have accrued prior to the date of termination.

4 GENERAL TERMS

4.1 This Agreement may be amended by Dynadot from time to time without specific advance notice to Registry Operator. The latest Agreement will be posted in the Boost control panel.

4.2 During the term of this Agreement, Dynadot shall have the right, but not the obligation, to include Registry Operator's name and logo as a customer who uses Boost on Dynadot's website and in other materials promoting Boost.

4.3 In addition to any other remedies herein, Dynadot may suspend Registry Operator's use of Boost in any of the following circumstances: to comply with applicable laws; where Dynadot suspects that Registry Operator is in breach of any term of this Agreement; or, any other reasonable cause (as determined by Dynadot).

4.4 Dynadot disclaims all conditions and warranties, including, without limitation, any conditions or warranties of fitness for particular purpose, non-infringement, accuracy, quiet enjoyment, title, merchantability and those that arise from any course of dealing or course of performance. Dynadot does not warrant that Registry Operator's use of Boost will be uninterrupted or error-free, that errors will be corrected or that it will be free of viruses or other harmful components. Boost (including all components thereof) and its associated services are provided "as is" and without warranty of any kind.

4.5 To the extent permitted by law, in no event shall Dynadot be liable to Registry Operator, its agents, directors, employees or clients or to any third party in connection with this Agreement, including Boost, associated services and intellectual property provided hereunder, whether under theory of contract, tort or otherwise, for (a) any indirect, incidental, punitive, consequential, or special damages (including any damage to business reputation, lost profits or lost data), whether foreseeable or not and whether Registry Operator is advised of the possibility of such damages or (b) any amounts in excess of the total of the fees actually paid and the fees payable to Dynadot by Registry Operator under this agreement during the three (3) month period prior to the date that such liability first arises.

4.6 Both parties shall keep in confidence and trust and not disclose or disseminate, or permit any employee, agent or other party to disclose or disseminate, any trade secrets shared by one party with the other.

4.7 The following sections shall survive the termination of this Agreement: 2.1, 2.2, 4.4, 4.5, and 4.6.

4.8 The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

4.9 Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war, governmental requirements and court orders. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

4.10 This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Registry Operator shall not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without Dynadot's prior written consent. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void.

4.11 All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement.

4.12 This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws rules. The

exclusive venues and jurisdictions for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the United States District Court for the Northern District of California and the Superior Court of California, San Mateo County. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the interpretation or enforcement of this Agreement.

- 4.13 In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- 4.14 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 4.15 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Dynadot.